

December 6, 2018

PROJECT MANUAL

City of Joliet, Illinois



Eastside Wastewater Treatment Plant Phosphorus Removal Project

IEPA Loan No. L174760

City Contract No. 2351-0219

Joliet, Illinois

Volume 1 of 3 (Division 00 to Division 01) Bid Set



Donohue & Associates, Inc.
125 South Wacker Drive, Suite 1850
Chicago, IL 60606
312.236.9147 | donohue-associates.com

Donohue Project No.: 13320

PROJECT MANUAL

CITY OF JOLIET

EASTSIDE WASTEWATER TREATMENT PLANT
PHOSPHORUS REMOVAL PROJECT

JOLIET, ILLINOIS



Jeffrey L. Willis
12/6/18
Expires: 11/30/19



Michael Stohl
12/06/2018
EXPIRES: 11/30/2019



Steven R. Weiss
12/6/2018
EXPIRES: 11/30/2020



Robert Eldon Rock
12/06/18
exp. 08/31/19



Paul M. Shadrake
12/6/2018
Expires 11/30/2019



Eric P. Cockerill
12/6/2018
EXPIRES: 11/30/2019



Timothy J. Bates
12/6/18
Exp: 11/30/20

125 South Wacker Drive, Suite
Chicago, IL 60606
Phone: 312-236-9147

www.donohue-associates.com

Project No. 13320

**PROJECT MANUAL
CITY OF JOLIET**

**EASTSIDE WWTP PHOSPHORUS REMOVAL
DESIGN AND BIDDING
IEPA LOAN NO. L174760
CITY CONTRACT NO 2351-0219**

JOLIET, ILLINOIS

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**PROJECT MANUAL
CITY OF JOLIET**

**EASTSIDE WWTP
PHOSPHORUS REMOVAL AND EXPANSION
IEPA LOAN NO. L174760
CITY CONTRACT NO 2351-0219**

JOLIET, ILLINOIS

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CITY OF JOLIET**

**EASTSIDE WWTP
PHOSPHORUS REMOVAL AND EXPANSION
IEPA LOAN NO. L174760
CITY CONTRACT NO 2351-0219**

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LEGAL NOTICE
CITY OF JOLIET
INVITATION TO BID

CONTRACT NO. 2351-0219

**EASTSIDE WASTEWATER TREATMENT PLANT
PHOSPHORUS REMOVAL PROJECT**

The City of Joliet, Illinois, does hereby invite sealed bids for the completion of work at the Eastside Wastewater Treatment Plant.

The Work of this Contract is generally described as general construction of wastewater treatment facility including aeration basin modifications for biological phosphorus removal and addition of slide gates and valve actuators for flow control, chemical removal facilities as backup, sludge thickening system, thickened sludge pumping, piping and valve replacement in thickening building, rehabilitation process drain pump station, polymer system, effluent ortho phosphorus analyzer, odor control unit, and misc yard piping improvements. General construction of new administration building and renovation of existing administration building into process control building. The work includes sitework, yard piping, structural, architectural, process piping and equipment, plumbing, heating, ventilation, air conditioning, electrical, and instrumentation and control.

A mandatory prebid conference will be held at 1:00 P.M. local time, December 19, 2019, at Joliet City Hall, which is located at 150 W Jefferson Street, Joliet, IL 60432. Bidders are required to attend and participate in the conference.

Direct all questions about the meaning or intent of the Bidding Documents to the Engineer (Telephone 312.583.7241 or e-mail mrokita@donohue-associates.com).

Bids will be received at the Office of the City Clerk, City of Joliet Municipal Building, 150 West Jefferson Street, Joliet, Illinois 60432-4156 until **2:00 P.M.** local time on **January 24, 2019** at which time they will be opened and publicly read aloud. Sealed bids shall be enclosed in a plain envelope marked "BID ENCLOSED – EASTSIDE WASTEWATER TREATMENT PLANT PHOSPHORUS REMOVAL PROJECT". All Addenda shall be acknowledged on the outside of the sealed opaque envelope. Bids received without acknowledgement of Addenda, if any, on the outside of the sealed opaque envelope shall be returned to Bidder unopened.

Those desiring to submit a bid may examine the bid documents and detailed specifications in the City of Joliet Purchasing Division, 150 W. Jefferson St., Joliet, IL 60432 between the hours of 8:00 A.M. and 4:30 P.M., Monday through Friday. Hard copies will not be available for purchase. Electronic copies can be downloaded free of charge at <http://www.cityofjoliet.info/bids-proposals>.

Any contract or contracts awarded under this invitation for bids are expected to be funded in part by a loan from the Illinois Environmental Protection Agency (Illinois EPA). Neither the State of Illinois nor any of its departments, agencies, or employees is or will be a party to this invitation for bids or any resulting contract. The procurement will be subject to regulations contained in the Procedures for Issuing Loans from the Water Pollution Control Loan Program (35 IAC Part 365), the Davis-Bacon Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor, the Illinois "Prevailing Wage Act" (820 ILCS 130/1-12) as ascertained by the Illinois Department of Labor for Will County, Illinois, and the Employment of Illinois Workers on Public Works

Act (30 ILCS 570), and the "Use of American Iron and Steel" requirements as contained in Section 436 of H.R. 3547, The Consolidated Appropriations Act, 2014. This procurement is also subject to the loan recipient's policy regarding the increased use of disadvantaged business enterprises. The loan recipient's policy requires all bidders to undertake specified affirmative efforts at least sixteen (16) days prior to bid opening. The policy is contained in the specifications. Bidders are also required to comply with the President's Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in 41 CFR 60-4.

The City of Joliet Local Bidder Ordinance does not apply to this contract.

All bidders will be required to submit Bid Security in the form of a Certified Check, Cashier's Check or a Bid Bond in the amount of **Ten percent (10%) of the Base Bid**, payable to the City of Joliet. All Bidding Document holders should sign up for RSS feeds at <http://cityofjoliet.info/departments/finance/purchasing/bids-proposals/construction-public-utilities> and provide your first and last name and email address to automatically receive addendums. Addendums will also be posted on the City of Joliet's website at <http://www.cityofjoliet.info/bids-proposals>. The potential vendor/contractor remains responsible for obtaining all addenda to the original specification so they should check the specific bid page before submitting a bid to make sure they have received all addendums to a specific contract.

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

Bidders are required to be pre-qualified through the Illinois Department of Transportation, the Capital Development Board or the City of Joliet. It is the responsibility of the bidder to ensure that their pre-qualification information is provided to the City of Joliet Purchasing Division prior to the bid opening. If bidders are not prequalified through IDOT or Capital Development Board, then they must be prequalified with the City of Joliet. Financial prequalification forms can be obtained from the City of Joliet website at <http://www.cityofjoliet.info/departments/finance/purchasing/prequalification-process>.

This prequalification MUST be renewed yearly. To check on your current prequalification status, you can contact purchasing@jolietcity.org. The current price for City of Joliet prequalification is \$175, which offsets the costs for independent auditor review of the documents. Those documents are to be submitted to the Purchasing Division, City of Joliet, 150 W. Jefferson Street, Joliet, IL 60432 at least 6 days prior to the bid opening.

All Bids shall remain subject to acceptance for 120 days after the time set for receiving Bids.

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

ALL PROPOSALS ARE SUBJECT TO THE REQUIREMENTS OF THE CITY OF JOLIET PROCUREMENT CODE (Section 2-430 - 2-453 of the Code of Ordinances)

Martin J. Shanahan, Jr.
Interim City Manager

Margaret E. McEvilly
Contract Administrator

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

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

- A. *Bidder* – The individual or entity who submits a Bid directly to OWNER.
- B. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- C. *Successful Bidder* – The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.02 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 Bidders must be prequalified with the City of Joliet to bid this project pursuant to Ordinance 7345. All Bidders shall become prequalified in one of the following ways:
 - A. If a company is currently prequalified by the State of Illinois (via IDOT or the Capital Development Board), such person shall submit a copy of said prequalification to Office of the City Clerk prior to the date and time set for the bid opening.
 - B. If a company is not State of Illinois prequalified as described above, they shall submit a City of Joliet Prequalification Form and a financial statement. The prequalification forms can be obtained from the City of Joliet website at <http://www.cityofJoliet.info/index.aspx?page=97> . This prequalification MUST be renewed yearly. The current price for City of Joliet prequalification is \$175, which offsets the costs for independent auditor review of the documents. Those documents are to be submitted to the City Clerk's Office, City of Joliet, 150 W. Jefferson Street, Joliet, IL 60432 at least 6 days prior to the bid opening and must be accompanied by \$175 and need to be updated annually. In addition to the form being submitted, a financial statement prepared or certified by a duly certified public accountant shall also be submitted. The certified public accountant shall also certify that he/she is presently a duly certified public accountant in the state in which he/she is certified. The financial statement must include the company's latest balance sheet and income statement showing the following items: Current Assets (e.g., cash joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses). The evaluation of the independent auditor shall determine the amount of prequalification. Prequalification shall be valid for a period of twelve (12) calendar months following the date of certification by the independent auditors.

- C. Bids from bidders who have not submitted required prequalification documents as required in subsections (1) or (2) above shall not be opened.

3.02 OWNER'S decision as to qualification of the Bidders shall be final.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 Underground Facilities

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

4.02 On request, OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests and studies.

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

- A. Examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;
- B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
- D. Carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that have been identified in the Supplementary Conditions as containing reliable Technical Data;
- E. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

- F. Obtain and carefully study (or assume responsibility for doing so) all examinations, investigations, explorations, tests, studies, and data concerning conditions, (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
 - G. Become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
 - I. Promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder; and
 - J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.04 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions therefor by ENGINEER are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

- 5.01 A **mandatory** Pre-Bid Conference will be held as scheduled in the Invitation to Bid. Representatives of OWNER and ENGINEER will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. ENGINEER will transmit to all prospective Bidders of record such Addenda as ENGINEER considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 – SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to ENGINEER in writing – **and no such questions will be received within 6 days of the time of the opening of bids.** Interpretations or clarifications considered necessary by ENGINEER in

response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by ENGINEER.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to OWNER in an amount of not less than **ten percent (10%) of Bidder's Computed Base Bid Price** and in the form of a certified or bank check or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 6.01 of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of seven days after the Effective Date of the Agreement or **121 days** after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, milestones are to be achieved and the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

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

ARTICLE 11 – SUBSTITUTE AND ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute items. Whenever it is specified or described in the Bidding Documents that a substitute item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in the General Conditions and may be supplemented in the Supplementary Conditions or General Requirements.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 Bidders shall submit a list of proposed Subcontractors having direct contract with the CONTRACTOR within 24 hours of the bid opening. Include the address and phone number for each Subcontractor.

ARTICLE 13 – PREPARATION OF BID

- 13.01 Only the Bid form included with the Bidding Documents shall be used. Bidder shall not add any conditions or qualifying statements to the Bid.
- 13.02 All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each item listed therein.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
- 13.06 A bid by an individual shall show the Bidder's name and official address.
- 13.07 A bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.
- 13.08 Bids that are signed by an attorney-in-fact for corporations, partnerships, limited liability companies, individuals, or joint ventures shall have attached thereto a power-of-attorney evidencing authority to sign the Bid.
- 13.09 All names shall be typed or printed in ink below the signatures.
- 13.10 Bids are to be addressed to the City Clerk, City of Joliet, 150 West Jefferson Street, Joliet, IL 60432, and shall be marked "BID ENCLOSED – EASTSIDE WASTEWATER TREATMENT PLANT PHOSPHORUS REMOVAL PROJECT".
- 13.11 All Addenda shall be acknowledged, not only on the Bid Form, but also on the outside of the sealed opaque envelope. Bids received without acknowledgement of Addenda, if any, on the outside of the sealed opaque envelope shall be returned to Bidder unopened.
- 13.12 Each addendum shall be acknowledged separately on the envelope; (i.e., Addendum No. 1 of [DATE], Addendum No. 2 of [DATE]).
- Addenda will be provided in an electronic format (.pdf format) on the City's website. All Bidding Document holders should sign up for RSS feeds at <http://cityofjoliet.info/departments/finance/purchasing/bids-proposals/construction-public-utilities> and provide your first and last name and email address to automatically receive addendums. Addendums will be posted on the City of Joliet's website at <http://www.cityofjoliet.info/bids-proposals>.
- 13.13 The Bid shall contain the full name, address, and telephone number for communications regarding the Bid.
- 13.14 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the

Contract. Bidder's state contractor license number for the state of the Project, if any, shall also be shown on the Bid form.

- 13.15 Bidder shall execute and **attach to his/her Bid** the following documents as required by the IEPA Water Pollution Control Loan that is partially funding the project:
- Certification of Nonsegregated Facilities. See Section 00 30 20 of the Project Manual.
 - [Notice to Labor Unions or Other Organizations of Workers Nondiscrimination in Employment. See Section 00 30 30 of the Project Manual.](#)
 - [Certification Regarding Debarment, Suspension and Other Responsibility Matters. See Section 00 30 40 of the Project Manual.](#)
 - [Bidder Certification In Compliance with Article 33E to the "Criminal Code of 1961". See Section 00 30 60 of the Project Manual.](#)
 - Certifications and Forms relevant to Disadvantaged Business Enterprise (DBE) participation. See Section 00 30 70 of the Project Manual.
 - Bidder's Certification Regarding the Use of American Iron and Steel Products. See Section 00 30 80 of the Project Manual.
- 13.16 Bidder shall execute and **attach to his/her Bid** the City of Joliet Affidavits provided in Section 00 30 90.
- 13.17 Bidder shall submit **with his/her Bid** information required by the Responsible Bidder Ordinance provided in Section 00 21 13.
- 13.18 Bidder shall submit the bid bond provided in Section 00 43 13 **with his/her Bid**.

ARTICLE 14 – BASIS OF BID

14.01 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The "Bid Price" for each "Item" will be the product of the "Qty" for the item and the corresponding "Bid Unit Price" offered by the Bidder. The "Total of all Bid Prices" will be the sum of these "Bid Prices"; and such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.02 Basis of Design:

- A. Unless otherwise indicated, design of this Project is based upon the material and equipment named first in the list of Supplier's in a Specification section. ENGINEER has performed an evaluation of other listed Supplier's material and equipment and has determined it to be equal

in quality, function and performance to that of the Supplier named first. When other Supplier's are listed, CONTRACTOR may be required to make modifications or adjustments, at CONTRACTOR'S expense, to coordinate the installation of the furnished material and equipment with associated elements of Work, such as piping and electrical connections, or support and mounting provisions.

14.03 Base Bid Material and Equipment:

- A. Bidders shall include in their Bid price the installed cost of material and equipment furnished by either Supplier A, B, or C as named on the Base Bid Material and Equipment Schedule in the Bid form.
- B. Design of selected items of material and equipment on this Project is based upon material and equipment furnished by Supplier A as named in the Base Bid Material and Equipment Schedule. Identified as Supplier B or C, for each scheduled item is the name of Supplier(s) whose material or equipment is considered by Engineer to be equal in quality, function and performance to that of Supplier A.
- C. For each scheduled item, circle the named Supplier A, B, or C that has been included in the Bid price. Circle only one of the listed Suppliers and write in the price for the item.
- D. A substitute to Suppliers A, B, or C may be offered by a Bidder by writing in the name of the Supplier for the proposed substitute in the blank labeled "(substitute)" and the amount to be deducted from the Bid price by Change Order should the proposed substitute be acceptable to Engineer and Owner.
- E. The Bid price shall be based on the installed cost of material and equipment furnished by circled Suppliers A, B, or C without consideration of substitutes listed on the Base Bid Material and Equipment Schedule. For any item on the Schedule, if one of Suppliers A, B, or C is not circled, or if more than one of Suppliers A, B, or C are circled, the Bid price shall be based on material and equipment furnished by Supplier A without consideration of Suppliers B or C, or the substitute.
- F. Requests for review of the proposed substitutes for items listed in the Base Bid Material and Equipment Schedule will be considered only for Suppliers entered on the Bid Form.
- G. Written application and supporting documentation for review of proposed substitutes shall be submitted not later than 2 days after the Effective Date of the Agreement. The procedures for submission and consideration by Engineer for determining the acceptability of substitutes are set forth in the General Conditions and Supplementary Conditions. Should the substitute not be acceptable, Contractor shall provide circled Supplier A, B, or C for the price bid.
- H. Not more than 30 days after the Effective Date of the Agreement, Owner may select any proposed substitute in lieu of circled Suppliers A, B, or C and Bidder agrees, upon notice of selection, to furnish and install the substitute if it is determined to be acceptable by the Engineer.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title, the name and address of Bidder, acknowledgement of any addenda, and shall be accompanied by the Bid Security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope

plainly marked on the outside with the notation "BID ENCLOSED – EASTSIDE WASTEWATER TREATMENT PLANT PHOSPHORUS REMOVAL PROJECT".

15.02 Bids received after the official bid closure time will be returned to the bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Modifications to a Bid shall be in conformance with these Instructions to Bidders.

16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive. The Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

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

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

19.02 In evaluating Bidders, OWNER will consider the qualifications of Bidders and may consider the qualifications, safety record, and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in Article 12 of these Instructions To Bidders.

- 19.03 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, safety record, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- 19.04 In evaluating Bids for lowest Bid price, OWNER will consider the Lump Sum Base Bid Price without regard to alternates and supplemental unit prices.
- 19.05 OWNER shall have the right to reject any supplemental unit prices for additions to or deductions from the Work as given in the Bid, if the prices are considered excessive or unreasonable, or to accept any supplemental unit prices that may be considered fair and reasonable.
- 19.06 If the contract is to be awarded, it will be awarded to the lowest responsive, responsible Bidder.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER'S requirements as to performance and payment Bonds and insurance. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by such Bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required bonds and certificates or policies of insurance as required by the Supplementary Conditions. Within ten days thereafter, OWNER will deliver one fully signed counterpart to CONTRACTOR and ENGINEER.

ARTICLE 22 – SALES AND USE TAXES

- 22.01 Neither the Owner nor the project is subject to sales taxes. Contact OWNER to obtain the Owner's tax identification number.

ARTICLE 23 – WAGE RATES

- 23.01 Bidders will be required to comply with all laws, including those relating to the employment of labor and the payment of the general prevailing rate of hourly wages in the locality in which the work is to be performed for each craft or type of worker or mechanic needed to execute the contract or perform such work, also the general prevailing rate for legal holiday and overtime work (including, but not necessarily limited to 820 ILCS 130/0.01 et seq. the "Prevailing Wage Act") as ascertained by the City shall be paid for each craft or type of worker needed to execute the contract or to perform such work. If at the time this Contract is executed, or if during the term of this Contract, there is an excessive unemployment in Illinois as defined in the employment of Illinois Workers on Public Works Act, 30 ILCS 570-0.01 et seq., as two consecutive months of unemployment exceeding 5% Contractor agrees to employ Illinois laborers. An "Illinois Laborer" is defined as any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. The Bidder shall require all subcontractors (if any) to conform with said laws, and any rules or regulations now and thereafter issued pursuant to said laws by Bidders, his subcontractors, and/or anyone working through or on behalf of Bidder or Bidder's subcontractors. Certified payroll reports shall be submitted to the City of Joliet for primary and subcontractors.

- 23.02 Pursuant to State of Illinois Public Act 86-799 (effective January 1, 1990), these specifications list in Section 00 30 50, the prevailing rate of wages for the county where the contract is being performed and for each craft or type of worker needed to execute each Contract. Each Contractor and their subcontractors shall pay wages to their workers according to the attached schedules and any applicable updates to these wages, as provided by law.
- 23.03 The wage rates will be incorporated into and made a part of the Contract Documents when the Contract Documents are prepared for execution. CONTRACTOR shall comply with Chapter 820 of the Illinois Compiled Statutes, Section 130/5, as amended in 2005 by Public Act 094-0515, regarding certified payroll records retainage and the filing of **weekly** certified payrolls.
- 23.04 All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the construction of the Project shall apply to the contract throughout including the Employment of Illinois Workers on Public Works Act (30 ILCS 570), and the Davis-Bacon Wage Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor.
- 23.05 The wage rates are incorporated in this Project Manual. Illinois Prevailing Wage Act of Davis Bacon Wage Rates are applicable. Contractor and subcontractors are to pay whichever rate is higher.

ARTICLE 24 – NON-DISCRIMINATION IN EMPLOYMENT

- 24.01 Bidder shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out the applicable requirements of 40 CFR 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or other legally available remedies.

ARTICLE 25 – RESPONSIBLE BIDDERS ORDINANCE

- 25.01 All bidders must comply with the requirements of the Responsible Bidder Ordinance adopted by the City of Joliet provided in Section 00 30 90. Documentation required by the Ordinance shall be submitted with bid.

ARTICLE 26 – CONSTRUCTION CONTRACT MINORITY PARTICIPATION

- 26.01 Bidders will be required to meet the City of Joliet's requirements for Minority Participation provided in Section 00 30 90.

ARTICLE 27 – ETHICS ORDINANCE

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

- 27.02 It is the duty of any bidder, proposer, consultant, subcontractor, applicant for pre-qualification for a City contract, applicant for local bidder certification, and all officers, directors, agents, partners and employees of any bidder, proposer, consultant, subcontractor, or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to City of Joliet Ordinance 2-180, et. seq.. Any of the aforementioned parties understands and will abide by all provisions of the aforementioned Ordinance. All contractors must inform subcontractors of the provision and require understanding and compliance with it.
- 27.03 A copy of the City of Joliet Ethics Ordinance and all other City Ordinances are available in the City Clerk's office or on the City website for your review.

ARTICLE 28 – DOMESTIC CONSTRUCTION PRODUCTS

- 28.01 This project is being partially funded by the Consolidated Appropriations Act, 2014. The Consolidated Appropriations Act, 2014 states that all "iron and steel products" used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works are produced in the United States. "Iron and Steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, conduit, reinforced precast concrete, and construction materials.

ARTICLE 29 – EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT, 30 ILCS 570

- 29.01 If at the time this Contract is executed, or if during the term of this Contract, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570, as two consecutive months of unemployment exceeding 5%, Contractor agrees to employ a work force that consists of at least 90% Illinois laborers. An "Illinois laborer" is defined as any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. The Bidder shall require all subcontractors (if any) to conform with said laws, and any rules or regulations now and thereafter issued to said laws by Bidder, his subcontractors, and/or anyone working through or on behalf of Bidder or Bidder's subcontractors.

END OF INSTRUCTIONS TO BIDDERS

**AFFIRMATIVE ACTION FOR EQUAL EMPLOYMENT OPPORTUNITIES
(EXECUTIVE ORDER 11246)**

AFFIRMATIVE ACTION FOR EQUAL EMPLOYMENT OPPORTUNITIES

1. GENERAL

- A. Pursuant to the requirements of the Agreement between OWNER and the State of Illinois under the IEPA's Water Pollution Control Loan Program loan, the CONTRACTOR and Subcontractors shall comply with the provisions of Executive Order 11246, a copy of which is attached to this section.

**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:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	Insert goals for* each year <u>20.9%</u>	Insert goals for* each year <u>6.9%</u>

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 60-4. Compliance with the goals will be measured against the total work hours performed.

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

*goals and timetables published from time to time by the Director, Office of Federal Contract Compliance Programs (OFCCP)

**Insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any.

**CONSTRUCTION CONTRACTORS AFFIRMATIVE ACTION REQUIREMENTS
GOALS FOR MINORITY PARTICIPATION**

(As published in the Friday, October 3, 1980 Federal Register)

FEMALE PARTICIPATION= 6.9% STATEWIDE

<u>County</u>	<u>Percent</u>	<u>County</u>	<u>Percent</u>	<u>County</u>	<u>Percent</u>
Adams	3.1	Jasper	11.4	Randolph	11.4
Alexander	11.4	Jefferson	11.4	Richland	11.4
Bond	11.4	Jersey	11.4	Rock Island	4.6
Boone	6.3	Jo Davis	0.5	Saline	3.5
Brown	3.1	Johnson	11.4	Sangamon	4.5
Bureau	18.4	Kane	19.6	Schuyler	3.3
Calhoun	11.4	Kankakee	9.1	Scott	4
Carroll	3.4	Kendall	18.4	Shelby	4
Cass	4	Knox	3.3	Stark	3.3
Champaign	7.8	Lake	19.6	St. Clair	14.7
Christian	4	La Salle	18.4	Stephenson	4.6
Clark	2.5	Lawrence	3.5	Tazwell	4.4
Clay	11.4	Lee	4.6	Union	11.4
Clinton	14.7	Livingston	18.4	Vermilion	4.8
Coles	4.8	Logan	4	Wabash	3.5
Cook	19.6	Macon	7.6	Warren	3.3
Crawford	2.5	Macoupin	11.4	Washington	11.4
Cumberland	4.8	Madison	14.7	Wayne	11.4
De Kalb	18.4	Marion	11.4	White	3.5
De Witt	4	Marshall	3.3	Whiteside	3.4
Douglas	4.8	Mason	3.3	Will	20.9
Du Page	19.6	Massac	5.2	Williamson	11.4
Edgar	4.8	McDonough	3.3	Winnebago	6.3
Edwards	3.5	McHenry	19.6	Woodford	4.4
Effingham	11.4	McLean	2.5		
Fayette	11.4	Menard	4.5		
Ford	4.8	Mercer	3.4		
Franklin	11.4	Monroe	14.7		
Fulton	3.3	Montgomery	11.4		
Gallatin	3.5	Morgan	4		
Greene	11.4	Moultrie	4		
Grundy	18.4	Ogle	4.6		
Hamilton	3.5	Peoria	4.4		
Hancock	3.4	Perry	11.4		
Hardin	5.2	Piatt	4.8		
Henderson	3.4	Pike	3.1		
Henry	4.6	Pope	5.2		
Iroquois	18.4	Pulaski	11.4		
Jackson	11.4	Putnam	18.4		

41 CFR 60**60-4.1 Scope and Application.**

This part applies to all contractors and subcontractors that hold any Federal or federally assisted construction contract in excess of \$10,000. The regulations in this part are applicable to all of a construction contractor's or subcontractor's construction employees who are engaged in on site construction including those construction employees who work on a non-Federal or non-federally assisted construction site. This part also establishes procedures, which all Federal contracting officers and all applicants, as applicable, shall follow in soliciting for and awarding Federal or federally assisted construction contracts. Procedures also are established which administering agencies shall follow in making any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of Executive Order 11246, as amended. In addition, this part applies to construction work performed by construction contractors and subcontractors for Federal non-construction contractors and subcontractors if the construction work is necessary in whole or in part to the performance of a non-construction contract or subcontract.

[43 FR 49254, OCT. 20, 1978; 43 FR 51404, NOV. 3, 1978]

60-4.2 Solicitations.

(a) All Federal contracting officers and all applicants shall include the notice set forth in paragraph (d) of this section and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth in § 60-4.3 of this part in all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of the part. Administering agencies shall require the inclusion of the notice set forth in paragraph (d) of this section and the specifications set forth in § 60-4.3 of this part as a condition of any grant, contract, subcontract, loan, insurance or guarantee involving federally assisted construction covered by this Part 60-4.

(b) All non-construction contractors covered by Executive Order 11246 and the implementing regulations shall include the notice in paragraph (d) of this section in all construction agreements, which are necessary in whole or in part to the performance of the covered non-construction contract.

(c) Contracting officers, applicants and non-construction contractors shall give written notice to the Director within 10 working days of award of a contract subject to these provisions. The notification shall include the name, address and telephone number of the contractor; employer identification number; dollar amount of the contract, estimated starting and completion dates of the contract; the contract number; and geographical area in which the contract is to be performed.

(d) 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 or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment 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:

Time- tables	Goals for minority participation for each trade	Goals for female participation in each trade
	Insert goals for each year. 20.9%	Insert goals for each year. 6.9%

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

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

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

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978, AS AMENDED AT 45 FR 65977, OCT. 3, 1980]

60-4.3 Equal Opportunity Clauses.

(a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 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 non-construction Federal contracts and subcontracts covered under the Executive order.

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

1. As used in these specifications:

a. "Covered area," means the geographical area described in the solicitation from which this contract resulted:

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals

for minority and female participation and which is set forth in the solicitations from which this contract resulted.

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

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a 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. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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, nor the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, the Contractor must employ such apprentices and trainees during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

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

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The

Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

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

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

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

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

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

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

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

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

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

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

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

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

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 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 all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is 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 its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

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

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports 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 records satisfy this requirement, contractors shall not be required to maintain separate records.

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

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978, AS AMENDED AT 45 FR 65978, OCT. 3, 1980]

60-4.4 Affirmative Action Requirements.

(a) To implement the affirmative action requirements of Executive Order 11246 in the construction industry, the Office of Federal Contract Compliance Programs previously has approved affirmative action programs commonly referred to as "Hometown Plans," has promulgated affirmative action plans referred to as "Imposed Plans" and has approved "Special Bid Conditions" for high impact projects constructed in areas not covered by a Hometown or an Imposed Plan. All solicitations for construction contracts made after the effective date of the regulations in this part shall include the notice specified in § 60-4.2 of this part and the specifications in § 60-4.3 of this part in lieu of the Hometown and Imposed Plans including the Philadelphia Plan and Special Bid Conditions. Until the Director has issued an order pursuant to § 60-4.6 of this part establishing goals and timetables for minorities in the appropriate geographical areas or for a project covered by Special Bid Conditions, the goals and timetables for minorities to be inserted in the Notice required by 41 CFR 60-4.2 shall be the goals and timetables contained in the Hometown Plan, Imposed Plan or Special Bid Conditions presently covering the respective geographical area or project involved.

(b) Signatories to a Hometown Plan (including heavy highway affirmative action plans) shall have 45 days from the effective date of the regulations in this part to submit under such a Plan (for the director's approval) goals and timetables for women and to include female representation on the Hometown Plan Administrative Committee. Such goals for female representation shall be at least as high as the goals established for female representation in the notice issued pursuant to 41 CFR 60-4.6. Failure of the signatories, within the 45-day period, to include female representation and to submit goals for women or a new plan, as appropriate, shall result in an automatic termination of the Office of Federal Contract Compliance Program's approval of the Hometown Plan. At any time the Office of Federal Contract Compliance Programs terminates or withdraws its approval of a Hometown Plan, or when the plan expires and another plan is not approved, the contractors signatory to the plan shall be covered automatically by the specifications set forth in § 60-4.3 of this part and by the goals and timetables established for that geographical area pursuant to § 60-4.6 of this part.

60-4.5 Hometown Plans

(a) A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: *Provided*, That each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it

has employees; and that the overall good 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's goals and timetables. If a contractor is not participating in an approved Hometown Plan it shall comply with the specifications set forth in § 60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the notice required by 41 CFR 60-4.2 with regard to that trade. For the purposes of this part 60-4, a contractor is not participating in a Hometown Plan for a particular trade if it:

- (1) Ceases to be signatory to a Hometown Plan covering that trade;
 - (2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
 - (3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations, which are not or cease to be signatories to the same Hometown Plan for that trade;
 - (4) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
 - (5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;
 - (6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.
- (b) Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provision of the Hometown Plan.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978]

60-4.6 Goals and Timetables.

The Director, from time to time, shall issue goals and timetables for minority and female utilization, which shall be based on appropriate workforce, demographic, or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

[45 FR 65978, OCT. 3, 1980]

60-4.7 Effect on Other Regulations.

The regulations in this part are in addition to the regulations contained in this chapter, which apply to construction contractors and subcontractors generally. See particularly, 41 CFR 60-1.4 (a), (b), (c), (d), and (e); 60-1.5; 60-1.7; 60-1.8; 60-1.26; 60-1.29; 60-1.30; 60-1.32; 60-1.41; 60-1.42; 60-1.43; and 41 CFR Part 60-3; Part 60-20; Part 60-30; Part 60-40; and Part 60-50.

60-4.8 Show Cause Notice.

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the contractor or subcontractor a notice to show cause which shall contain the items specified in paragraphs (i) through (iv) of 41 CFR 60-2.2(c)(1). If the contractor does not show good cause within 30 days, or in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make up goals and timetables, back pay, and seniority relief for affected class members, the OFCCP shall follow the procedure in 41 CFR 60-1.26(b): *Provided*, That where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978]

60-4.9 Incorporation by Operation of the Order.

By operation of the order, the equal opportunity clause contained in § 60-1.4, the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) contained in § 60-4.2, and the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) contained in § 60-4.3 shall be deemed to be a part of every solicitation or of every contract and subcontract, as appropriate, required by the order and the regulations in this chapter to include such clauses whether or not they are physically incorporated in such solicitation or contract and whether or not the contract is written.

CERTIFICATION OF NON-SEGREGATED FACILITIES

CERTIFICATION OF NON-SEGREGATED FACILITIES

1. GENERAL

- A. Pursuant to the requirements of the Agreement between OWNER and the State of Illinois under the IEPA's Water Pollution Control Loan Program loan, the CONTRACTOR and Subcontractors shall execute a Certification of Non-segregated Facilities, a blank copy of which is attached to this section. Said form shall be executed and submitted with Bid.

U.S. ENVIRONMENTAL PROTECTION AGENCY

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 that are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he 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, and that he will retain such certification in his files.

Signature

Date

Name and Title of Signer (Please type)

Firm Name

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NOTICE OF NON-DISCRIMINATION IN EMPLOYMENT

NOTICE OF NON-DISCRIMINATION IN EMPLOYMENT

1. GENERAL

- A. Pursuant to the requirements of the Agreement between OWNER and the State of Illinois under the IEPA's Water Pollution Control Loan Program loan, the CONTRACTOR and Subcontractors shall each execute Non-Discrimination in Employment, a blank copy of which is attached to this section. *This form shall be submitted with Bid.*

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS

NONDISCRIMINATION IN EMPLOYMENT

To: _____
(Name of union or organization of workers)

The undersigned currently holds contract(s) with _____
(name of applicant)

involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contracts(s) or subcontract(s) and in accordance with Executive Order 11246, as amended, dated September 24, 1965, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT, ADVERTISING, OR SOLICITATION FOR EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontracts(s) and Executive Order 11246, as amended.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

(Contractor or Subcontractor)

(Date)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

1. GENERAL

- A. Pursuant to the requirements of the Agreement between OWNER and the State of Illinois under the IEPA's Water Pollution Control Loan Program loan, the CONTRACTOR and Subcontractors shall each execute the "Certification Regarding Debarment, Suspension, and Other Responsibility Matters", a blank copy of which, along with its instruction sheet, are attached to this section. *This form shall be submitted with Bid.*

EPA Project Control #: L174760
Joliet - Eastside WWTP Phos Removal.

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant to the best of its knowledge and belief that it and its principles:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

(Typed Name & Title of Authorized Representative)

(Signature of Authorized Representative) (Date)

I am unable to certify the above statements. My explanation is attached.

Instructions

Under Executive Order 12549 an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a sub-agreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or sub-agreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the attached regulation.

Where to Submit

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

How to Obtain Forms:

EPA includes the certification form, instructions, and a copy of its implementing regulation (40 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies/assistance may be requested from:

Compliance Branch
Grants Administration Division (PM-216F)
U.S. Environmental Protection Agency
401 M Street, SW
Washington DC 20460
(Telephone: 202-475-8025)

PREVAILING WAGE REQUIREMENTS

1. GENERAL

- A. The CONTRACTOR and Subcontractors shall pay wages not less than the prevailing hourly wage rate for each classification of employee engaged on the Work as determined by the U.S. Department of Labor and the State of Illinois, whichever is higher.
- B. CONTRACTOR shall be required to comply with the most recently publicized "Wage of Employees on Public Works (Prevailing Wage) Act" (820 ILCS 130/1 et. Seq. (1993)) for the State of Illinois and the U.S. Department of Labor Davis-Bacon Act (40 USC 276a through 376a-5) wages. Contractor shall pay whichever rate is higher. Copies of these wage rates are incorporated in the Contract Documents.
- C. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of Work that may be performed by any employee in any particular period of time.
- D. The CONTRACTOR shall post a copy of the wage determination in a prominent place at the site of the Work where the employees can easily see it.
- E. CONTRACTOR is required to submit to ENGINEER and to the OWNER's Project Manager (or his or her designee) certified payroll submittals on a **weekly** basis to demonstrate compliance with this section. Submittals shall be in the form of Adobe Acrobat .pdf files sent concurrently to ENGINEER and to the OWNER's Project Manager. Paper copies are not needed nor desired.

2. WAGE DECISION

- A. A copy of the Prevailing Wage Decision pertaining to the Project is shown on the following pages.

3. CERTIFIED PAYROLL

- A. CONTRACTOR shall submit to OWNER certified payroll on a weekly basis, in accordance with Chapter 820 of the Illinois Compiled Statutes, Section 130/5, as amended in 2005 by Public Act 094-0515. Certified payroll records shall be retained by CONTRACTOR for not less than 3 years, in accordance with Public Act 094-0515.
- B. Certified payroll shall be delivered to OWNER and ENGINEER electronically via standard e-mail in .pdf format for each trade involved in the project. Paper copies of certified payroll records are not desired or required. Failure to provide certified payroll in any billing period is considered by the ENGINEER to be adequate cause for rejection of the CONTRACTOR'S pay estimate.

4. IEPA PROVISIONS REGARDING PREVAILING WAGES

- A. The following 8-page document provides the requirements attributed to the IEPA Water Pollution Control Loan Program WPCLP loan that the Owner has secured for the project. BIDDER shall comply with these provisions.

END OF SECTION
(plus attachments)

BIDDER certifies that wages paid in connection with the PROJECT shall be paid at prevailing rates not less than those prevailing under the Davis-Bacon Wage Act. Bidder further certifies that the provisions contained in the following clauses will be exercised in the performance of any contract resulting from this BID and are made a part of the CONTRACT DOCUMENTS thereto by their inclusion in the BID as follows:

(1) *Minimum wages.*

(i) 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 paragraph (a)(1)(iv) of this section; 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 §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 paragraph (a)(1)(ii) of this section) 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. Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii) (A) The sub-recipient, on behalf of USEPA, shall require that any class of laborers or mechanics, including helpers, 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. The USEPA award official shall approve an additional classification and wage rate and fringe benefits therefore 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 the sub-recipient 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 the sub-recipient to IEPA. IEPA shall forward the report to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington,

DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub-recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), IEPA shall refer the questions, including the views of all interested parties and the recommendation of the sub-recipient, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, 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.

(2) *Withholding.* The sub-recipient 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, the sub-recipient 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.

(3) *Payrolls and basic records.*

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and 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.

- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the sub-recipient. Such documentation shall be available upon request of IEPA or USEPA. 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 [<https://www.dol.gov/whd/forms/index.htm>]. 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 the sub-recipient, for transmission to the IEPA, USEPA, 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 section 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 the sub-recipient.
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, 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 Regulations, 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 paragraph (a)(3)(ii)(B) of this section.

- (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 paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of IEPA, USEPA 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, the Federal agency 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 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 no less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by form 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 classification of 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 this part 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 shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the USEPA may by appropriate instruction require, 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 29 CFR 5.5.

(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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

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

Contract Provision for Contracts in Excess of \$100,000 - clauses (1) through (4) shall be inserted in full in any contract in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act.

Contract Work Hours and Safety Standards Act

- (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 he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section 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 paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The sub-recipient, shall upon its own action or upon written request of the USEPA award official or 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 contractor, 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 paragraph (b)(2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section 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 paragraphs (b)(1) through (4) of this section.

The following shall be inserted into any contract subject only to the Contract Work Hours and Safety Standards Act.

The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the USEPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

*******Insert applicable current Davis-Bacon Wage Rates Here*******

General Decision Number: IL180008 09/07/2018 IL8

Superseded General Decision Number: IL20170008

State: Illinois

Construction Types: Building and Residential

Counties: Du Page, Grundy, Kane, Kendall, Lake, McHenry and Will Counties in Illinois.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	02/16/2018
3	02/23/2018
4	03/16/2018
5	05/18/2018
6	06/01/2018
7	06/15/2018
8	06/22/2018
9	06/29/2018
10	07/06/2018
11	07/13/2018
12	08/03/2018
13	08/10/2018
14	08/17/2018
15	08/24/2018
16	08/31/2018
17	09/07/2018

ASBE0017-005 06/01/2017

Rates Fringes

ASBESTOS WORKER/INSULATOR
includes the application
of all insulating
materials, protective
coverings, coatings, and
finishes to all types of

mechanical systems.....	\$ 50.50	25.80
Fire Stop Technician.....	\$ 40.40	24.54
HAZARDOUS MATERIAL HANDLER		
includes preparation, wetting, stripping, removal, scrapping vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not.....		
	\$ 37.80	24.54

BOIL0001-003 05/01/2017

DU PAGE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY, AND WILL COUNTIES

	Rates	Fringes
BOILERMAKER.....	\$ 46.18	29.58

BRIL0014-001 06/01/2016

DU PAGE, GRUNDY, LAKE, and WILL COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.88	26.62

BRIL0021-002 06/01/2017

	Rates	Fringes
MARBLE SETTER.....	\$ 44.63	26.83

BRIL0021-008 06/01/2017

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

BRIL0021-010 06/01/2017

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

BRIL0027-002 06/01/2016

KANE, KENDALL, and MCHENRY COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.88	26.62

CARP0555-003 06/01/2018

DUPAGE ANE LAKE COUNTIES

	Rates	Fringes
CARPENTER		
Building.....	\$ 47.35	32.83

Heavy & Highway.....\$ 47.35 32.83

CARP0555-004 10/01/2017

Residential

DU PAGE and LAKE COUNTIES

Rates Fringes

CARPENTER.....\$ 37.11 31.29

CARP0555-006 06/01/2018

WILL COUNTY

BUILDING

Rates Fringes

Carpenter; Millwright;
Piledrivermen.....\$ 47.35 35.11

CARP0555-007 10/01/2017

WILL COUNTY

RESIDENTIAL

Rates Fringes

CARPENTER.....\$ 37.11 31.29

CARP0555-009 06/01/2018

KANE, KENDALL, AND McHENRY COUNTIES

BUILDING

Rates Fringes

CARPENTER
Carpenter, Floor Layer,
Lather, Millwright, and
Piledriver.....\$ 47.35 32.84

CARP0555-010 10/01/2017

KANE, KENDALL, and McHENRY COUNTIES

RESIDENTIAL

Rates Fringes

CARPENTER.....\$ 37.11 31.29

CARP0555-012 10/01/2017

GRUNDY COUNTY

Rates Fringes

CARPENTER
Carpenter, Millwright,
Piledriver, and Soft Floor

Layer		
Building.....	\$ 46.35	31.30
Residential.....	\$ 37.11	31.29

ELEC0009-002 06/03/2018

WILL COUNTY

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

ELEC0117-002 06/04/2018

KANE (Northern Half) and McHENRY COUNTIES

	Rates	Fringes
ELECTRICIAN		
Building.....	\$ 48.64	32.60

ELEC0117-003 10/30/2017

KANE (Northern Half), and McHENRY COUNTIES

	Rates	Fringes
ELECTRICIAN		
ELECTRICAL TECHNICIAN.....	\$ 38.92	32.04%+\$13.88

Work includes the installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central office, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN, (wide area networks), LAN (Local area networks), and ISDN (integrated system digital network).The work shall cover the pulling of wire in raceways, but not the installation of raceways.

ELEC0117-004 02/05/2018

KANE (Northern Half) and McHENRY COUNTIES

	Rates	Fringes
ELECTRICIAN		
Residential.....	\$ 39.62	28.06

ELEC0150-002 01/29/2018

LAKE COUNTY

	Rates	Fringes
ELECTRICIAN		
Building.....	\$ 40.00	38.49
Residential.....	\$ 39.05	28.39

ELEC0150-003 10/30/2017

LAKE COUNTY

Rates Fringes

ELECTRICIAN

ELECTRICAL TECHNICIAN.....\$ 36.95 29.15

Work includes the installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central office, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN, (wide area networks), LAN (Local area networks), and ISDN (integrated system digital network).The work shall cover the pulling of wire in raceways, but not the installation of raceways.

ELEC0176-003 06/01/2018

Grundy and Will Counties

Rates Fringes

ELECTRICIAN

Residential.....\$ 40.98 31.38

ELEC0176-008 06/01/2018

GRUNDY and WILL COUNTIES

Rates Fringes

ELECTRICIAN

Building.....\$ 43.50 39.26

ELEC0176-015 06/01/2018

GRUNDY and WILL COUNTIES

Rates Fringes

ELECTRICIAN

ELECTRICAL TECHNICIAN.....\$ 36.00 30.58

Work includes the installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central office, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN, (wide area networks), LAN (Local area networks), and ISDN (integrated system digital network).The work shall cover the pulling of wire in raceways, but not the installation of raceways.

ELEC0461-002 06/04/2018

KANE (Southern Half) AND KENDALL COUNTIES

Rates Fringes

ELECTRICIAN

Building.....	\$ 47.72	32.39
Residential.....	\$ 41.75	25.96

ELEC0461-005 10/30/2017

KANE (Southern Half), AND KENDALL COUNTIES

Rates Fringes

ELECTRICIAN

ELECTRICAL TECHNICIAN.....	\$ 40.12	25.94
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Work includes the installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central office, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN, (wide area networks), LAN (Local area networks), and ISDN (integrated system digital network).The work shall cover the pulling of wire in raceways, but not the installation of raceways.

ELEC0701-002 06/04/2018

DUPAGE COUNTY

Rates Fringes

ELECTRICIAN

Building.....	\$ 40.50	102.09%
Residential.....	\$ 36.00	28.87

ELEC0701-003 06/04/2018

DU PAGE COUNTY

Rates Fringes

ELECTRICIAN

ELECTRICAL TECHNICIAN.....	\$ 33.82	104.42%
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Work includes the installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central office, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN, (wide area networks), LAN (Local area networks), and ISDN (integrated system digital network).The work shall cover the pulling of wire in raceways, but not the installation of raceways.

ELEV0002-002 01/01/2018

DU PAGE, KANE, KENDALL, LAKE, & WILL COUNTIES

Rates Fringes

ELEVATOR MECHANIC.....	\$ 54.85	32.645+a+b
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FOOTNOTES:

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

b) Employer contributes 8% of regular hourly rate as vacation pay credit for employee with more than 5 years of service, and 6% for employee with less than 5 years service

ELEV0015-002 01/01/2018

McHENRY COUNTY

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 47.94	32.645+a+b

FOOTNOTES:

A. Employer contributes 8% of regular basic hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for under 5 years of service.

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

ELEV0055-001 01/01/2018

GRUNDY COUNTY

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 44.78	32.645+a+b

FOOTNOTES:

A. Employer contributes 8% of regular basic hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for under 5 years of service.

B. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; Veterans' Day & Christmas Day

* ENGI0150-026 06/01/2017

BUILDING and RESIDENTIAL

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 50.10	36.45
GROUP 2.....	\$ 48.80	36.45
GROUP 3.....	\$ 46.25	36.45
GROUP 4.....	\$ 44.50	36.45

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

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

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

IRON001-014 06/01/2018

DU PAGE (Eastern 1/4), LAKE, AND MCHENRY (Hebron, Woodstock, and East thereof) COUNTIES

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

* IRON0063-003 06/01/2018

LAKE, DUPAGE (Eastern 1/4) and McHENRY (HEBRON, WOODSTOCK & EAST THEREOF) COUNTIES

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

IRON0063-004 06/01/2018		

LAKE, DUPAGE (Eastern 1/4), and McHENRY (HEBRON, WOODSTOCK & EAST THEREOF) COUNTIES

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

IRON0136-002 07/01/2018		

LAKE, DUPAGE (Eastern 1/4) and McHENRY (HEBRON, WOODSTOCK & East thereof) COUNTIES

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

IRON0393-002 06/01/2018		

DUPAGE (REMAINDER), KANE, KENDALL (NORTHERN PART), and McHENRY (SOUTHEAST 1/4) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 45.84	35.50

IRON0444-002 06/01/2018		

DUPAGE (ARGONNE & VIC), GRUNDY, KENDALL (Southern Part), and WILL COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 43.00	38.20

IRON0498-006 06/01/2018		

McHENRY COUNTY (Northwest Part)

	Rates	Fringes
IRONWORKER.....	\$ 39.39	38.89

LAB00002-003 06/01/2017		

DU PAGE COUNTY

Rates Fringes

LABORER

GROUP 1.....	\$ 41.20	27.47
GROUP 2.....	\$ 41.20	27.47
GROUP 3.....	\$ 41.28	27.47
GROUP 4.....	\$ 41.30	27.47
GROUP 5.....	\$ 41.40	27.47
GROUP 6.....	\$ 41.40	27.47
GROUP 7.....	\$ 41.43	27.47
GROUP 8.....	\$ 41.53	27.47
GROUP 9.....	\$ 41.55	27.47
GROUP 10.....	\$ 41.75	27.47
GROUP 11.....	\$ 41.78	27.47
GROUP 12.....	\$ 41.40	27.47

LABORER CLASSIFICATIONS

GROUP 1: Building laborers, Plasterer tenders, Pumps for Dewatering & other Unclassified Laborers

GROUP 2: Fireproofing and fire shop laborers

GROUP 3: Cement gun laborers and hose

GROUP 4: Chimney over 40 feet; Scaffold laborers; Weldman-wreckers Burners

GROUP 5: Cement gun nozzle (gunite) laborers; Windlass and capstan person

GROUP 6: Stone derrickmen and handlers

GROUP 7: Jackhammermen, Power driven concrete saws and other power equipment

GROUP 8: Firebrick & boiler laborers

GROUP 9: Chimney on fire brick; Caisson Diggers; Well Point system men

GROUP 10: Boiler setter plastic laborers

GROUP 11: Jackhammermen on fire brick work only

GROUP 12: Dosimeter (any device) monitoring nuclear exposure); Asbestos abatement laborers; Toxic and Hazardous waste removal laborers

LAB0075-001 06/01/2017

GRUNDY AND WILL COUNTIES

Rates Fringes

LABORER

GROUP 1.....	\$ 41.20	27.47
GROUP 2.....	\$ 41.20	27.47
GROUP 3.....	\$ 41.28	27.47
GROUP 4.....	\$ 41.40	27.47
GROUP 5.....	\$ 41.40	27.47
GROUP 6.....	\$ 41.55	27.47
GROUP 7.....	\$ 41.40	27.47

LABORER CLASSIFICATIONS

GROUP 1 - Mortar mixers, handling asphalt shingles; Scaffolds; Sewer and trench work (ground level down to 8 feet); Catch basin and manhole diggers, mesh handling on road work; Cement and mineral filler handler; Concrete puddlers; Batch dumpers (cement & asphalt); Vibrator operators; Sand and stone wheelers to mixer Handlers); Concrete wheelers; Airtamping hammermen; Concrete & paving breakers; Rock drillers/Jackhammermen; Chipping hammermen 1-Bag mixer; Asphalt laborer; Chain and power saws; Pit men; Fencing laborers; Mason tenders (mortar and brick wheeler); Kettlemen & tarmen, tank cleaners; Scaffold and staging laborers; Pot Firemen (tarmen); Heaters tender for any purpose; Water pumps (portable water pumps shall be tended by laborers if the employer determines tending is required); Rip rap; Handling of slab steel road forms in any manner, except road form setting, setting center strips, Contraction and expansion joints (road work); Unloading and handling of lumber, brick, transite materials, cast iron water pipe, reinforced concrete rods, sewer and drain tile, railroad tiles and all other creosoted materials; paving blocks and concrete forms; Handling of insulation of any type; all work involving the unloading of materials, fixtures, or furnishing, whether crated or uncrated; all mortar and composition mixers of sewer work; track laborers; Chimney and silo laborers working at a height of 1 to 48 feet; All laborers working on swinging suspended, or any type or make of scaffolding 1 to 48 feet; All laborers working inside a sphere or any type or make of tank; Working inside a sphere or any type or make of tank from bottom to a height of 48 feet; Form strippers (any type); Mechanical or motorized buggies, for concrete or masons employers; Use of skid steer loads or any other machinery which replaces the wheelbarrow or buggy; Handling multiple concrete duct or any other type of pipe used in public utility work unless otherwise specified herein; Snapping of wall ties and removal of rods; drilling of anchor bolt holes; Concrete or asphalt clipper type saws and self-propelled saws; Shoulder and grade laborers; All hydraulic electric and air or any other type of tools; Grouting and caulking; Cleaning lumber, Nail pulling, Deck hand; Dredgehand; Shore laborer; Bankmen on Floating Plant; Tool and material checkers; Signalmen and Flagmen on all construction work; Cleaning of debris; Removal of trees; Concrete curing, temporary concrete protection regardless of manner or materials used; Laborers on Apsco; Janitorial; Wrecking and demolition laborers

GROUP 2 - Sewer and drain pipe layers and multiple concrete duct or any other type of pipe used, on public utility work (ground level to 8 feet); Pumpcrete pipe handlers

GROUP 3 - Asphalt rakers; Hod carriers; Plasterer laborers; Gunnite laborers, Slab for setters on roads, highways, streets, airport runaways, and radii (any type of form) stringline men for all aforementioned work; Wagon and tower drillers on land and floating plant used on dredging; Asphalt gunners and plug men (undercoating on road work); Mortar pump laborers; Plaster pump laborers

GROUP 4 - Tunnel miners, and all laborers inside tunnel; Air blow pipemen; Torchmen (burners); Mortaring men on sewer and drain pipe (the applying of mortar and composition mixes); All bottom men on sewer work-all sewer and drain pipelayers-multiple concrete duct or any other type of pipe

used on public utility work-8 feet or more below ground level, and all other sewer and trench laborers 8 feet or more below ground level regardless of excavation area; All labor work inside cofferdam; Use of a 10 foot or more drill steel for hand held drills; Caisson laborers ground level down 15 feet; All air tools 8 feet or more below ground level; All laborers working on swinging-suspended or any type or make of scaffolds, 48 feet to 100 feet; All chimney and silo laborers working at a height of 48 to 100 feet; All tamping hammers over 150 lbs.; All laborers working inside of a sphere or any type or make of tank at a height of 48 feet to 100 feet; all hydraulic, electric and air tools or any other type 8 feet or more below ground level; Vibrators-any type-8 feet or more below ground level

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

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

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

LAB00149-001 06/01/2017

KANE, KENDALL, AND McHENRY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 41.20	27.47
GROUP 2.....	\$ 41.43	27.47
GROUP 3.....	\$ 41.20	27.47
GROUP 4.....	\$ 41.43	27.47
GROUP 5.....	\$ 41.43	27.47
GROUP 6.....	\$ 41.55	27.47
GROUP 7.....	\$ 41.55	27.47
GROUP 8.....	\$ 41.40	27.47

LABORER CLASSIFICATIONS

GROUP 1 Common Laborer

GROUP 2 Power Vibrator

GROUP 3 Torchman (demolition only), Mortarmen

GROUP 4 Power Tamper

GROUP 5 Jackhammer & Airspade; Chainsaw, Swinging Stage and Boatswain Chair; Cement Gun Nozzleman; Hod Carrier; Plasterer Tender, and Tunnel Man

GROUP 6 Tile Layers; Bottom Men

GROUP 7 Caisson Laborers; Dynamiters

GROUP 8 Asbestos abatement laborers, Toxic and hazardous waste removal laborers, Dosimeter (any device) monitoring nuclear exposure

LAB00152-001 06/01/2017

LAKE COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 41.20	27.47
GROUP 2.....	\$ 41.28	27.47
GROUP 3.....	\$ 41.30	27.47
GROUP 4.....	\$ 41.40	27.47
GROUP 5.....	\$ 41.40	27.47
GROUP 6.....	\$ 41.43	27.47
GROUP 7.....	\$ 41.53	27.47
GROUP 8.....	\$ 41.55	27.47
GROUP 9.....	\$ 41.40	27.47
GROUP 10.....	\$ 41.75	27.47
GROUP 11.....	\$ 41.40	27.47

LABORER CLASSIFICATIONS

GROUP 1: Building laborers; Plasterer tenders, General laborers (wrecking and demolition); Fireproofing and fire shop laborers

GROUP 2: Cement gun laborers and hose

GROUP 3: Chimney over 40 feet; Scaffold laborers; Wall men or wreckers

GROUP 4: Cement Gun nozzle (gunite) laborers

GROUP 5: Stone derrickmen and handlers

GROUP 6: Jackhammermen (tamper & vibrators); Power driven concrete saws

GROUP 7: Firebrick & boiler laborer setters

GROUP 8: Chimney laborers (on fire brick); Caisson Diggers; Well Point system men

GROUP 9: Windlass and capstan persons

GROUP 10: Boiler setter plastic laborers

GROUP 11: Dosimeter (any device) monitoring nuclear exposure; Asbestos abatement laborers; Toxic and hazardous waste removal laborers

PAIN0014-002 06/01/2018

GRUNDY, LAKE, and WILL COUNTIES

	Rates	Fringes
PAINTER		
Brush, Decorator, and		

Paperhanger.....\$ 46.55 27.24

PAIN0027-003 06/01/2018

Rates Fringes

GLAZIER.....\$ 43.85 36.22

PAIN0030-001 07/01/2018

DE KALB, DU PAGE, KANE, KENDALL AND MCHENRY COUNTIES

Rates Fringes

PAINTER

Brush, Drywall
Taper/Finisher,
Sandblaster, and Spray.....\$ 46.55 21.58

PLAS0005-003 07/01/2015

GRUNDY and WILL COUNTIES

Rates Fringes

PLASTERER.....\$ 42.25 26.65

PLAS0005-006 07/01/2015

DU PAGE COUNTY

Rates Fringes

PLASTERER.....\$ 42.25 26.65

PLAS0011-008 06/01/2017

DE KALB, KANE, KENDALL, AND MCHENRY COUNTIES

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 44.84 31.60

PLAS0011-012 06/01/2017

GRUNDY AND WILL COUNTIES

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 42.00 34.56

PLAS0011-014 06/01/2017

LAKE COUNTY

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 44.98 31.47
PLASTERER.....\$ 44.85 31.77

PLAS0803-002 08/01/2010

DUPAGE COUNTY

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...	\$ 38.00	24.03
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PLUM0093-001 06/01/2015

LAKE and McHENRY COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 45.76	26.92

PLUM0130-002 06/01/2018

DUPAGE (Argonne National Laboratories and Fermi National Laboratory), GRUNDY & WILL COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 50.25	30.07

PLUM0501-001 12/01/2013

DUPAGE (excluding Argonne National Laboratory and Fermi National Laboratory), KANE, and KENDALL (except the Mich-Wis Pumping Station in Milbrook, Silicas and Plant and Village of Newark, excludes Yorkville) COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 41.20	29.15

PLUM0597-001 06/01/2018

DUPAGE (Argonne National Laboratories, and Fermi National Laboratory), GRUNDY, LAKE, MCHENRY & WILL COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 48.50	31.44

ROOF0011-004 12/01/2017

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

	Rates	Fringes
ROOFER.....	\$ 42.30	22.75

ROOF0011-009 12/01/2017

	Rates	Fringes
ROOFER.....	\$ 33.46	21.85

SFIL0281-002 01/01/2018

DuPAGE, KANE, KENDALL, LAKE, MCHENRY, and WILL COUNTIES

	Rates	Fringes
SPRINKLER FITTER.....	\$ 48.10	27.05

SHEE0073-003 07/01/2017

LAKE COUNTY

	Rates	Fringes
Sheet metal worker.....	\$ 43.50	35.42

SHEE0073-004 07/01/2017

LAKE COUNTY

	Rates	Fringes
Sheet Metal Worker		
ALUMINUM GUTTER WORK.....	\$ 30.57	35.42

SHEE0265-001 06/01/2018

DU PAGE, GRUNDY, KANE, KENDALL, McHENRY, and WILL COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 48.02	30.22

* TEAM0179-001 06/01/2017

GRUNDY, KENDALL, and WILL COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axle Trucks.....	\$ 37.68	0.15+a
4 Axle Trucks.....	\$ 37.83	0.15+a
5 Axle Trucks.....	\$ 38.03	0.15+a
6 Axle Trucks.....	\$ 38.23	0.15+a

FOOTNOTES:

- a. \$733.20 per week.
- b. Lowboy rate based on number of axles

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

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

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

yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

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

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

* TEAM0301-001 06/01/2017

LAKE AND MCHENRY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 37.69	10.15+a
4 AXLES.....	\$ 37.84	10.15+a
5 AXLES.....	\$ 38.04	10.15+a
6 AXLES.....	\$ 38.24	10.15+a

FOOTNOTES:

- a. 325.20 per week.
- b. Lowboy rate based on number of axles

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

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

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

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen

and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

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

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

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

* TEAM0673-003 06/01/2017

DU PAGE and KANE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 36.93	0.15+a
4 AXLES.....	\$ 37.08	0.15+a
5 AXLES.....	\$ 37.28	0.15+a
6 AXLES.....	\$ 37.48	0.15+a

FOOTNOTE: a. \$767.70 per week.

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

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

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

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to

40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

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

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

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

4.) All decisions by the Administrative Review Board are final.
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END OF GENERAL DECISION

General Decision Number: IL180011 09/07/2018 IL11

Superseded General Decision Number: IL20170011

State: Illinois

Construction Types: Heavy and Highway

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	04/06/2018
2	05/11/2018
3	05/25/2018
4	06/01/2018
5	06/08/2018
6	06/15/2018
7	06/22/2018
8	06/29/2018
9	07/06/2018
10	07/13/2018
11	08/10/2018
12	08/17/2018
13	08/24/2018
14	08/31/2018
15	09/07/2018

CARP0555-003 06/01/2018

DUPAGE ANE LAKE COUNTIES

	Rates	Fringes
CARPENTER		
Building.....	\$ 47.35	32.83
Heavy & Highway.....	\$ 47.35	32.83

CARP0555-008 06/01/2016

WILL COUNTY

	Rates	Fringes
Carpenter and Piledriver.....	\$ 45.35	32.30

CARP0555-011 06/01/2018		

KANE, McHENRY (North of Hwy 52), AND KENDALL COUNTIES

	Rates	Fringes
Carpenter and Piledriver.....	\$ 47.35	32.84

CARP0790-003 05/01/2018		

DE KALB COUNTY

	Rates	Fringes
CARPENTER.....	\$ 41.77	29.18

CARP0790-004 05/01/2018		

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

	Rates	Fringes
CARPENTER.....	\$ 41.77	29.18

CARP0792-003 05/01/2018		

BOONE COUNTY

	Rates	Fringes
CARPENTER.....	\$ 44.22	26.73

ELEC0009-002 06/03/2018		

WILL COUNTY

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

ELEC0117-001 06/04/2018		

KANE (Northern Half) and McHENRY (All) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 48.64	32.60

ELEC0150-001 07/01/2017		

LAKE COUNTY

	Rates	Fringes
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ELECTRICIAN.....	\$ 40.00	38.49
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ELEC0176-011 06/01/2018

WILL COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 43.50	39.26

ELEC0196-001 03/05/2018

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

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 42.59	32.75%+\$5.75+A
Groundman.....	\$ 32.86	32.75%+\$5.75+A
Lineman, Substation Technician, Cable Splicing Technician, Digger Operator, Crane Opertor 20 tons and above, and Signal Technician.....	\$ 51.06	32.75%+\$5.75+A

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

ELEC0364-003 06/01/2018

BOONE (All) & DEKALB (Remainder) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 47.00	33.51

ELEC0461-006 06/04/2018

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

	Rates	Fringes
ELECTRICIAN.....	\$ 47.72	32.39

ELEC0701-001 06/04/2018

DUPAGE COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 40.50	102.09%

ENGI0150-015 06/01/2018

BOONE and DE KALB COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 46.65	37.45
Group 2.....	\$ 46.10	37.45

Group 3.....	\$ 44.80	37.45
Group 4.....	\$ 43.35	37.45
Group 5.....	\$ 41.90	37.45

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

GROUP 2: Batch Plant; Bituminous Mixer; Bobcats over .75 cu yd; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, less than 1 cu yd Backhoe Bucket with attachments; Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine, Burlap Machine; Belting Machine and Sealing Machine; Conveyor Muck Cars (Haglund or similar type); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist-Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Locomotives, Dinky; Pump Cretes, Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip- Stone etc; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to to Group 2 hourly rate for each hour and for each machine attached thereto); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all

Elevators; Hoists, Tugger single Drum; Jeep Diggers; Pipe Jacking Machines; Post- hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 185 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 185; Asphalt Spreader Backend Man; Combination - Small Equipment Operator; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants All (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches; Bobcats up to and including .75 cu yd

GROUP 5: Oilers

PREMIUM PAY:

Long Boom :

Cranes & Derricks 90' to 150' including jib receive an extra \$.50 per hour. Cranes & Derricks over 150' including jib receive an extra \$.50 per hour plus an additional \$.10 for each additional 10' of boom or jib.

Capacity Pay: Cranes & Derricks with maximum capacity exceeding 50 ton with less than 90' of boom or jib shall be compensated \$.01 per hour for each ton of the rated capacity in excess of 50 ton.

Long Boom pay and Capacity pay cannot be combined.

Crane mounted earth auger, raised and blind hole drills, and truck mounted drill rigs receive an extra \$.50 per hour.

Creter Cranes:

When the Creter Crane is equipped with a conveyor system capable of extending 70' or more, the engineer shall receive an extra \$.50 per hour.

Truck Mounted Concrete Pumps:

When the Truck Mounted Concrete Pump is equipped with a boom, which is capable of extending 90' or more, the engineer shall receive \$.50 per hour extra.

Truck Mounted Concrete Conveyor:

Truck Mounted Concrete Conveyors equipped with conveyors that are capable of extending 90' or more, the engineer shall receive an extra \$.50 per hour.

Underground Work:

Employees working in tunnels, shafts, etc. shall be paid an additional \$.40 per hour. Employees working under air pressure 1/2 pound to 7 pounds shall receive an additional \$.50 per hour. Employees working under air pressure of 7 pounds or over shall receive \$.65 per hour more.

Mining Machines- Boring Machines:

The crew operating and maintaining the Mining Machines shall be compensated an additional \$.50 per hour.

* ENGI0150-024 06/01/2018

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

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 49.30	38.15
GROUP 2.....	\$ 48.75	38.15
GROUP 3.....	\$ 46.70	38.15
GROUP 4.....	\$ 45.30	38.15
GROUP 5.....	\$ 44.10	38.15

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

IRON001-014 06/01/2018

DU PAGE (Eastern 1/4), LAKE, AND MCHENRY (Hebron, Woodstock, and East thereof) COUNTIES

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

* IRON0063-003 06/01/2018

LAKE, DUPAGE (Eastern 1/4) and MCHENRY (HEBRON, WOODSTOCK & EAST THEREOF) COUNTIES

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

IRON0393-003 06/01/2018

DEKALB (SOUTHEASTERN 2/3 including Sycamore and Dekalb), DUPAGE (REMAINDER), KANE, KENDALL (NORTHERN PART), and MCHENRY (SOUTHEAST 1/4) COUNTIES

Rates Fringes

IRONWORKER.....	\$ 45.84	35.50
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IRON0444-006 06/01/2018

KENDALL (Southern Part) and WILL COUNTIES

	Rates	Fringes
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IRONWORKER.....	\$ 43.00	38.20
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IRON0498-003 06/01/2018

BOONE, DEKALB (EXCEPT Southeast), and MCHENRY (Northwest) COUNTIES

	Rates	Fringes
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IRONWORKER.....	\$ 39.39	38.89
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LAB00002-004 06/01/2017

DUPAGE COUNTY

	Rates	Fringes
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LABORER (SEWER CONSTRUCTION)

GROUP 1.....	\$ 41.20	27.47
GROUP 2.....	\$ 41.33	27.47
GROUP 3.....	\$ 41.43	27.47
GROUP 4.....	\$ 41.55	27.47
GROUP 5.....	\$ 41.20	27.47

LABORER CLASSIFICATIONS

GROUP 1: Signalmen Top Laborers, and all other Laborers not Mentioned.

GROUP 2: Concrete Laborers; Steel Setters.

GROUP 3: Cement Carriers; Cement Mixers; Concrete Repairmen; Mortar Men; Scaffold Men; and Second Bottom Men.

GROUP 4: Bottom Men; Bracers-Bracing; Bricklayer's Tender; Catch Basin Digger; Drainlayer; Dynamiter; Form Men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welders & Burners; Well Point System Men.

GROUP 5: Asbestos Abatement Laborers, Toxic and Hazardous Waste Removal Laborers & Dosimeter use (any device) Monitoring Nuclear Exposure.

LAB00002-009 06/01/2017

DU PAGE COUNTY

	Rates	Fringes
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LABORER (Compressed Air)

0 - 15 lbs.....	\$ 42.20	27.47
16 - 20 lbs.....	\$ 42.70	27.47
21 - 26 lbs.....	\$ 43.20	27.47
27 - 33 lbs.....	\$ 44.20	27.47

34 lbs and over.....	\$ 45.20	27.47
LABORER (Tunnel and Sewer)		
GROUP 1.....	\$ 41.20	27.47
GROUP 2.....	\$ 41.33	27.47
GROUP 3.....	\$ 41.43	27.47
GROUP 4.....	\$ 41.55	27.47
GROUP 5.....	\$ 41.20	27.47

LABORER CLASSIFICATIONS (TUNNEL)

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

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

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

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

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

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

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

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

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

LABO0032-007 05/01/2018

DE KALB COUNTY

	Rates	Fringes
LABORER		
General Laborer.....	\$ 35.40	31.73
Skilled Laborer.....	\$ 38.25	31.73

LABORER CLASSIFICATIONS

General Laborer: Carpenter Tender, Tool Cribman, Fireman or Salamander Tender, Flagman, Gravel Box Man, Bumpman &

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

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

LAB00075-002 06/01/2017

WILL COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 41.20	27.47
GROUP 2.....	\$ 41.55	27.47
GROUP 3.....	\$ 41.20	27.47
GROUP 4.....	\$ 41.55	27.47
GROUP 5.....	\$ 41.40	27.47
GROUP 6.....	\$ 41.55	27.47
GROUP 7.....	\$ 41.40	27.47

LABORER CLASSIFICATIONS

GROUP 1 - Mortar mixers, handling asphalt shingles; Scaffolds; Sewer and trench work (ground level down to 8 feet); Catch basin and manhole diggers, mesh handling on road work; Cement and mineral filler handler; Concrete puddlers; Batch dumpers (cement & asphalt); Vibrator operators; Sand and stone wheelers to mixer Handlers);

Concrete wheelers; Airtamping hammermen; Concrete & paving breakers; Rock drillers/Jackhammermen; Chipping hammermen 1-Bag mixer; Asphalt laborer; Chain and power saws; Pit men; Fencing laborers; Mason tenders (mortar and brick wheeler); Kettlemen & tarmen, tank cleaners; Scaffold and staging laborers; Pot Firemen (tarmen); Heaters tender for any purpose; Water pumps (portable water pumps shall be tended by laborers if the employer determines tending is required); Rip rap; Handling of slab steel road forms in any manner, except road form setting, setting center strips, Contraction and expansion joints (road work); Unloading and handling of lumber, brick, transite materials, cast iron water pipe, reinforced concrete rods, sewer and drain tile, railroad tiles and all other creosoted materials; paving blocks and concrete forms; Handling of insulation of any type; all work involving the unloading of materials, fixtures, or furnishing, whether crated or uncrated; all mortar and composition mixers of sewer work; track laborers; Chimney and silo laborers working at a height of 1 to 48 feet; All laborers working on swinging suspended, or any type or make of scaffolding 1 to 48 feet; All laborers working inside a sphere or any type or make of tank; Working inside a sphere or any type or make of tank from bottom to a height of 48 feet; Form strippers (any type); Mechanical or motorized buggies, for concrete or masons employers; Use of skid steer loads or any other machinery which replaces the wheelbarrow or buggy; Handling multiple concrete duct or any other type of pipe used in public utility work unless otherwise specified herein; Snapping of wall ties and removal of rods; drilling of anchor bolt holes; Concrete or asphalt clipper type saws and self-propelled saws; Shoulder and grade laborers; All hydraulic electric and air or any other type of tools; Grouting and caulking; Cleaning lumber, Nail pulling, Deck hand; Dredgehand; Shore laborer; Bankmen on Floating Plant; Tool and material checkers; Signalmen and Flagmen on all construction work; Cleaning of debris; Removal of trees; Concrete curing, temporary concrete protection regardless of manner or materials used; Laborers on Apsco; Janitorial; Wrecking and demolition laborers

GROUP 2 - Sewer and drain pipe layers and multiple concrete duct or any other type of pipe used, on public utility work (ground level to 8 feet); Pumpcrete pipe handlers

GROUP 3 - Asphalt rakers; Hod carriers; Plasterer laborers; Gunnite laborers, Slab for setters on roads, highways, streets, airport runaways, and radii (any type of form) stringline men for all aforementioned work; Wagon and tower drillers on land and floating plant used on dredging; Asphalt gunners and plug men (undercoating on road work); Mortar pump laborers; Plaster pump laborers

GROUP 4 - Tunnel miners, and all laborers inside tunnel; Air blow pipemen; Torchmen (burners); Mortaring men on sewer and drain pipe (the applying of mortar and composition mixes); All bottom men on sewer work-all sewer and drain pipelayers-multiple concrete duct or any other type of pipe used on public utility work-8 feet or more below ground level, and all other sewer and trench laborers 8 feet or more below ground level regardless of excavation area; All labor work inside cofferdam; Use of a 10 foot or more drill steel for hand held drills; Caisson laborers ground level down 15 feet; All air tools 8 feet or more below ground level; All laborers working on swinging-suspended or any

type or make of scaffolds, 48 feet to 100 feet; All chimney and silo laborers working at a height of 48 to 100 feet; All tamping hammers over 150 lbs.; All laborers working inside of a sphere or any type or make of tank at a height of 48 feet to 100 feet; all hydraulic, electric and air tools or any other type 8 feet or more below ground level; Vibrators-any type-8 feet or more below ground level

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

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

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

LAB00149-002 06/01/2017

BOONE, KANE, KENDALL, AND MCHENRY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 41.20	27.47
GROUP 2.....	\$ 41.43	27.47
GROUP 3.....	\$ 41.20	27.47
GROUP 4.....	\$ 41.20	27.47
GROUP 5.....	\$ 41.43	27.47
GROUP 6.....	\$ 41.55	27.47
GROUP 7.....	\$ 41.55	27.47
GROUP 8.....	\$ 41.20	27.47
GROUP 9.....	\$ 41.40	27.47

LABORER CLASSIFICATIONS

GROUP 1: Common laborer, Asphalt laborer, Asphalt plant laborer, Striping laborer, Clipper type concrete saw, Self-propelled saws

GROUP 2: Air tampers & Vibrators

GROUP 3: Mortar & Concrete mixers

GROUP 4: Stringline & form setter; Torchman (demolition), Sheeting & Cribbing, Black top rakers & lutemen, Machine screwmen

GROUP 5: Chain saw man, Jackhammer man, Drillman, Concrete breaders & air spade,

GROUP 6: Tunnel laborers, Tile layers & bottom men

GROUP 7: Caisson diggers, Dynamiters

GROUP 8: Flagman

GROUP 9: Asbestos apatement laborers, Toxic & hazardous waste removal laborers & Dosimeter (any device) monitoring nuclear exposure

LAB00152-003 06/01/2017

LAKE COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 41.20	27.47
GROUP 2.....	\$ 41.28	27.47
GROUP 3.....	\$ 41.20	27.47
GROUP 4.....	\$ 41.43	27.47
GROUP 5.....	\$ 41.40	27.47
GROUP 6.....	\$ 41.40	27.47

LABORER CLASSIFICATIONS

GROUP 1: General laborers; Asphalt

GROUP 2: Cement gun laborers

GROUP 3: Asphalt Tampers and Smoothers

GROUP 4: Rakers and Lutemen; Machine screwman; Kettlemen; Mixermen, Drum-Men; Jackhammermen (Asphalt); Mite Box Spreaders; Laborers on birch overman and similar spreader equipment; Laborers on apSCO; Laborers on Air Compressors; Paving Form Setters; Jackhammerman (Concrete); Power Drive Concrete Saws

GROUP 5: Cement Gun Nozzle (Gunite)

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

PAIN0014-003 06/01/2018

LAKE and WILL COUNTIES

	Rates	Fringes
PAINTER: Brush Only.....	\$ 46.55	27.24

PAIN0030-001 07/01/2018

DE KALB, DU PAGE, KANE, KENDALL AND MCHENRY COUNTIES

	Rates	Fringes
PAINTER		
Brush, Drywall		
Taper/Finisher,		
Sandblaster, and Spray.....	\$ 46.55	21.58

PAIN0030-004 07/01/2018

BOONE, JO DAVIESS, LEE, OGLE, STEPHENSON AND WINNEBAGO COUNTIES

Rates Fringes

PAINTER

Brush, Roller, Spray, Sandblasting, Paperhanger, Drywall Finishing, Taper, and Spray Structural Steel...	\$ 39.95	22.61
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PLAS0011-002 06/01/2017

WILL COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 42.00	34.56

PLAS0011-008 06/01/2017

DE KALB, KANE, KENDALL, AND McHENRY COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 44.84	31.60

PLAS0011-013 06/01/2017

LAKE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 44.98	31.47

PLAS0011-015 06/01/2017

BOONE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 36.99	26.93
PLASTERER.....	\$ 34.78	27.28

PLAS0803-001 08/01/2010

DUPAGE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.00	24.03

* TEAM0179-002 06/01/2017

KENDALL and WILL COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axle Trucks.....	\$ 37.68	0.15+a
4 Axle Trucks.....	\$ 37.83	0.15+a
5 Axle Trucks.....	\$ 38.03	0.15+a
6 Axle Trucks.....	\$ 38.23	0.15+a

FOOTNOTES:

- a. \$733.20 per week.
- b. Lowboy rate based on number of axles

An additional \$.20 per axle shall be paid for all vehicles

with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

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

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

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

* TEAM0301-001 06/01/2017

LAKE AND MCHENRY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 37.69	10.15+a
4 AXLES.....	\$ 37.84	10.15+a
5 AXLES.....	\$ 38.04	10.15+a
6 AXLES.....	\$ 38.24	10.15+a

FOOTNOTES:

- a. 325.20 per week.
- b. Lowboy rate based on number of axles

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

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

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

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

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

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

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

* TEAM0325-004 06/01/2017

BOONE and WINNEBAGO COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 - 3 Axles.....	\$ 36.62	20.40
4 Axles.....	\$ 36.77	20.40
5 Axles.....	\$ 36.97	20.40
6 Axles.....	\$ 37.08	20.40

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

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers Pole Trailer, up to 40 feet; Power Mower Tractors; Skipman; Slurry Trucks, two-man operation; Teamsters; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

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

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long, additional \$0.50 per hour; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more *Mechanic*Truck Welder and Truck Painter; *Winter Rate: Between Dec. 15 and Feb. 28 the mechanic and welder rate shall be \$2.00 less than the scheduled scale. Truck Painter and Truck Welder classifications shall only apply in areas where and when it has been a past area practice; Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

* TEAM0330-002 06/01/2017

DEKALB COUNTY

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 36.64	0.15+a
4 AXLES.....	\$ 36.79	0.15+a
5 AXLES.....	\$ 36.99	0.15+a
6 AXLES.....	\$ 37.19	0.15+a

FOOTNOTE: a. \$780.90 per week

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

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

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

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

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

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

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

* TEAM0673-003 06/01/2017

DU PAGE and KANE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 36.93	0.15+a
4 AXLES.....	\$ 37.08	0.15+a
5 AXLES.....	\$ 37.28	0.15+a
6 AXLES.....	\$ 37.48	0.15+a

FOOTNOTE: a. \$767.70 per week.

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

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

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

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

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

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

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

General Decision Number: IL180018 01/05/2018 IL18

Superseded General Decision Number: IL20170018

State: Illinois

Construction Types: Heavy (Dredging and Marine)

Counties: Illinois Statewide.

MECHANICAL DREDGING (CLAMSHELL, DRAGLINE, AND BACKHOE) AND MARINE CONSTRUCTION):

ILLINOIS, INDIANA, MICHIGAN, MINNESOTA, NEW YORK, OHIO, PENNSYLVANIA AND WISCONSIN DREDGING AND MARINE CONSTRUCTION Dredging and Marine Construction Projects: floating/land equipment engaged in clamshell, backhoe and dragline dredging, marine construction, bridges, salvage operations and cranes, loaders, dozers, or other equipment used for disposal of dredge spoils or marine construction materials on land at the slip or dock, at the project site, where the above material/spoils is being handled, and all equipment utilized on breakwall/breakwater structures on the Great Lakes, Islands therein, their connecting and tributary waters, including the Illinois Waterway to the Lock at Lockport, Illinois, the New York State Barge Canal System between Tonawanda, New York and Waterford, New York and Oswego, New York, the Duluth-Superior area to the Fond du Lac Bridge Crossing (Minnesota State Highway 23) on the St. Louis River and on the St. Lawrence River eastward to the International Boundary near St. Regis, New York.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018

* SUIL2003-001 01/01/2017

MECHANICAL DREDGING (CLAMSHELL, DRAGLINE, AND BACKHOE) AND MARINE CONSTRUCTION):

Rates Fringes

Dredging:

Fireman, Oiler, Deckhand, & Scowman (with dipper, hydraulic or other floating equipment engaged in hydraulic and dipper dredging operations) Pipeline men (both afloat & ashore including loading, unloading, maintaining, and handling pipelines for hydraulic dredges and sandboats Rangeman, Tankerman, Sweepman and service Truck Driver.....\$ 22.51	7.61+a+b
Lead Deckhand.....\$ 29.68	7.61+a+b

Hydraulic Dredging

LAUNCH OPERATOR - Vessel 800 Horse- Power Or Less....\$ 25.15	7.61+a+b
TUG ENGINEER.....\$ 26.49	7.61+a+b
TUG OPERATOR - Vessel Over 800 Horse-Power.....\$ 26.49	7.61+a+b
TUG WORKERS: Fireman, Lineman, Oiler, Deckhand, Tankerman. Scowman, (on/or with tugboats, launches, or other self-propelled boats).....\$ 22.51	7.61+a+b

MECHANIC (Undefined)

FLOATING EQUIPMENT: Illinois Class I.....\$ 55.90	34.85+b&c
Class II-A.....\$ 54.40	34.85+b&c
Class II-B.....\$ 57.40	34.85+b&c
Class III.....\$ 48.40	34.85+b&c
Class IV.....\$ 40.25	34.85+b&c

FLOATING EQUIPMENT: Indiana Class I.....\$ 47.50	30.80
Class II-A.....\$ 46.00	30.80
Class II-B.....\$ 46.00	30.80
Class III.....\$ 40.95	30.80
Class IV.....\$ 34.05	30.80

FLOATING EQUIPMENT: Michigan Class I.....\$ 43.00	29.32+b&c
Class II-A.....\$ 41.50	29.32+b&c
Class II-B.....\$ 43.00	29.32+b&c
Class III.....\$ 36.95	29.32+b&c
Class IV.....\$ 30.75	29.32+b&c

FLOATING EQUIPMENT: Minnesota Class I.....\$ 43.00	18.90+b&c
Class II-A.....\$ 41.50	18.90+b&c
Class II-B.....\$ 42.00	18.90+b&c
Class III.....\$ 36.95	18.90+b&c
Class IV.....\$ 30.75	18.90+b&c

FLOATING EQUIPMENT: New York:(Cattaraugus, Chautauga, Erie and Orleans Counties) Class I.....\$ 44.35	28.69+b&c
Class II-A.....\$ 42.85	28.69+b&c

Class II-B.....	\$ 45.85	28.69+b&c
Class III.....	\$ 38.10	28.69+b&c
Class IV.....	\$ 31.70	28.69+b&c

FLOATING EQUIPMENT:

New York:(Cayuga,
Jefferson, Oswego, and St.
Lawrence Counties)

Class I.....	\$ 46.35	24.90+b&c
Class II-A.....	\$ 44.85	24.90+b&c
Class II-B.....	\$ 47.85	24.90+b&c
Class III.....	\$ 39.90	24.90+b+c
Class IV.....	\$ 33.15	24.90+b&c

FLOATING EQUIPMENT:

New York:(Monroe and Wayne
Counties and the City of
Rochester)

Class I.....	\$ 46.80	26.05+b&c
Class II-A.....	\$ 45.30	26.05+b&c
Class II-B.....	\$ 48.30	26.05+b&c
Class III.....	\$ 40.30	26.05+b&c
Class IV.....	\$ 33.50	26.05+b&c

FLOATING EQUIPMENT:

New York:(Niagara)

Class I.....	\$ 43.25	28.10+b&c
Class II-A.....	\$ 41.75	28.10+b&c
Class II-B.....	\$ 44.75	28.10+b&c
Class III.....	\$ 37.15	28.10+b&c
Class IV.....	\$ 30.90	28.10+b&c

FLOATING EQUIPMENT:

Ohio:(Ashtabula, Cuyahoga,
Erie,Lake, and Lorain
Counties)

Class I.....	\$ 43.00	14.41+b&c
Class II-A.....	\$ 41.50	14.41+b&c
Class II-B.....	\$ 41.50	14.41+b&c
Class III.....	\$ 36.95	14.41+b&c
Class IV.....	\$ 30.75	14.41+b&c

FLOATING EQUIPMENT:

Ohio:(Lucas, Henry,
Ottawa, Wood and Sandusky
Counties)

Class I.....	\$ 43.00	14.41+b&c
Class II-A.....	\$ 41.50	14.41+b&c
Class II-B.....	\$ 41.50	14.41+b&c
Class III.....	\$ 36.95	14.41+b+c
Class IV.....	\$ 30.75	14.41+b&c

FLOATING EQUIPMENT:

Pennsylvania:(Erie County):

Class I.....	\$ 43.00	21.09+b&c
Class II-A.....	\$ 41.50	21.09+b&c
Class II-B.....	\$ 41.50	21.09+a&b
Class III.....	\$ 36.95	21.09+b&c
Class IV.....	\$ 30.75	21.09+b&c

FLOATING EQUIPMENT:

Wisconsin:Includes all
marine/floating type work
on projects in the
Superior/Duluth Harbor,

Lake Superior.

Class I.....	\$ 46.70	21.88+b&c
Class II-A.....	\$ 45.20	21.88+b&c
Class II-B.....	\$ 45.70	21.88+b&c
Class III.....	\$ 40.20	21.88+b&c
Class IV.....	\$ 33.45	21.88+b&c

PAID HOLIDAYS (WHERE APPLICABLE):

- A- NEW YEAR'S DAY
- B- MEMORIAL DAY
- C- INDEPENDENCE DAY
- D- LABOR DAY
- E- THANKSGIVING DAY
- F- CHRISTMAS DAY
- G- PRESIDENT'S DAY
- H- VETERAN'S DAY.

FOOTNOTES:

- a. \$30.10 per day per employee for medical
- b. Eight paid holidays: A thru H
- c. Hazardous/Toxic Waste Material:
 - *Level A \$2.50 per hour
 - *Level B 2.00 per hour
 - *Level C 1.00 per hour
 - *Level D 0.50 per hour

Such wages shall be above the classifications of work listed under mechanical dredging and Marine construction of this general wage decision. *Working with Hazardous Waste at this level as defined by the U. S. Environmental Protection Agency.

CLASSIFICATION DESCRIPTIONS

Class I - Master Mechanic - assist and direct
 Class II, Class III, and Class IV, diver/wet tender, engineer (hydraulic dredge)
 Class II-A Crane/Backhoe Operator, 70 Ton or over Tug Operator, Mechanic/Welder, assistant engineer(hydraulic dredge), leverman (hydraulic dredge), diver tender
 Class II-B Friction, Lattice Boom, or any Crane Certifications
 Class III - Deck Equipment Operator (Machineryman) Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 pounds or more), Tug/launch operator, Loader/dozer and like equipment on Barge, breakwater wall, slip/dock, Scow, Deck Machinery, etc.
 Class IV - Deck Equipment Operator(Machineryman/Fireman) (Four equipment units or more) Off Road Trucks, Deck Hand, Tug Engineer and Crane Maintenance 50 ton capacity and under or Backhoe weighing 115,000 pounds or less, assistant tug operator.

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

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 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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Survey Rate Identifiers

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date for the classifications and rates under that identifier.

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Union Average Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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:

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Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
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2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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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:

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U.S. Department of Labor
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Washington, DC 20210

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

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END OF GENERAL DECISION

General Decision Number: IL180019 07/06/2018 IL19

Superseded General Decision Number: IL20170019

State: Illinois

Construction Type: Heavy Dredging

Counties: Illinois Statewide.

Dredging Construction Projects: Dredging the following rivers and their tributaries, the Kasakaski River from the mouth to Fayetteville, Illinois; Illinois River; Minnesota River; Mississippi River and the Ohio River.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	07/06/2018

* SUIL2003-002 06/01/2018

	Rates	Fringes
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Dredging: (Engineer and Mechanic)

AREA I:

Within the geographical jurisdiction of the St. Louis District, Corps of Engineers.....	\$ 37.74	26.89
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AREA II:

Within the geographical jurisdiction of the Louisville District, Corps of Engineers.....	\$ 37.63	26.89
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AREA III:

Within the geographical jurisdiction of the Huntington District, Corps of Engineers.....	\$ 37.63	26.89
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AREA IV:

Within the geographical jurisdiction of the St. Paul, Rock Island and Chicago Districts, Corps of Engineers.....\$ 36.15 25.90

Dredging: (Levermen and Boatman)

AREA 1:

Within the geographical jurisdiction of the St. Louis District, Corps of Engineers.....\$ 44.11 26.89

AREA 2:

Within the geographical jurisdiction of the Louisville District, Corps of Engineers.....\$ 43.99 26.89

AREA 3:

Within the geographical jurisdiction of the Huntington District, Corps of Engineers:.....\$ 43.99 26.89

AREA 4:

Within the geographical jurisdiction of the St. Paul, Rock Island and Chicago Districts, Corps of Engineers:.....\$ 36.15 25.90

AREA 4:

Leverman. Operators on Backhoes over 130,000 lbs., Operators on Cranes over 165 Tons, and Operators that are required to have a license or certification to do the work assigned them shall receive 5% more than the highest rate of pay per hour listed on this agreement.....\$ 37.96 25.90

Dredging: (Oiler/Deckhand)

AREA 1: Within the geographical jurisdiction of the St. Louis District, Corps of Engineers.....\$ 30.23 26.89

AREA 2: Within the geographical jurisdiction of the Louisville District, Corps of Engineers.....\$ 28.60 26.89

AREA 3: Within the geographical jurisdiction of the Huntington District, Corps of Engineers.....\$ 28.60 26.89

AREA 4: Within the

geographical jurisdiction
of the St. Paul, Rock
Island and Chicago
Districts, Corps of
Engineers.....\$ 30.55 25.90

FOOTNOTE: Licensed boat operators/pilot shall receive 10%
above the current established Group 1 rate (AREA 4 ONLY)

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
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cited type(s) of construction in the area covered by the wage
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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.

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Survey Rate Identifiers

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WAGE DETERMINATION APPEALS PROCESS

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END OF GENERAL DECISION

General Decision Number: IL180020 06/15/2018 IL20

Superseded General Decision Number: IL20170020

State: Illinois

Construction Types: Building Landscape, Heavy Landscape, Highway Landscape and Residential Landscape

Counties: Boone, Cook, De Kalb, Du Page, Grundy, Henry, Kane, Kankakee, Kendall, Lake, McHenry, McLean, Ogle, Peoria, Rock Island, Tazewell, Will, Winnebago and Woodford Counties in Illinois.

LANDSCAPING WORK ON BUILDING, RESIDENTIAL, HEAVY AND HIGHWAY CONSTRUCTION PROJECTS.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	04/27/2018
2	05/04/2018
3	05/11/2018
4	06/15/2018

* ENGI0150-013 06/01/2018

BUILDING AND HIGHWAY CONSTRUCTION (LANDSCAPE WORK): The landscape work for the Landscape Equipment Operator excludes the preparation of sub-grade prior to application of finish landscape materials and the utilization of any equipment over one cubic yard.

BOONE, COOK, DUPAGE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY, AND WILL COUNTIES

	Rates	Fringes
Operators:.....	\$ 31.85	6.50+A+B
Includes Angle Dozer, Small; Bobcat and other similar type machines, 1 cu yd or less; Chipping Machine; Combination Backhoe and Front End Loader 1 cu yd or less; Fork Lift Truck;		

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

FOOTNOTE:

A. Health and Welfare contribution is \$1,296.00 per month.

B. Paid Holidays: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; and Christmas Day provided that all such employees shall have in fact worked their regularly scheduled work day immediately preceding and the regularly scheduled work day immediately succeeding the occurrence of such holiday.

* ENGI0150-023 06/01/2018

HIGHWAY CONSTRUCTION (LANDSCAPE WORK): The landscape work for the Landscape Equipment Operator excludes the preparation of sub-grade prior to application of finish landscape materials and the utilization of any equipment over one cubic yard.

HENRY, MCLEAN, OGLE, PEORIA, ROCK ISLAND, TAZEWELL, WINNEBAGO, and WOODFORD COUNTIES

	Rates	Fringes
Operators:.....	\$ 31.85	6.50+A+B
Includes the following: Angle Dozer, Small; Bobcat and other similar type machines, 1 cu yd or less; Chipping Machine; Combination Backhoe and Front End Loader 1 cu yd or less; Fork Lift Truck; Hi-Reach and High-Ranger;Hydraulic Boom with Clam;Log Skidder; Sttraw Blower and Seeder; Stump Machine;Tractors, Crawlers, Rubber Tire Tractors, Highlift Shovels or Front End Loaders 1 cu yd or less; Tree Spades, all; Utility Tractor and attachments, and Rubber Tire Front End loader or similar machine of 1 to 1.5 cu yd solely used for placement of large decorative boulders, trees with balled soil, and other decorative landscape material too large to be accommodated in a 1 cu yd bucket. All other equipment utilized for performing landscape work, tree trimming or removal of stees, and to install plants; transport trees; excavate plant pits; place soil and other landscape materials; and apply finish landscape material on subgrade prepared by others		

FOOTNOTE:

A. Health and Welfare contribution is \$1,296.00 per month.

B. Paid Holidays: New Year's Day; Memorial Day; Fourth of

July; Labor Day; Thanksgiving Day; and Christmas Day provided that all such employees shall have in fact worked their regularly scheduled work day immediately preceding and the regularly scheduled work day immediately succeeding the occurrence of such holiday.

LAB0032-004 05/01/2018

HIGHWAY CONSTRUCTION

WINNEBAGO COUNTY

	Rates	Fringes
Landscape Laborer.....	\$ 35.40	31.73

LAB00362-003 05/01/2018

HIGHWAY CONSTRUCTION

MCLEAN COUNTY

	Rates	Fringes
Landscape Laborer.....	\$ 31.08	24.43

LAB00751-004 05/01/2012

HIGHWAY CONSTRUCTION

KANKAKEE COUNTY

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

LAB00852-004 05/01/2006

HIGHWAY CONSTRUCTION

ROCK ISLAND AND HENRY COUNTIES

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

LAB00996-004 05/01/2018

HIGHWAY CONSTRUCTION

PEORIA, TAZEWELL, AND WOODFORD COUNTIES

	Rates	Fringes
Landscape Laborer.....	\$ 32.73	23.74

TEAM0026-005 05/01/2017

MCLEAN (South of a straight line from where Route 24 intersects the Woodford County line in a Southeast direction to the South Southwest corner of Livingston County) COUNTY

Rates Fringes

TRUCK DRIVER

Group 1.....	\$ 36.15	18.30
Group 2.....	\$ 36.67	18.30
Group 3.....	\$ 36.91	18.30
Group 4.....	\$ 37.25	18.30
Group 5.....	\$ 38.23	18.30

CLASSIFICATIONS:

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

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

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

GROUP 4: Low Boy and Oil Distributors.

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

* TEAM0179-004 06/01/2017

GRUNDY, KENDALL, MCLEAN (North of a straight line starting at the intersection of McLean-Woodford Counties line & Route 24 in a Southeastern direction to the South Southwest corner of Livingston County), WILL, and WOODFORD (Northeast corner east of Route 51/251 & North of Route 24) COUNTIES

Rates Fringes

TRUCK DRIVER

2-3 AXLES.....	\$ 37.68	0.15+a
4 AXLES.....	\$ 37.83	0.15+a
5 AXLES.....	\$ 38.03	0.15+a
6 AXLES.....	\$ 38.23	0.15+a

FOOTNOTES:

- a. \$733.20 per week.
- b. Lowboy rate based on number of axles

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

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors,

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

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

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

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

* TEAM0179-008 06/01/2016

KANKAKEE COUNTY

	Rates	Fringes
TRUCK DRIVER		
2 or 3 axles.....	\$ 37.68	0.15+a
4 axles.....	\$ 37.83	0.15+a
5 axles.....	\$ 38.03	0.15+a
6 axles.....	\$ 38.23	0.15+a

FOOTNOTES:

- a. \$733.20 per week.
- b. Lowboy rate based on number of axles

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

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to

40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

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

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

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

* TEAM0301-001 06/01/2017

LAKE AND MCHENRY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 37.69	10.15+a
4 AXLES.....	\$ 37.84	10.15+a
5 AXLES.....	\$ 38.04	10.15+a
6 AXLES.....	\$ 38.24	10.15+a

FOOTNOTES:

- a. 325.20 per week.
- b. Lowboy rate based on number of axles

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

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

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

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

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

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

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

 * TEAM0325-004 06/01/2017

BOONE and WINNEBAGO COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 - 3 Axles.....	\$ 36.62	20.40
4 Axles.....	\$ 36.77	20.40
5 Axles.....	\$ 36.97	20.40
6 Axles.....	\$ 37.08	20.40

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

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Forl Lifts and Hoisters; Helpers;

Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers
Pole Trailer, up to 40 feet; Power Mower Tractors; Skipman; Slurry Trucks, two-man operation; Teamsters; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

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

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation
Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long, additional \$0.50 per hour; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more

*Mechanic*Truck Welder and Truck Painter; *Winter Rate: Between Dec. 15 and Feb. 28 the mechanic and welder rate shall be \$2.00 less than the scheduled scale. Truck Painter and Truck Welder classifications shall only apply in areas where and when it has been a past area practice; Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

* TEAM0330-004 06/01/2017

DEKALB and OGLE (North of Route 72/East of Route 251, Adeline, Byron, Creston, Dement, Forreston North of Route 72, Leaf River North of Route 72, Lynnville, Monroe, Rochelle, & Scott)
COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 36.64	0.15+a
4 AXLES.....	\$ 36.79	0.15+a
5 AXLES.....	\$ 36.99	0.15+a
6 AXLES.....	\$ 37.19	0.15+a

FOOTNOTE: a. \$780.90 per week

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

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

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

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

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

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

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

TEAM0371-004 05/01/2017

HENRY and ROCK ISLAND COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 36.26	18.51
Group 2.....	\$ 36.77	18.51
Group 3.....	\$ 37.05	18.51
Group 4.....	\$ 37.36	18.51
Group 5.....	\$ 38.35	18.51

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up

trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

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

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

GROUP 4: Low Boy and Oil Distributors.

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

TEAM0627-004 05/01/2017

PEORIA, TAZEWELL, and WOODFORD COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 36.15	18.30
Group 2.....	\$ 36.67	18.30
Group 3.....	\$ 36.91	18.30
Group 4.....	\$ 37.25	18.30
Group 5.....	\$ 38.23	18.30

CLASSIFICATIONS:

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

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

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

GROUP 4: Low Boy and Oil Distributors.

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

* TEAM0673-003 06/01/2017

DU PAGE and KANE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 36.93	0.15+a

4 AXLES.....	\$ 37.08	0.15+a
5 AXLES.....	\$ 37.28	0.15+a
6 AXLES.....	\$ 37.48	0.15+a

FOOTNOTE: a. \$767.70 per week.

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

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

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

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

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

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

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

TEAM0722-005 05/01/2015

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

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

CLASSIFICATIONS:

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

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

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

GROUP 4: Low Boy and Oil Distributors.

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

TEAM0731-001 06/01/2017

COOK COUNTY - HEAVY AND HIGHWAY

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axles.....	\$ 35.60	22.10
4 Axles.....	\$ 35.85	22.10
5 Axles.....	\$ 36.05	22.10
6 Axles.....	\$ 36.25	22.10

FOOTNOTES:

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

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

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

TEAM0786-001 06/01/2017

COOK COUNTY - BUILDING AND RESIDENTIAL

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

FOOTNOTES:

a. \$719.00 per week.

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

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

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

SUIL1993-001 01/19/1993

BUILDING CONSTRUCTION (LANDSCAPE WORK):

	Rates	Fringes
LABORER		
BOONE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY, & WILL COUNTIES		
LANDSCAPE LABORERS.....	\$ 7.25	
COOK COUNTY		
LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE PLANTSMAN.....	\$ 9.80	1.82
DE KALB COUNTY		
LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE OPERATORS.....	\$ 7.25	
LANDSCAPE PLANTSMAN.....	\$ 9.66	.26
DU PAGE COUNTY		
LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE PLANTSMAN.....	\$ 9.04	1.16
GRUNDY, LAKE & WILL COUNTIES		
LANDSCAPE DRIVER 2 & 3 Axles.....		
	\$ 11.86	2.81
LANDSCAPE PLANTSMAN.....	\$ 12.00	3.32

SUIL1993-002 01/19/1993

HEAVY CONSTRUCTION (LANDSCAPE WORK)

	Rates	Fringes
LABORER		
BOONE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY & WILL COUNTIES:		
LANDSCAPE DRIVER, 2 & 3 AXLES.....		
	\$ 11.94	2.42
LANDSCAPE LABORERS.....	\$ 7.25	

LANDSCAPE OPERATORS.....	\$ 13.11	3.01
LANDSCAPE PLANTSMAN.....	\$ 9.73	2.05
COOK COUNTY:		
LANDSCAPE DRIVER, 2 & 3		
AXLES.....	\$ 9.93	1.89
LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE OPERATORS.....	\$ 10.98	2.12
LANDSCAPE PLANTSMAN.....	\$ 10.08	2.06
DE KALB COUNTY:		
LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE OPERATORS.....	\$ 7.25	
LANDSCAPE PLANTSMAN.....	\$ 9.66	.26
DU PAGE COUNTY:		
LANDSCAPE DRIVER, 2 & 3		
AXLES.....	\$ 8.32	1.02
LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE OPERATORS.....	\$ 10.75	
LANDSCAPE PLANTSMAN.....	\$ 10.65	

SUIL1993-003 01/19/1993

HIGHWAY CONSTRUCTION (LANDSCAPE WORK):

	Rates	Fringes
LABORER		
DE KALB COUNTY		
LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE OPERATORS.....	\$ 7.25	
LANDSCAPE PLANTSMAN.....	\$ 9.66	.26
KANKAKEE COUNTY:		
LANDSCAPE DRIVER.....	\$ 8.75	.17
LANDSCAPE OPERATOR.....	\$ 16.57	3.56
PEORIA, TAZEWELL, &		
WOODFORD COUNTIES:		
TRUCK DRIVERS 2 & 3 AXLES..	\$ 17.58	5.88

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

**Prevailing Wage rates for
Will County effective
Sept. 1, 2017**

Trade Title	Region	Type	Class	Base Wage	Fore-man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	ALL		41.20	42.20	1.5	1.5	2	14.65	12.32	0.00	0.50
ASBESTOS ABT-MEC	ALL	BLD		37.88	40.38	1.5	1.5	2	12.12	11.70	0.00	0.72
BOILERMAKER	ALL	BLD		48.49	52.86	2	2	2	6.97	19.61	0.00	0.90
BRICK MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
CARPENTER	ALL	ALL		46.35	50.99	2	2	2	11.99	20.95	0.00	0.63
CEMENT MASON	ALL	ALL		42.00	44.00	2	1.5	2	10.00	23.97	0.00	0.50
CERAMIC TILE FNSHER	ALL	BLD		38.56	38.56	1.5	1.5	2	10.65	11.18	0.00	0.68
COMMUNICATION TECH	ALL	BLD		34.50	36.00	1.5	1.5	2	14.62	12.69	1.50	0.72
ELECTRIC PWR EQMT OP	ALL	ALL		50.50	55.50	1.5	1.5	2	11.69	16.69	0.00	3.12
ELECTRIC PWR GRNDMAN	ALL	ALL		39.39	55.50	1.5	1.5	2	9.12	13.02	0.00	2.43
ELECTRIC PWR LINEMAN	ALL	ALL		50.50	55.50	1.5	1.5	2	11.69	16.69	0.00	3.12
ELECTRICIAN	ALL	BLD		42.50	46.33	1.5	1.5	2	15.47	17.44	3.50	1.20
ELEVATOR CONSTRUCTOR	ALL	BLD		51.94	58.43	2	2	2	14.43	14.96	4.16	0.90
GLAZIER	ALL	BLD		42.45	43.95	1.5	1.5	2	14.04	20.14	0.00	0.94
HT/FROST INSULATOR	ALL	BLD		50.50	53.00	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	ALL	ALL		42.50	46.75	2	2	2	11.26	24.59	0.00	0.85
LABORER	ALL	ALL		41.20	41.95	1.5	1.5	2	14.65	12.32	0.00	0.50
LATHER	ALL	ALL		46.35	50.99	2	2	2	11.99	20.95	0.00	0.63
MACHINIST	ALL	BLD		47.56	50.06	1.5	1.5	2	7.05	8.95	1.85	1.47
MARBLE FINISHERS	ALL	ALL		33.95	33.95	1.5	1.5	2	10.45	15.52	0.00	0.47
MARBLE MASON	ALL	BLD		44.63	49.09	1.5	1.5	2	10.45	16.28	0.00	0.59
MATERIAL TESTER I	ALL	ALL		31.20	31.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MATERIALS TESTER II	ALL	ALL		36.20	36.20	1.5	1.5	2	14.65	12.32	0.00	0.50

MILLWRIGHT	ALL	ALL		46.35	50.99	2	2	2	11.99	20.95	0.00	0.63
OPERATING ENGINEER	ALL	BLD	1	50.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	2	48.80	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	3	46.25	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	4	44.50	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	5	53.85	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	6	51.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	7	53.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	FLT	1	55.90	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	2	54.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	3	48.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	4	40.25	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	5	57.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	6	38.00	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	HWY	1	48.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	2	47.75	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	3	45.70	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	4	44.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	5	43.10	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	6	51.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	7	49.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
PAINTER	ALL	ALL		45.55	51.24	1.5	1.5	1.5	11.56	11.44	0.00	1.87
PAINTER SIGNS	ALL	BLD		37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIVER	ALL	ALL		46.35	50.99	2	2	2	11.99	20.95	0.00	0.63
PIPEFITTER	ALL	BLD		47.50	50.50	1.5	1.5	2	10.05	17.85	0.00	2.12
PLASTERER	ALL	BLD		42.75	45.31	1.5	1.5	2	14.00	15.71	0.00	0.89
PLUMBER	ALL	BLD		49.25	52.20	1.5	1.5	2	14.34	13.35	0.00	1.28
ROOFER	ALL	BLD		42.30	45.30	1.5	1.5	2	9.08	12.14	0.00	0.58
SHEETMETAL WORKER	ALL	BLD		45.77	47.77	1.5	1.5	2	10.65	14.10	0.00	0.82
SPRINKLER FITTER	ALL	BLD		47.20	49.20	1.5	1.5	2	12.25	11.55	0.00	0.55
STONE MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90

TERRAZZO FINISHER	ALL	BLD		40.54	40.54	1.5	1.5	2	10.65	12.76	0.00	0.73
TERRAZZO MASON	ALL	BLD		44.38	47.88	1.5	1.5	2	10.65	14.15	0.00	0.82
TILE MASON	ALL	BLD		45.49	49.49	1.5	1.5	2	10.65	13.88	0.00	0.86
TRAFFIC SAFETY WRKR	ALL	HWY		33.50	35.10	1.5	1.5	2	8.25	5.50	0.00	0.25
TRUCK DRIVER	ALL	ALL	1	37.91	38.46	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	ALL	ALL	2	38.06	38.46	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	ALL	ALL	3	38.26	38.46	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	ALL	ALL	4	38.46	38.46	1.5	1.5	2	8.10	7.97	0.00	0.15
TUCK POINTER	ALL	BLD		45.42	46.42	1.5	1.5	2	8.32	15.42	0.00	0.80

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

Explanations WILL COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice, sound and vision production and reproduction, telephone and telephone interconnect, facsimile, equipment and appliances used for domestic, commercial, educational and entertainment purposes, pulling of wire through conduit but not the installation of conduit.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with

Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

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

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

**STATE OF ILLINOIS
LOAN
GENERAL CONDITIONS**

STATE OF ILLINOIS LOAN GENERAL CONDITIONS

1. GENERAL

- A. Pursuant to State of Illinois Public Act 85-1135, these specifications list on the following pages, the procedures related to the loan award to the OWNER from the State of Illinois that applies to and is binding to this construction contract and all related subcontracts awarded for the project by OWNER. As part of this requirement, CONTRACTOR shall execute and sign the form entitled "Bidder Certification in Compliance with Article 33E-11 to the 'Criminal Code of 2012'". A copy of which is shown on page A-00 30 60-5 and which follows after this page. **Three (3) executed originals of this form shall be submitted with Bid.**

**Construction Contracts of Loan Recipient and Other Sections From
"Procedures for Issuing Loans from the Water Pollution Control Loan Program"**

Section 365.420(b)(2) Change Orders

- A) When the loan recipient authorizes the contractor to add, delete, or revise the work within the general scope of the contract documents, or authorizes an adjustment in the contract price or contract time, the loan recipient shall submit a change order to the Agency.
- B) For each change order, the loan recipient shall submit to the Agency for approval the following documentation:
 - i) one copy of the fully executed change order signed by the loan recipient, construction engineer, and the contractor; and
 - ii) a description of any changes, with justification for the changes.
- C) Prior approval by the Agency of a change order is required when a change order results in:
 - i) alterations in design scope that require a modification to a construction permit; or
 - ii) an increase in the amount of loan funds needed to complete the project.
- D) Failure to give timely notice of proposed project changes or action by the loan recipient that is not consistent with the Agency's determination on those changes may result in disallowance of loan participation for costs incurred that are attributable to the change

Section 365.620(a) Required Construction Contract Provisions

Each construction contract shall include the following provisions:

- 1) Audit; access to records:
 - A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on loan work in accordance with Generally Accepted Accounting Principles (GAAP). The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under subsection (c) above, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.
 - B) If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified in subsection (d)(1)(A)

above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$25,000 that affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all his or her contracts and all tier subcontracts or change orders in excess of \$25,000 that are directly related to project performance.

- C) Audits shall be consistent in accordance with auditing standards generally accepted in the United States of America.
- D) The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection (d)(1)(A) above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.
- E) The records required by subsection (d)(1)(A) above shall be maintained and made available during performance of the work under the loan agreement and for three years after the date of the final loan audit. In addition, records that relate to any dispute or litigation or the settlement of claims arising out of any performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after resolution of the dispute, appeal, litigation, claim or exception.
- F) The right of access will generally be exercised with respect to financial records under:
 - i) Negotiated prime contracts;
 - ii) Negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - iii) Subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- G) The right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
 - i) With respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
 - ii) If there is any indication that fraud, gross abuse, or corrupt practices may be involved in the award or performance of the contract or subcontract.

2) Covenant against contingent fees.

The contractor shall warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the owner shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3) Wage provisions.

The Contractor shall pay prevailing wages in accordance with the Davis-Bacon Act (40 USC 276a through 276a-5 as defined by the U.S. Department of Labor. More information and guidance on the Davis-Bacon Wage Rate requirements is available on the IEPA website..

4) Disadvantaged business enterprise requirements.

The contractor shall provide evidence, including, but not limited to, a copy of the advertisement or advertisements and the record of negotiation, that the contractor has take affirmative steps in accordance with 40 CFR, Part 33 to assure that disadvantaged business enterprises are used when possible as sources of supplies, equipment, construction and services consistent with the provisions of the Agency's Operating Agreement with USEPA.

5) Debarment and suspension provisions.

The contract shall require the successful bidder or bidders to submit a "Certificate Regarding Debarment, Suspension and Other Responsibility Matters" (EPA Form 5700-49) showing compliance with federal Executive Order 12549.

6) Non-segregated facilities provisions

The successful bidder shall be required to submit a certification of non-segregated facilities as prescribed by 18 USC 1001.

7) American Iron and Steel

The successful bidder shall be required to use American Iron and Steel, if required by USEPA for that fiscal year.

8) A clause that provides:

"No contractor or subcontractor shall discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor or subcontractor shall carry out applicable requirements of 40 CFR 33 in the award and administration of contracts awarded under the WPCLP. Failure by the contractor or subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."

Section 365.620(b) Subcontracts Under Construction Contracts

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by the prime contractor shall comply with:

- 1) All applicable provisions of federal, State and local law;
- 2) All provisions of this Part 365 with respect to fraud and other unlawful or corrupt practices;
- 3) All provisions of this Part 365 with respect to access to facilities, records and audit of records; and
- 4) All provisions of subsection (a)(5) that require a “Certification Regarding Debarment, Suspension, and Other Responsibility Matters (EPA Form 5700-49) showing compliance with federal Executive Order 12549.

Section 365.620(c) Contractor Bankruptcy

In the event of a contractor bankruptcy, the loan recipient shall notify the Agency and shall keep the Agency advised of any negotiations with the bonding company, including any proposed settlement. The Agency may participate in those negotiations and will advise the loan recipient of the impact of any proposed settlement to the loan agreement. The loan recipient shall be responsible for assuring that every appropriate procedure and incidental legal requirement is observed in advertising for bids and re-awarding a construction contract.

Section 365.620(d) Access

Every contract entered by the loan recipient for construction work, and every sub-agreement, shall provide the Agency representatives with access to the work. The contractor or subcontractor shall provide facilities for such access and inspection.

Section 365.640(c) Remedies

All claims, counter-claims, disputes and other matters in question between the loan applicant and the contractor arising out of, or relating to a sub-agreement or its breach shall be decided by arbitration if the parties agree, or in a court of competent jurisdiction within the State.

Bidder Certification
In Compliance with Article 33E-11 to the
"Criminal Code of 2012"

I _____, do hereby certify that:

Name

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

2. This firm is not barred from bidding on this contract due to either a Bid-rigging or Bid Rotating violation as set forth in Article 33E-11 to the "Illinois Criminal Code of 2012 [720 ILCS 5/33E-11]"

Name of Firm _____

Signature _____

Title _____

Date _____

Corporate Seal (where appropriate)

On this _____ day of _____ 20____, before me appeared (Name)

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

Notary Public _____ Commission Expires _____

Notary Seal

DISADVANTAGED BUSINESS ENTERPRISE POLICY

DISADVANTAGED BUSINESS ENTERPRISE POLICY

1. GENERAL

- A. Pursuant to State of Illinois Public Act 86-799, these specifications list on the following pages, the OWNER'S policy toward Disadvantaged Business Enterprises, as per the requirements of the loan agreement between the OWNER and the State of Illinois. These policies apply to and are binding to this construction contract and all related subcontracts awarded for the project by OWNER.
- B. The Bidder is notified that this Section of the Project Manual requires that **during project bidding** the Bidder to take certain measures to ensure participation by Disadvantaged Business Enterprises. Strict compliance with these provisions must be achieved by the Bidder in order to have one's bid be accepted by OWNER and/or Illinois EPA. ***Please be advised that certain forms and certifications must be submitted with your Bid, as described in this Section.***

Specifications for Disadvantaged Business Enterprise Participation

(Name of Loan Recipient) City of Joliet, Illinois

I. Disadvantaged Business Enterprise Policy

- A. It is the policy of the State of Illinois to award a fair share of sub-agreements to disadvantaged businesses (DBEs). In complying with this requirement, contractors are required to take affirmative steps to assure that disadvantaged businesses are used when possible as sources of supplies, equipment, construction, and services as explained herein.
- B. These specifications define the terms, conditions, and requirements of the State Revolving Fund Loan Program, and the (Name of Loan Recipient) City of Joliet, Illinois's policy and procedures for complying with these requirements.
- C. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the fair share percentages are 5% for MBEs and 12% for WBEs.

II. Pre-Contract Award Obligations

- A. All bidders are required to advertise subcontracting opportunities and to negotiate with disadvantaged businesses prior to bid opening. Failure to document such affirmative efforts shall be deemed, relative to disadvantaged business compliance, non-responsive.
- B. To establish a bid as responsible, the bidder will be required to document the proposed utilization of disadvantaged businesses with letters of intent signed by the bidder and by the disadvantaged business listed in the bid. The documentation requirements are outlined in Section III of this document.
- C. (Name of Loan Recipient) City of Joliet, Illinois's disadvantaged business policy clearly intends for bidders to contact and encourage the participation of disadvantaged businesses prior to bid opening. Affirmative efforts (the written record of conscientious and honest communications between the bidder and disadvantaged business) must be initiated and completed by the bidder prior to bid opening. All bidders must document compliance with the requirements of the disadvantaged business policy.

III. Evaluation of Disadvantaged Business Utilization and Affirmative Efforts

- A. As a prerequisite to demonstrate compliance with the (Name of Loan Recipient) City of Joliet, Illinois's disadvantaged business policy, ALL bidders shall provide the following with its bid:
 - 1. Completed and signed certification from the bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services, in the performance of this contract.

OR

2. "Certification of publication," or adequate proof of publication, including an actual copy of the newspaper advertisement from a daily newspaper. **The advertisement must run one day at least (16) days prior to bid opening.** An example advertisement follows this section.

Bidders may publish the advertisement in an established, online bidder's clearinghouse such as the "Dodge Report (<http://construction.com/dodge/>)". If an online advertisement is placed with the "Dodge Report" or an equivalent website, a screenshot of the advertisement along with the webpage address, and a payment receipt is required as documentation. **The advertisement must run one day at least (16) days prior to bid opening.**

3. List of all disadvantaged business enterprise (DBE) and non-DBE's that submitted proposals to the bidder along with the date of the proposal. Names, addresses, phone number and/or e-mail are required.
4. List of disadvantaged businesses not being utilized and justification for non-utilization.
5. If DBE subcontractors will be utilized for the project, a completed and signed copy of IEPA DBE Form No. 3 (DBE Subcontractor Utilization Form) or an equivalent "Notice of Intent" is needed from each subcontractor.
6. If DBE subcontractors will be utilized for the project, a completed and signed certification from the bidder(s), attesting that the bidder has no controlling or dominating interest or conflict of interest with the disadvantaged business that will be utilized.
7. In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received.

Failure to submit the documentation pursuant to the requirements of A (1-7) above may cause rejection of the bid as non-responsive.

IV. Sanctions

- A. The (Name of Loan Recipient) City of Joliet, Illinois may reject one or all bids when the information submitted by the bidder(s) fails to demonstrate compliance with the disadvantaged business requirements (i.e., the bidder fails to place their pre-bid advertisement in a daily newspaper, or approved website, at least 16 days prior to bid opening).
- B. Upon finding that any Party has not complied with the requirements of these specifications, including misrepresenting a firm as a disadvantaged business, any one or a combination of the following actions may be taken.
 1. Declare the bidder and/or subcontractor non-responsive and therefore, ineligible for contract award.
 2. Disallow all contract costs associated with non-compliance.

3. Refer matters which may be fraudulent to the Illinois Attorney General.

V. Post-Contract Award Compliance

- A. As required by the award conditions of USEPA's Assistance Agreement with IEPA, all sub-agreements of the prime contractor must identify that the fair share percentages are 5% for MBEs and 12 % for WBEs.
- B. After award of the prime contract, copies of all disadvantaged business related sub-agreements between the prime contractor and subcontractors shall be submitted to the owner.
- C. Subsequent to bid submission, any changes in previously reported disadvantaged businesses utilization shall be handled in accordance with 40 CFR Part 33.302(b-h). If the contractor fails to initiate such actions, the owner may withhold payments and/or institute other appropriate sanctions.

**Suggested Disadvantaged Business (DBE)
Advertisement for Construction Contractors**

Notice to Disadvantaged Businesses

_____, _____, _____, is
(Name of Company) (Address of Company) (Telephone)

seeking disadvantaged businesses for the _____
City of Joliet, Illinois
(Name of Loan Recipient)

Project for subcontracting opportunities in the following areas: _____,
_____, _____

All disadvantaged businesses should contact, **IN WRITING**, (certified letter, return receipt requested),
_____ to discuss the subcontracting opportunities. All negotiations must
(Company Contact Person)

be completed prior to bid opening _____.
(Date of Bid Opening)

*The advertisement must clearly state the method of evaluating the proposals or quotations, and the relative importance attached to each criterion. Bidders must uniformly and objectively evaluate the proposals submitted by disadvantaged business in response to the advertisement based upon the evaluation criteria stated in the advertisement. The evaluation criteria must not be restrictive or exclusionary.

Summary Report of Disadvantaged Business Enterprise Requirements for Contractors

- 1) Completed and signed certification from bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services in the performance of this contract (may use IEPA DBE Form #1).

OR

"Certificate of publication, or adequate evidence of proof of publication, including an actual copy of the newspaper advertisement from a daily publication. For advertisements placed in a construction project clearinghouse such as www.construction.com, a screenshot of the advertisement, link to website, and receipt is required for proof of advertising.

- 2) List of all disadvantaged business enterprises (DBE) and non-DBE's that submitted proposals to the bidder/prime contractor. Specify as DBE or non-DBE, type of DBE, and the other information listed below (DBE Form #4 may be used for this purpose).

Name of Company
 Name of Owners
 Address of Company
 E-mail Address of Company
 Telephone Number
 Date of Proposal
 Type of Business
 Type of DBE
 Description of work to be performed

- 3) List of disadvantaged businesses that submitted proposals to the bidder but will not be utilized. Justification for non-utilization must be provided (may use IEPA DBE Form #1).
- 4) Completed and signed copies IEPA DBE Form #3 (Subcontractor Utilization Form) or equivalent "Notice of Intent". Only applies if using DBE subcontractors.
- 5) Completed and signed certification from bidder(s) attesting that the bidder has no dominating or conflict of interest with the disadvantaged business to be utilized (IEPA DBE Form #1). Only applies if using DBE subcontractors.
- 6) In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received (IEPA DBE Form #1).
- 7) **Note:** DBE Form #2 is **not** included in this packet. It is for consultants/engineers to report DBE activity. ~~It is for consultants/engineers to report DBE activity.~~ This form may be found in IEPA's DBE Guidance Manual which is available on the Agency's website or mailed upon request by calling 217-782-2027.

IEPA Disadvantaged Business Enterprise (DBE) Program Form #1
Contractor Certification Form

(To be completed by all Prime Contractors)

Please check the appropriate boxes that apply and complete the information on the bottom of the form.

- This firm will award no subcontracts (including in the procurement of equipment, supplies, or services), in the performance of this contract.
- This firm advertised for DBE subcontractors according to the good faith efforts outlined in the IEPA DBE Guidance Document.
- This firm received proposals from DBE(s) that will not be utilized. A list of the DBEs not hired, along with their address, phone number, and reason(s) for non-utilization, is below.

- This firm did not receive any inquiries from DBEs.

I certify that the above is true. I further certify that this firm and its partners, directors, and officers do not possess a controlling interest in ownership or conflict of interest or any other authority to control the DBE to be used during the performance of the contracts.

By: _____
NAME: _____
TITLE: _____
Company: _____

Date: ___/___/_____

EPA Disadvantaged Business Enterprise (DBE) Program Form #3 Subcontractor Utilization Form

(Only complete this form if DBE subcontractors or sub-consultants will be working on a project)

This form is intended to capture the DBE subcontractor’s description of work to be performed and the price of the work submitted to the prime contractor. All subcontractors must complete this form, and it must be included in the prime contractor’s bid package.

Subcontractor Name	Project Name
Contact Person’s Name & Title	
Address	
Telephone	Email
DBE Certified By:	Select One: MBE WBE SBE DBE
Prime Contractor Name	
Type of Work to be Performed	Cost Estimate of Work

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to using the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 C.F.R. Part 33 Section 33.302(c).

Prime Contractor Signature:	Print Name:
Date:	Title:
Subcontractor Signature:	Print Name:
Date:	Title:

**IEPA Disadvantaged Business Enterprise (DBE) Program Form #4, Bidders List
(Only complete this form if subcontractors or sub-consultants will be working on a project)**

Using this form/format is optional. Other formats are acceptable.

Company Name & Contact Person	Address	Phone No. w/ area code	Email	Proposed Work (supplies, paint, paint etc.)	DBE Status (MBE, WBE, DBE, SBE)
					<p align="center">Check if Hired</p> <p align="center"><input type="checkbox"/></p>
					<p align="center">Check if Hired</p> <p align="center"><input type="checkbox"/></p>
					<p align="center">Check if Hired</p> <p align="center"><input type="checkbox"/></p>
					<p align="center">Check if Hired</p> <p align="center"><input type="checkbox"/></p>

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**BIDDER CERTIFICATION REGARDING
THE USE OF
AMERICAN IRON AND STEEL PRODUCTS**

BIDDER CERTIFICATION REGARDING THE USE OF AMERICAN IRON AND STEEL PRODUCTS

1. GENERAL

- A. Pursuant to Section 436 of federal H.R. 3547, these specifications list on the following pages, the OWNER'S requirements regarding the use of American iron and steel products, which is part of the requirements of the loan agreement between the OWNER and the State of Illinois. These requirements apply to and are binding to this construction contract and all related subcontracts awarded for the project by OWNER.
- B. The Bidder is notified that this Section of the Project Manual requires that **during project bidding** the Bidder shall certify to OWNER that all iron and steel products used for this project must be produced in the United States as outlined in Section 436, a copy of which is provided on page A-00 30 80-1. ***Please be advised that a signed and dated original of the fully completed form entitled, "Bidder Certification Regarding the Use of American Iron and Steel Products" (a blank copy of which is provided on page A-00 30 80-4 herein) must be submitted with your Bid, as described in this Section.***

Requirements Specific to American Iron and Steel

The Consolidated Appropriations Act of 2014 (Public Law 113-76) first included an "American Iron and Steel (AIS)" requirement that requires Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) loan recipients to use iron and steel products that are produced in the United States for projects involving the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through a CWSRF or a DWSRF loan. Guidance is available on USEPA's website: http://water.epa.gov/grants_funding/aisrequirement.cfm. Waivers from the requirements are available under certain circumstances.

For CWSRF or DWSRF purposes, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- Pipes (lined or unlined) and fittings;
- Manhole Covers;
- Municipal Castings (defined in more detail below);
- Hydrants;
- Tanks;
- Flanges;
- Pipe clamps and restraints;
- Valves;
- Structural steel (defined in more detail below);
- Reinforced precast concrete; and
- Construction materials (defined in more detail below).

For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by costs. The cost should be based on the material costs.

For the purposes of AIS, steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

For the purposes of AIS, production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, except for metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of

an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

For AIS, municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

Access Hatches;	Drainage Greates, Frames and Curb Inlets;
Ballast Screen;	Inlets;
Benches (Iron or Steel);	Junction Boxes;
Bollards;	Lampposts;
Cast Bases;	Manhole Covers, Rings and Frames, Risers;
Cast Iron Hinged Hatches, Square and Rectangular;	Meter Boxes;
Cast Iron Riser Rings;	Service Boxes;
Catch Basin Inlet;	Steel Hinged Hatches, Square & Rectangular;
Cleanout/Monument Boxes;	Steel Riser Rings;
Construction Covers and Frames;	Trash receptacles;
Curb and Corner Guards;	Tree Grates;
Curb Openings;	Tree Guards;
Detectable Warning Plates;	Trench Grates; and
Downspout Shoes (Boot, Inlet);	Valve Boxes, Covers and Risers.

For AIS, structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zeeks. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

For AIS, construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel.” This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable handing systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

For the purposes of AIS, mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts

and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

There are specific requirements for precast concrete to comply with AIS. While reinforced precast concrete may not be at least 50% iron or steel, in this case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered a construction material and must be produced in the US.

Recordkeeping for Iron and Steel Products: Documenting the Country of Origin for Iron and Steel Products for Loan Programs

Loan recipients with assistance from their general contractor must be able to verify that products used in their projects comply with the AIS requirements. USEPA recommends loan recipients use a “Step Certification” process to ensure that producers adhere to the AIS requirements. Step certification is a process under which each handler (supplier, fabricator, manufacturer, etc.) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple as long as it includes the name of the manufacturer, the location of the manufacturing facility (not company headquarters), a description of the product or item being delivered, and a signature by a manufacturer’s responsible party. An example of this type of certification is attached.

Certification could be achieved by other methods such as requiring the final manufacturer, who delivers the iron/steel products to the worksite, to provide certification that all manufacturing processes occurred in the US. While this type of certification is easier and acceptable, it may not provide the same degree of assurance and additional documentation may be needed. USEPA auditors recommend keeping records of when and where the products were delivered. Examples include: Perry Water Plant on August 3, 2017, or Jankousky Construction Offices on October 5, 2017. Records from the manufacturer should refer to specific items such as pipes, valves, meters. Try to avoid records containing broad statements such as, “All products delivered were made in the USA.”

Regardless of the method, documents regarding the country of origin for iron and steel products should be collected and maintained by all loan recipients. Having a good paper trail is invaluable during an inspection or audit.

Information is available at <http://www.epa.illinois.gov/topics/grants-loans/water-financial-assistance/state-revolving-fund/guidance/index>.

**Bidder Certification Regarding the Use of
American Iron and Steel Products**

_____, do
hereby certify that:
Name

1. I am _____(title) of the _____(company, partnership, etc.) and have authority to execute this certification on behalf of the firm.
2. This firm is aware that all iron and steel products used for this project must be produced in the United States per Section 436 (a) – (f) of the Consolidated Appropriations Act, 2014.
3. This firm is aware that the use of American iron and steel products applies to all projects for the construction, alteration, maintenance, or repair of publically owned treatment works (POTW) or public water systems.
4. This firm understands the term “iron and steel products” refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
5. I am aware that this requirement applies to all portions of the project that are subcontracted.

Name of Company _____

Signature _____

Title _____

Date _____

Project: City of Joliet, Eastside Phosphorus Removal

Loan No. L174760

Corporate Seal (where appropriate)

Sample Certification Letter

The following information is provided as a sample letter of step certification for AIS compliance. The completed letter is provided to the construction contractor or loan applicant from the supplier, fabricator, manufacturer, etc. of iron and steel products. Documentation must be provided on company letterhead. If e-mail is used, documents should be scanned so the company letterhead is visible.

Company Letterhead

Date

Company Name
Company Address
City, State, Zip

City of Joliet - City of Joliet, Eastside
WWTP Phosphorus Removal
IEPA Loan No. L174760

Subject: American Iron and Steel Step Certification for Project

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirements as mandated in EPA's State Revolving Fund Programs.

Item, Products, and/or Materials:

1. XXX
2. XXX
3. XXX

Such process took place at the following location (City and State must be included):

If any of the above compliance statements change while providing material to the project we will immediately notify the prime contractor and the engineer.

Signed by Company Representative

CITY OF JOLIET AFFIDAVITS

CITY OF JOLIET AFFIDAVITS

1. GENERAL

- A. The Bidder is notified that this Section of the Project Manual must be printed, executed, and submitted in its entirety (00 30 90-1 through 00 30 90-16) with your bid.

**MANAGEMENT & BUDGET
PURCHASING DIVISION
150 W. Jefferson Street
Joliet, IL 60432
(815) 724-3925
(815) 724-3929 (fax)**



CITY OF JOLIET

NOTICE

The City of Joliet has adopted the Responsible Bidder Ordinance. In addition to any other requirement, unless otherwise expressly stated in a bid solicitation or an award of contract, all bidders must comply with the following requirements in order to submit a bid or be awarded a contract and include satisfactory evidence thereof in its bid.

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

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

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

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

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

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

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

MARGARET E. MCEVILLY
Purchasing/Contract Administrator

**DEPARTMENT OF
PUBLIC WORKS &
UTILITIES**

815-724-4230 Direct
815-723-7770 Fax



**150 WEST JEFFERSON STREET
JOLIET, ILLINOIS 60432-
4158**

GENERAL CONTRACTOR

RE: 2019 CONSTRUCTION PROJECTS

Dear General Contractor:

The City of Joliet currently has specifications, which require ten **(10%)** percent minority participation in contracts over \$100,000.00. In an effort to track this information letter, the City of Joliet will be requiring all GENERAL CONTRACTS to submit to a complete list of sub-contractors they intend to use on the awarded project at the pre-construction meeting. The issuance of this sub-contractor list will help the City ensure that minority requirements are met as well as prevailing wages. The sub-contractor list should include the dollar amount or percentage of this contract for the work the sub-contractor is responsible. I.D.O.T. for BC 260-A is an example of such an acceptable form. In addition, the specification states that monthly certified payroll records are to be submitted to the Engineer. This will also be enforced for the upcoming construction season.

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

A handwritten signature in cursive script that reads "James R. Trizna".

James R. Trizna
Public Works Director

A handwritten signature in cursive script that reads "Allison Swisher".

Allison Swisher
Director of Public Utilities

Minority Employment Requirements:

For contracts valued greater than \$100,000:

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

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

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

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

DEFINITION

Minority shall include:

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

NOTICE TO BIDDERS – ETHICS ORDINANCE AND INSPECTOR GENERAL COMPLIANCE

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

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

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

(NOTE: These affidavits must be completed by an authorized representative of the bidder)

AFFIDAVITS

Business Status of Bidder

BIDDER/APPLICANT:

Name

Principal place of business

Address

City, State, Zip Code

The Bidder is a:

- _____ *Corporation*
- _____ *Partnership*
- _____ *Limited Liability Company*
- _____ *Sole Proprietorship*
- _____ *Other (please explain: _____)*

Corporation

The state of incorporation is: _____

The registered agent of the corporation in Illinois is:

Name

Address

City, State, Zip

The officers of the corporation are:

President

Secretary

Vice President

Treasurer

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

The state of registration is: _____

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

Name _____

Address _____

City State Zip _____

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

Address _____

City, State, Zip _____

The managers and members of the Limited Liability Company are:

_____	_____
<i>Name</i>	<i>Name</i>
_____	_____
<i>Address</i>	<i>Address</i>
_____	_____
<i>City, State</i>	<i>City, State</i>

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

Sole Proprietorship

The address of the sole proprietor is:

Address

City, State

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

BID RIGGING AND BID ROTATING

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

- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price or that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract;
- C. The bid is genuine and not collusive or sham;
- D. The prices or breakdowns thereof and any and all contents which had been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
- E. All statements contained in such bid are true;
- F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
- G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

Section 2a

NON-COLLUSION

- A. No officer or employee of the City of Joliet has a direct or indirect pecuniary interest in this bid.
- B. No officer or employee of the City of Joliet has disclosed to the bidder any information related to the terms of a sealed bid.
- C. No officer or employee of the City of Joliet has informed the bidder that the bid will be accepted only if specified persons are included as subcontractors.
- D. Only the bidder will be entitled to the proceeds of the contract if this bid is accepted by the City of Joliet.

E. This bid is made without the benefit of information obtained in violation of law.

Section 3. The undersigned further states that: (circle A or B)

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

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

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

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

**THE REQUIREMENTS OF THE
ILLINOIS DRUG FREE WORKPLACE ACT**

Section 5. The undersigned will publish a statement:

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

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

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

1. Abide by the terms of the statement; and

2. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such a conviction.

- D. Establishing a drug free awareness program to inform the aforementioned company's employees about:
1. The dangers of drug abuse in the workplace;
 2. The aforementioned company's policy of maintaining a drug free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug violations.
- E. Making it a requirement to give a copy of the statement required by Section 5. to each employee engaged in the performance of the contract with the City of Joliet and to post the statement in a prominent place in the workplace;
- F. Notifying the City of Joliet within ten (10) days after receiving notice under Section 5.C.2. from an employee or otherwise receiving actual notice of such a conviction;
- G. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6., below;
- H. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that an effectively trained counseling and referral team is in place;
- I. Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements.
- J. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

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

- A. Take appropriate personnel action against such employee up to and including termination; or
- B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

TAX COMPLIANCE

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

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

NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Section 9. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

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

During the performance of this contract, the contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that

it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any

subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

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

Section 13. Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

Section 14. In the event that this contract is subject to Executive Order 11246, Seller certifies that it (1) is in compliance with Section 202 thereof and the Rules and Regulations issued thereunder; (2) does not and will not provide or maintain at any of its establishments, or permit its employees to perform their services at any location under its control where there are maintained, segregated facilities, and (3) agrees that a breach of this Certification violates the Equal Employment clause of Executive Order 11246. "Segregated Facilities," means facilities which are in fact segregated on a basis of race, color, creed, sex, religion or national origin, because of habit, local custom, or otherwise.

THE AMERICANS WITH DISABILITIES ACT

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

Signed by: _____
[name]

[title]

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

By: _____
Notary Public

-seal-

STATE OF ILLINOIS)
 * * * * *

* * * * *

) SS.
 COUNTY OF WILL)

*NOTE: THIS AFFIDAVIT MUST BE
 *COMPLETED BY THE CHIEF OFFICER
 *OF THE BIDDER

* * * * *

* *

**AFFIDAVIT
REGARDING BIDDER AVAILABILITY**

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

PART I. WORK UNDER CONTRACT

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

	1	2	3	4	5	Awards Pending	
County and Section No.							
Contract With							
Estimated Completion Date							
Total Contract Price							Total
Uncompleted Dollar Value							

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

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

							TOTALS
Excav. Grading & Clearing							
Portland Cement Concrete Paving							
Bituminous Hot							

Mix Surface							
Bituminous Aggregate Mix							
Aggregate Bases & Surface							
Structures							
Drainage							
Electrical							
Curb & Gutter							
Sewer							
Water							
Sidewalks							
Demolition							
Other/Explain							
Totals							

Date Equipment Available For Work							
--------------------------------------	--	--	--	--	--	--	--

(SIGNATURE)

(PRINT NAME)

(TITLE)

Subscribed and Sworn to before me this
 _____ day of _____, AD, **20**_____.

NOTARY PUBLIC

BID FORM

BID FORM

BIDDER _____

(name – typed or printed)

PROJECT IDENTIFICATION:

Eastside Wastewater Treatment Plant Phosphorus Removal Project

DONOHUE PROJECT NUMBER: 13320
CITY CONTRACT NUMBER: 2351-0219
IEPA LOAN NUMBER: L174760

ARTICLE 1 – BID RECIPIENT

Attn: City Clerk
City of Joliet
150 West Jefferson Street
Joliet, IL 60432

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. Bidder has not added any conditions or qualifying statements to the Bid. The Bid will remain subject to acceptance for the bid withdrawal time stated in the Invitation to Bid or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds, evidence of insurance coverage, and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

ARTICLE 3 – IEPA-MANDATED CERTIFICATIONS

- 3.01 **NON-COLLUSION CERTIFICATIONS:** By submission of this Bid, the undersigned certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that in connection with the proposal:
- a. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
 - c. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

3.02 Each person signing the bid shall certify that:

- a. He or she is the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid and shall also certify that he has not participated, and will not participate, in any action contrary to Paragraph a through c above; or
- b. He or she is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to Paragraphs (a) through (c), above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate in action contrary to Paragraphs a through c above.

3.03 IEPA LOAN-RELATED CERTIFICATION: BIDDER certifies that all iron and steel products used in the Project for the construction, alteration, maintenance, or repair of a public water system are produced in the United States in compliance with Section 436. (a) – (f) of H. R. 3547, "The Consolidated Appropriation Act, 2014".

ARTICLE 4 – BIDDER'S REPRESENTATIONS

4.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and test of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities), if any, that have been identified in Paragraph 5.03 of the Supplementary Conditions as containing reliable Technical Data, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph 5.06 of the Supplementary Conditions as containing reliable Technical Data.
- E. Bidder has considered and correlated the information known to the Bidder; information commonly known to bidders doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and all additional or supplementary examinations, investigations, explorations, tests, studies, and data with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means,

methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Bidder's safety precautions and programs.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents

ARTICLE 5 – BIDDER'S CERTIFICATIONS

5.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 5.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, purposes of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

5.02 Bidder is currently certified as a MBE or FBE under IEPA's DBE Program **Yes** ____ **No** _____

ARTICLE 6 – BASIS OF BID

6.01 Bidder will complete the **Base Bid Work** in accordance with the Contract Documents for the following price(s):

UNIT PRICE WORK						
No.	Section	Item	Qty	Unit	Unit Price	Extended Price
1	All Sections	All Work Except For Items No. 2 through No. 6	1	LS	\$_____ per LS	\$_____
2	01 22 00	Removal of Unsuitable Material	1,000	CY	\$_____ per CY	\$_____
3	01 22 00	Removal of Solids Waste	800	TON	\$_____ per CY	\$_____
4	01 21 00	Face Brick	265	M	\$_____ 825 per M	\$_____ 218,625.00
5	01 21 00	Unforeseen Conditions Process Control Building	1	LS	\$ 50,000.00 per LS	\$ 50,000.00
6	01 21 00	Repairs or Modifications to Yard / Digester Piping	1	LS	\$ 50,000.00 per LS	\$ 50,000.00

Unit Prices have been computed in accordance with paragraph 13.03 of the General Conditions.

All specific allowances identified in Section 01 21 00 are included in the price set forth above and have been computed in accordance with Paragraph 13.02 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Base Bid Material and Equipment:

1. Bidder has included in the Bid price, the installed cost of material and equipment furnished by the circled Supplier as named in the Base Bid Material and Equipment Schedule, which is included at the end of this Bid Form.
2. The circled Supplier has been selected from Supplier A, B, or C as named in the Base Bid Material and Equipment Schedule in accordance with the Instructions to Bidders.
3. If a substitute is offered, Bidder has included the name of the Supplier and the amount to be deducted from the Bid price for the proposed substitute in the Base Bid Material and Equipment Schedule in accordance with the Instructions to Bidders. Bidder agrees that the procedures for submission and consideration by Engineer for determining the acceptability of substitutes will be as set forth in the General Conditions and the Supplementary Conditions.

ARTICLE 7 – TIME OF COMPLETION

- 7.01 Bidder agrees that the Milestones are to be achieved and the Work will be substantially completed and completed and ready for final payment in accordance with paragraph 15.06.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 7.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

ARTICLE 8 – ATTACHMENTS TO THIS BID

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

- A. Required Bid security in the form of _____
(Certified Check or Bid Bond)

in the amount of _____
(Dollars or Percent of Bid Price)
- B. Affirmative Action for Equal Employment Opportunities (Executive Order 11246) as required in Section 00 30 10 in the Project Manual.
- C. Certification of Nonsegregated Facilities as required by Section 00 30 20 in the Project Manual.
- D. Notice to Labor Unions or Other Organizations of Workers Nondiscrimination in Employment as required by Section 00 30 30 in the Project Manual.
- E. Certification Regarding Debarment, Suspension and Other Responsibility Matters as required by Section 00 30 40 in the Project Manual.
- F. Prevailing Wage Requirements as required in Section 00 30 50 in the Project Manual.
- G. State of Illinois Loan General Conditions as required in Section 00 30 60 in the Project Manual.
- H. Bidder Certification In Compliance with Article 33E to the “Criminal Code of 1961” as required in Section 00 30 60 in the Project Manual.
- I. The IEPA-required DBE Participation documentation and certifications as required by Section 00 30 70 in the Project Manual.
- J. A fully completed and signed “Bidders Certification Regarding the Use of American Iron and Steel Products” form, as required by Section 00 30 80 of the Project Manual.
- K. The City of Joliet Affidavits provided in Section 00 30 90.

The terms used in this Bid with initial capital letters have the meanings indicated in the Instruction to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED ON _____, 20_____.

State Contractor License No. _____ . (If applicable)

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

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

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business Address: _____

Phone No: _____ FAX No.: _____

Date of Qualification to do business is _____

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Phone and FAX Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Sworn and subscribed to before me this

____ day of _____, 20____.

Notary or other officer authorized to administer oaths

My commission expires: _____

BASE BID MATERIAL AND EQUIPMENT SCHEDULE				
Spec Section	Item	Supplier	Supplier's Price	Installed Cost
22 33 36	Booster Pump System	(A) Grundfos, Inc.	\$	\$
		SUBSTITUTE	\$	\$
11 52 00	Audio Visual System	(A) AVI Systems, Inc	\$	\$
		NO SUBSTITUTION		
28 15 00	Security Access Controls System	(A) Advent Systems, Inc	\$	\$
		NO SUBSTITUTION		
46 33 44	Peristaltic Chemical Feed Equipment	(A) Blue-White Industries	\$	\$
		NO SUBSTITUTION		
46 41 23	Submersible Mixing Equipment	(A) Flygt (a Xylem company)	\$	\$
		NO SUBSTITUTION		
46 76 21	Sludge Thickening Equipment	(A) Komline Sanderson	\$	\$
		NO SUBSTITUTION		
40 61 13	Process Control System	(A) Wunderlich-Malec.	\$	\$
		NO SUBSTITUTION		
40 05 53	Plug Valves	(A) Dezurik	\$	\$
		(B) Val-Matic	\$	\$
		NO SUBSTITUTION		
40 05 59.23	Stainless Steel Gates	(A) Fontaine Aquanox	\$	\$
		(B) Rodney Hunt	\$	\$
		(C) Whipps	\$	\$
		NO SUBSTITUTION		
43 23 57	Progressive Cavity Pumping Equipment	(A) Moyno Industrial Products	\$	\$
		(B) Netzsch	\$	\$
		(C) Seepex	\$	\$
		NO SUBSTITUTION		
43 25 13	Submersible Centrifugal Pumping Equipment	(A) Xylem-Flygt	\$	\$
		(B) Wilo	\$	\$
		NO SUBSTITUTION		
44 31 21	Odor Control Biofilters	(A) Biorem Technologies, Inc.	\$	\$
		SUBSTITUTE	\$	\$

BASE BID MATERIAL AND EQUIPMENT SCHEDULE				
Spec Section	Item	Supplier	Supplier's Price	Installed Cost
46 33 33	Polymer Prep, Age and Feed Equipment	(A) Fluid Dynamics	\$	\$
		(B) VeloDyne	\$	\$
		NO SUBSTITUTION		
46 51 33	Diffusers	(A) SSI	\$	\$
		(B) Aquarius	\$	\$
		(C) Sanitaire	\$	\$
		NO SUBSTITUTION		
46 76 33	Dewatering Centrifuge	(A) Centrisys Corporation	\$	\$
		(B) Andritz	\$	\$
		(C) Flottweg	\$	\$
		(D) Alfa Laval	\$	\$
		NO SUBSTITUTION		

END OF BID FORM

BID BOND

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

BIDDER (*Name and Address*):

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

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

Penal sum _____

\$ _____

(Words)

(Figures)

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

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

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

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

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

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

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

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

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

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

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

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

12. Authorized to do business in the State of Illinois.

AGREEMENT

AGREEMENT

THIS AGREEMENT is by and between the City of Joliet, Illinois
_____(hereinafter called OWNER)
and _____
_____(hereinafter called CONTRACTOR).

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

ARTICLE 1 – WORK

- 1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.
- 1.02 The Work at the Eastside Wastewater Treatment Plant is generally described as follows:

Work of this Contract is generally described as general construction of wastewater treatment facility including aeration basin modifications for biological phosphorus removal and addition of slide gates and valve actuators for flow control, chemical removal facilities as backup, sludge thickening system, thickened sludge pumping, piping and valve replacement in thickening building, rehabilitation process drain pump station, polymer system, ortho phosphorus analyzer, odor control unit, and misc yard piping improvements. General construction of new administration building and renovation of existing administration building into process control building. The work includes sitework, yard piping, structural, architectural, process piping and equipment, plumbing, heating, ventilation, air conditioning, electrical, and instrumentation and control.

ARTICLE 2 – THE PROJECT

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

Eastside Wastewater Treatment Plant Phosphorus Removal Project

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Donohue & Associates, Inc., who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time of Essence
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed within **660 days** after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **720 days** after the date when the Contract Times commence to run.

4.03 Liquidated Damages

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed and Milestones not achieved within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding that actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER **\$1,500.00** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion, plus additional engineering costs as set forth in paragraph SC-14.10 of the Supplementary Conditions, until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **\$1,000.00** for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment, plus additional engineering costs as set forth in paragraph SC-14.10 of the Supplementary Conditions, until the Work is completed and ready for final payment.
- B. Contractor and Owner also recognize that Owner will suffer financial loss if part of the Work is not completed within the Milestone times specified in Section 01 11 00, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if part of the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner the amount stated below for each day that expires after the time specified in Section 01 11 00 for Substantial Completion of each Milestone until the Work is substantially complete.
- a. Milestone No. 1: **\$1,500.00** for each day that expires after the time specified
 - b. Milestone No. 2: **\$1,500.00** for each day that expires after the time specified
- C. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Section 01 11 00 for any operational shutdowns. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding that actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER **\$100.00** for each hour that expires after the time specified in Part 1.03 and 1.04 of Section 01 11 00.

4.04 Penalties - None

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the schedule for Unit Price Work as shown on the following page.

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

UNIT PRICE WORK						
No.	Section	Item	Qty	Unit	Unit Price	Estimated Price
1	All Sections	All Work Except For Items No. 2 through No. 6	1	LS	\$_____ per LS	\$_____
2	01 22 00	Removal of Unsuitable Material	1,000	CY	\$_____ per CY	\$_____
3	01 22 00	Removal of Solids Waste	800	TON	\$_____ per CY	\$_____
4	01 21 00	Face Brick	265	M	\$_____ 825 per M	\$_____ 218,625.00
5	01 21 00	Unforeseen Conditions Process Control Building	1	LS	\$ 50,000.00 per LS	\$ 50,000.00
6	01 21 00	Repairs or Modifications to Yard / Digester Piping	1	LS	\$ 50,000.00 per LS	\$ 50,000.00
TOTAL OF ALL ESTIMATED PRICES (Sum of Estimated Price for Each Item)						\$_____ (figures)
						Dollars
						(words)
Qty = Estimated Quantity						
Bid Price (for each Item) = Qty x Bid Unit Price (for each item)						
LS = Lump Sum						
CY = Cubic Yard						
LF = Lineal Foot						
EA = Each						
M = 1,000 units						
LB = Pound						

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER and upon approval of IEPA each month during performance of the Work as provided below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- B. Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
 - 1. 90% of Work completed (with the balance being retainage). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments will be in an amount equal to 100% of the Work completed less the aggregate of previous retainage and payments previously made. At 50% completion, or any time thereafter, when the character and progress of the Work is not satisfactory, additional amounts may be retained, but in no event shall the total retainage be more than 10% of the value of the Work completed.
- C. Upon Substantial Completion, the amount of retainage may be reduced. Upon Substantial Completion, OWNER may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed or corrected.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER and upon approval of IEPA as provided in said paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 By City of Joliet policy, all moneys not paid when due as provided in Article 14 of the General Conditions shall bear zero percent (0%) interest.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:
 - A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 00 52 00-1 to 00 52 00-8, inclusive);
 - 2. Performance Bond (pages 00 61 00-1 to 00 61 00-3, inclusive);
 - 3. Payment Bond (pages 00 61 50-1 to 00 61 50-3, inclusive);
 - 4. General Conditions (pages 00 72 00-1 to 00 72 00-65, inclusive);
 - 5. Supplementary Conditions (pages 00 80 00-1 to 00 80 00-19, inclusive);
 - 6. Specifications as listed in the table of contents of the Project Manual which is provided in three volumes;
 - 7. Drawings, not attached hereto, as follows:

- a. Consist of a cover sheet and sheets numbered 1 through 371, inclusive, with each sheet bearing the following general title: **“Eastside Wastewater Treatment Plan Phosphorus Removal”**;

8. Addenda (numbers x to x, inclusive);

9. Exhibits to this Agreement (enumerated as follows):

- a. Contractor’s Bid (pages x to x, inclusive);

10. Wage Rates;

11. Federal, State, and Local Forms;

12. Documents in the Appendix;

13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed;
- b. Change Orders;
- c. Work Change Directives;
- d. Field Orders;
- e. Engineer’s written interpretations and clarifications.

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

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

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

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

10.05 Other Provisions

- A. CONTRACTOR'S Estimated Payment Request Schedule for Outlay Management:

- 1. Within 30 days of issuance of the Notice to Proceed, CONTRACTOR shall furnish OWNER with a schedule of the estimated dollar value of work projected to be completed each month for the duration of the Contract. The schedule shall be updated monthly based on actual expenditures and shall be submitted along with CONTRACTOR'S monthly application for progress payment. The schedule shall be detailed to allow separation of eligible and ineligible cost items and Innovative/Alternative cost items.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

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

OWNER:

CONTRACTOR:

_____ City of Joliet, Illinois

By: _____
City Manager

By: _____
(signature)

_____ (typed name and title)

Attest _____
City Clerk

Attest _____
(signature)

Address for giving notices:

City of Joliet

150 West Jefferson Street

Joliet, IL 60432

Address for giving notices:

License No. _____
(where applicable)

NOTICE OF INTENT TO AWARD

DATED: _____

TO: _____

CONTRACT: **Eastside Wastewater Treatment Plant
Phosphorus Removal Project**
for the
City of Joliet, Illinois

Project Description:

The Work of this Contract is generally described as general construction of wastewater treatment facility including aeration basin modifications for biological phosphorus removal and addition of slide gates and valve actuators for flow control, chemical removal facilities as backup, sludge thickening system, thickened sludge pumping, piping and valve replacement in thickening building, rehabilitation process drain pump station, polymer system, ortho phosphorus analyzer, odor control unit, and misc yard piping improvements. General construction of new administration building and renovation of existing administration building into process control building. The work includes sitework, yard piping, structural, architectural, process piping and equipment, plumbing, heating, ventilation, air conditioning, electrical, and instrumentation and control.

The OWNER has considered the BID submitted by you for the above described WORK, in response to its Invitation to Bid, dated _____ and Instructions To Bidders.

You are hereby notified that your BID will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for the items in the amount of _____ Dollars (\$ _____).

You will be required by the Instructions To Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and Certificates of Insurance within ten **(10)** days of the date of the final Notice of Award, to be sent upon IEPA approval, to you.

City of Joliet, Illinois
(OWNER)

(Title)

CONTRACTOR shall return an acknowledgement original of this NOTICE OF INTENT TO AWARD to the OWNER.

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF INTENT TO AWARD is hereby acknowledged,

By _____

This the _____ day of _____, 20_____.

By _____

Title _____

NOTICE OF AWARD

DATED: _____

TO: _____

CONTRACT: **EASTSIDE WASTEWATER TREATMENT PLANT
PHOSPHORUS REMOVAL PROJECT**
for the
City of Joliet, Illinois

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for providing the total Work of the Contract.

The Contract Price of your Contract is _____ Dollars (\$_____).

Three copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Additional sets of Contract Documents and Drawings will be delivered separately at a later date.

You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice of Award, that is by _____.

1. Deliver to the Owner three fully executed counterparts of the Contract Documents. Each of the Contract Documents must bear your signature on the appropriate page of the Agreement.
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders (Article 20) and General Conditions (Article 6).
3. Deliver with the executed Contract Documents the certificates of insurance (with a copy to each additional insured) which you are required to purchase and maintain in accordance with the Contract Documents as specified in the General Conditions (paragraph 2.01.B).

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

Within fifteen (15) days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

City of Joliet, Illinois
(OWNER)

(Title)

CONTRACTOR shall return an acknowledgement original of this NOTICE OF AWARD to the OWNER.

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged,

By _____

This the _____ day of _____, 20_____.

By _____

Title _____

NOTICE TO PROCEED

DATED: _____

TO: _____

CONTRACT:

**EASTSIDE WASTEWATER TREATMENT PLANT
PHOSPHORUS REMOVAL PROJECT**
for the
City of Joliet, Illinois

You are notified that the Contract Times under the above Contract will commence to run on _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the date of Substantial Completion is _____ and the date of readiness for final payment is _____.

Before you start any Work at the Site, you must:

1. Submit stormwater NPDES permit application.
2. Install erosion control measures.
3. Perform exploratory potholing specified in section 31 10 00.
4. Submit schedule of submittals.
5. Submit schedule of values.
6. Submit construction schedule.
7. Submit emergency contact information.

City of Joliet, Illinois
(OWNER)

(Title)

ACCEPTANCE OF NOTICE

Receipt of this Notice to Proceed is hereby acknowledged and accepted by:

this the _____ day of _____, 20__

By: _____

Title: _____

PERFORMANCE BOND

CONTRACTOR *(name and address):*

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

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: None See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

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

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

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

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

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

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

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

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

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

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the

Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

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

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

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

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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

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

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

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

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

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than

the Owner or its heirs, executors, administrators, successors, and assigns.

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

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

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

14. Definitions

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

allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

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

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

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

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

16. Modifications to this Bond are as follows:

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

PAYMENT BOND

CONTRACTOR *(name and address)*:

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

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: None See Paragraph 18

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

CONTRACTOR AS PRINCIPAL

SURETY

_____ *(seal)*

Contractor's Name and Corporate Seal

_____ *(seal)*

Surety's Name and Corporate Seal

By: _____

Signature

By: _____

Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____

Signature

Attest: _____

Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
 - 16.1 **Claim:** A written statement by the Claimant including at a minimum:
 1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 7. The total amount of previous payments received by the Claimant; and
 - 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:

The City reserves the right to require the successful bidder to supply a Payment Bond issued by a surety authorized to do business in the State of Illinois and having a current A.M. Best financial strength rating of not less than "A-". The bond shall be filed within ten (10) calendar days of acceptance of the Bidder's proposal by the City of Joliet. The bond, unless otherwise specified by the City's Purchasing Manager, shall be in the amount of 100% of the total contract price. The form of the Bond shall be subject to the approval of the Corporation Counsel of the City of Joliet.
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



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

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

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

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

B. *Resolving Discrepancies:*

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

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

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

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
 - C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
 - D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
 - E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
 - F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

- O. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

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

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

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

7.12 *Safety and Protection*

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

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
 - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
 - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

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

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

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

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

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

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

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

9.06 *Insurance*

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

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

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

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

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

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

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

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

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

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

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

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

11.02 *Owner-Authorized Changes in the Work*

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

11.03 *Unauthorized Changes in the Work*

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

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

GENERAL

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2013 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC - 1.01

Add the following paragraph after paragraph 1.01.A.20.:

3b. *Architect* – The same meaning as Engineer.

Delete subparagraph 1.01.A.18 in its entirety and insert the following in its place.

18. *Drawings* - The part of the Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by the Contractor, as defined in the Agreement.

Delete subparagraph 1.01.A.47 in its entirety and insert the following in its place.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, Start-up, and commissioning, all as required by the Contract Documents.

Add the following paragraph after paragraph 1.01.A.48.:

49. *Startup* - - Coordinated operation of facilities by the Contractor, Subcontractors, Suppliers, and Owner after installation, and testing, programming, and instructional services are complete and operation and maintenance data has been submitted and approved. Startup is considered complete when, in the opinion of the Engineer, the facilities have properly operated for seven (7) consecutive calendar days without significant interruption.

ARTICLE 2 – PRELIMINARY MATTER

SC - 2.01

Delete paragraph 2.01-C. in its entirety.

SC - 2.02

Delete paragraph 2.02.A. in its entirety and insert the following in its place:

- A. Upon award of the bid, the Engineer shall compile for and deliver to the Owner and Contractor a set of conformed construction documents including relevant portions of addenda. The conformed construction documents are issued for convenience only. The Contract Documents shall consist of the original bid documents and addenda. Should discrepancies exist between the conformed construction documents and the Contract Documents, the Contract Documents shall take precedence.
- B. Neither Engineer nor Owner will furnish to Contractor printed or hard copies of the Project Manual or printed or hard copies of Drawings. Contractor is responsible for printing his/her own documents for construction and use by for his/her suppliers and subcontractors. At the Pre-Construction Meeting, the Engineer will furnish Contractor with one (1) copy of the "Conformed" version of the Drawings and Project Manual in electronic portable document format (.pdf). Conformed .pdf documents are defined as the Drawings and Project Manual modified to include the addendum revisions into the specifications' text and onto each affected Drawing Sheet.
- B. Electronic files of the Drawings in AutoCAD format can be provided to the Contractor provided a waiver is signed by the Contractor. The City and Donohue are not responsible for the accuracy of the electronic files.

ARTICLE 3 –DOCUMENTS: INTENT, REQUIREMENTS, REUSE

SC – 3.01

Delete Paragraph 3.01.B. in its entirety and replace it with the following:

- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

SC – 3.03

Delete paragraph 3.03.A.3. in its entirety and replace it with the following:

- 3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

SC – 3.04

Add the following subparagraph after paragraph 3.04.A:

- 1. A request for written interpretation or clarification of the Contract Documents shall be submitted on the Request for Information (RFI) form provided in the Appendix of this Project Manual.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

SC - 4.01

Delete the last sentence of paragraph 4.01.A. in its entirety and insert the following in its place:

In no event will the Contract Times commence to run later than the 121st day after the day of Bid opening or the 30th day after the Effective Date of the Agreement, whichever date is earlier.

SC – 4.05

Delete paragraph 4.05.A in its entirety and replace with the following:

- A. If Owner, Engineer, or other contractors or utility owners performing work for the Owner as contemplated by Article 8, or anyone for whom Owner is responsible delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete Work within the Contract Times. Except as provided for in paragraph 17.01, Contractor shall make no Claim for damages as delay in the performance of the Work occasioned by acts or neglect by Owner or any of its representatives, including Engineer, or because of any injunction which may be brought against Owner or its representatives, including Engineer, and agrees that any such claim shall be fully compensated for by an extension of time in an amount equal to the time lost due to such delay, and that such time extension shall be Contractor's sole and exclusive remedy for such delay.

Delete paragraph 4.05.G. in its entirety and replace it with the following

- G. Contractor must submit notification to Owner and Engineer of a potential delay which results in an adjustment in Contract Times under this paragraph within 10 days of the commencement of the delaying, disrupting, or interfering event.

Add the following as paragraph immediately after paragraph 4.05. G:

- H. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

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

SC – 5.03

Add the following new paragraphs immediately after paragraph 5.03.B.:

- C. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to the Owner:
 - 1. Report dated October 3, 2018, prepared by SEECO Consultants, entitled "Subsurface Exploration, Laboratory Testing, Geotechnical Engineering Analysis and Evaluation for the Proposed City of Joliet Eastside Wastewater Treatment Plant Facility Phosphorus Removal Project to be located in the City of Joliet, Illinois", consisting of 33 pages. The Technical Data contained in such report upon which Contractor may rely on only the soil boring logs within said report and nothing else.

- D. The following drawings of physical conditions relating to existing surface and subsurface structures at the site (except Underground Facilities) are known to the Owner. Electronic PDFs of 17 reference drawings listed below will be uploaded on the City of Joliet's website in the form of four ZIP files entitled "13320 Joliet Eastside Reference Drawings 1 of 4", "13320 Joliet Eastside Reference Drawings 2 of 4", "13320 Joliet Eastside Reference Drawings 3 of 4", "13320 Joliet Eastside Reference Drawings 4 of 4". All of the information in such drawings constitutes "technical data" on which Contractor may rely:
1. 1954_Sewers and Water Main Extensions_DivA.pdf
 2. 1954_Sewers and Water Main Extensions_DivB.pdf
 3. 1969_Water Pollution Control Improvements.pdf
 4. 1991_Nitrification_Phase 5.pdf
 5. 1991_Treatment Plant Improvements_Phase 3.pdf
 6. 1995_Sludge Storage Facility_Phase 1.pdf
 7. 1996_Sludge Storage Facility_Phase 2.pdf
 8. 2006_Digester Improvements.pdf
 9. 2007_Sludge Pump Replacement and Tank Repairs.pdf
 10. 2011_Blower and Fine Bubble Aeration Equipment Replacement.pdf
 11. 2011_Blower and Fine Bubble Aeration Equipment_One Line Markup
 12. 2011_UV Disinfection Structure and Outfall Pipe.pdf
 13. 2014_Influent Pump Station and Screen Replacement.pdf
 14. 2015_Structure 600 Gas and Water Main.pdf
 15. 2017_Site Electrical Improvements.pdf
 16. 2017_Wet Weather Treatment Facility.pdf
 17. Electrical from Structure 170 Blower Building.pdf
- E. The report itemized in SC-5.03.C. is not part of the Contract Documents, but the "technical data" contained therein upon which Contractor may rely, as expressly identified and established above, are incorporated in the Contract Documents by reference. Contractor is not entitled to rely upon any other information and data known to or identified by Owner or Engineer.

SC – 5.04

Delete paragraph 5.04.D.3 in its entirety and replace it with the following:

18. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

Delete paragraph 5.04.D.4 in its entirety and replace it with the following:

19. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 10 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

SC – 5.05

Delete Paragraph 5.05.E.2 in its entirety and replace it with the following:

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

Delete Paragraph 5.05.E.3 in its entirety and replace it with the following:

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 10 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

SC – 5.06

Delete Paragraph 5.06.G in its entirety and replace it with the following:

- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 10 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

Delete the last sentence of paragraph 5.06.I. in its entirety and replace it with the following:

"Nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of the individual's or entity's own negligence."

Add the following new paragraphs immediately after paragraph 5.06.K.:

- J. The following reports regarding Hazardous Environmental Conditions at the Site are known to the Owner:
 1. None.
- K. The following drawings regarding Hazardous Environmental Conditions at the Site are known to the Owner:
 1. None.

ARTICLE 6 – BONDS AND INSURANCE

SC – 6.01

Add the following language at the end of paragraph 6.01.D.:

In addition, Owner will make no further progress payments under the Agreement until Contractor complies with the provisions of this paragraph.

SC – 6.02

Delete the last sentence of paragraph 6.02.B. and replace it with the following:

Surety or insurance companies shall have an A.M. Best rating of A-, VII or better.

SC – 6.03

Delete subparagraph 6.03.I.3 in its entirety and replace it with the following:

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed to reduce coverage or limits by endorsement, or renewal refused until at least 30 days prior written notice has been given to Contractor. Within three days of receipt of such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

Delete paragraph 6.03.J. in its entirety.

Immediately following paragraph 6.03.J, add the following paragraphs:

- K. Contractor's liability insurance shall contain an endorsement on the general liability policy that will provide full policy limits on a "per project" basis.
- L. The limits of liability for the insurance required by paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers Compensation and related coverages under paragraph 6.03.A.1 and A.2 of the General Conditions:

- | | |
|--|-------------|
| a. State: | \$1,000,000 |
| b. Applicable Federal
(e.g., Longshoreman's): | \$1,000,000 |
| c. Employer's Liability: | \$1,000,000 |

2. Comprehensive General Liability under paragraphs 6.03.B through 6.03.C of the General Conditions:

- | | |
|---|-------------|
| a. General Aggregate | \$5,000,000 |
| b. Medical Expenses | \$5,000,000 |
| c. Products – Completed Operations Aggregate | \$3,000,000 |
| d. Personal and Advertising Injury | \$3,000,000 |
| e. Each Occurrence (Bodily Injury and
and Property Damage) | \$2,000,000 |

3. Automobile Liability and related coverages under paragraph 6.03.D of the General Conditions:

- | | |
|---------------------|-------------|
| a. Bodily Injury: | |
| Each Person | \$2,000,000 |
| Each Accident | \$2,000,000 |
| b. Property Damage: | |
| Each Accident | \$2,000,000 |

- c. Combined Single Limit of \$3,000,000
- 4. Umbrella or Excess Liability and related coverages under paragraph 6.03.E of the General Conditions:
 - a. General Aggregate \$10,000,000
 - b. Per Occurrence \$3,000,000
 - c. Retention \$5,000
- 5. The stated limits of Paragraphs 6.03.L.1, 6.03.L.2, 6.03.L.3 can be obtained through individual policies or in conjunction with an umbrella policy (pay on behalf form) to arrive at the total limits requested.
- 6. All Additional Insureds shall be covered on a Primary and Non-Contributory Basis for all of the Coverages required herein. Certificates of Insurance In addition to those identified in the General Conditions, the following persons or entities shall be listed as Additional Insureds:
 - a. Donohue & Associates, Inc.
 - b. City of Joliet, Illinois
 - c. SEECO Consultants, Inc.
 - d. Robert E. Hamilton Consulting Engineers, Inc.

SC – 6.05

Add the following subparagraph immediately following subparagraph 6.05.A.1.:

- a. In addition to the individuals and entities specified, include as named insureds the following:
 - 1. Donohue & Associates, Inc.
 - 2. City of Joliet, Illinois
 - 3. SEECO Consultants, Inc.
 - 4. Robert E. Hamilton Consulting Engineers, Inc.

Delete Paragraph 6.05.A.12. in its entirety and replace it with the following:

- 12. include testing and Start-up.

Delete Paragraph 6.05.A.13. in its entirety and replace it with the following:

- 13. be maintained in effect until final payment.

Add the following to the list of items in Paragraph 6.05.A, as numbered items:

- 14. include for the benefit of Owner loss of profits and soft cost coverage including, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, plus attorneys' fees and engineering or other consultants' fees, if not otherwise covered;

Delete Paragraph 6.05.B. in its entirety and replace it with the following:

- A. Notice of Cancellation or Change: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this

Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 days prior written notice has been given to purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

Add the following as the last sentence to Paragraph 6.05.C.

The deductible shall not exceed \$5,000.

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

SC – 7.02

Delete Paragraph 7.02.B in its entirety and replace it with the following:

- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner’s written consent.

SC - 7.03

Add the following new paragraphs after paragraph 7.03.C.:

D. Unless otherwise indicated, design of this Project is based upon the material and equipment named first in the list of Supplier’s in a Specification section. Engineer has performed an evaluation of other listed Supplier’s material and equipment and has determined it to be equal in quality, function and performance to that of the Supplier named first. When other Suppliers are listed, Contractor may be required to make modifications or adjustments, at Contractor’s expense, to coordinate the installation of the furnished material and equipment with associated elements of Work, such as, but not limited to, piping and electrical connections, or support and mounting provisions.

E. For material or equipment listed on the Base Bid Material and Equipment Schedule, Contractor shall provide material and equipment furnished by Supplier A, B, or C as circled on the Bid Form, except Owner may select identified substitute, in lieu of circled Supplier A, B or C. Written application and supporting documentation for review of identified substitutes shall be submitted not later than 2 days after the Effective Date of the Agreement. If the Owner accepts any substitute, the substitute material and equipment shall be provided and the Contract Price will be adjusted by a Change Order executed within 30 days after the Effective Date of the Agreement, unless mutually agreed upon. The Change Order shall reflect the difference in cost between the installed price for material and equipment furnished by Supplier A, B, or C as circled on the Bid Form, and the installed cost for the substitute. If Owner selects the substitute, the procedures for submission and consideration by Engineer for determining the acceptability of substitutes are set forth in the General Conditions and Supplementary Conditions. Should the substitute not be acceptable, Contractor shall provide material and equipment furnished by Supplier A, B, or C as circled on the Bid Form for the price bid.

SC-7.04

Add the following as the last sentence to Paragraph 7.04.A.

Where the specification or description does not contain or is not followed by words reading “or equal”, other items of material or equipment or material or equipment of other suppliers may be submitted to Engineer for review under the circumstances described for “substitute” items in GC – 7.05.

SC-7.05

Add the following new subparagraph immediately after paragraph 7.05.A.3.d:

- e. The application for review of a substitute shall be on the Contractor’s Request For Substitution form provided in the Appendix of the Contract Documents and included with the submittal. The Installation List included with the Request shall include only installations of the proposed substitute in applications of approximately the same size and complexity, and the same design as those to be furnished for this Project. Include in the Installation List, as a minimum, the owner’s name, address, and telephone number; engineer’s name, address and telephone number; location and name of project; installation date, startup date, and date of final acceptance by owner; and application of material or equipment. If the experience indicated by the Installation List does not demonstrate at least 5 years of successful operation of the proposed substitute item, Owner may require Contractor and Supplier to furnish, at Contractor’s expense, a special performance guarantee with surety bond as required by paragraph 6.05.D of the General Conditions with respect to the substitute. Only the time period between final approval of the proposed material or equipment on the referenced project and the Bid date for this Project will count towards the required satisfactory experience of the proposed substitute item. Engineer will be the sole judge of acceptability of experience, time credited, and whether the special performance guarantee will be required for a substitute item. Engineer will notify Contractor which proposed substitute(s) will require a special performance guarantee with surety bond.

Add the following new subparagraph immediately after paragraph 7.05.D.:

1. If a substitute item of material or equipment proposed by Contractor is approved by Engineer, and the substitution requires a change in any of the Contract Documents to adapt the design to the proposed substitute, Contractor shall notify Engineer of the changes and be responsible for the costs involved to revise the design and to make modifications or changes to the construction, including the costs associated with the Work of other contractors due to such variance in design or space requirements. Engineer will prepare redesign and revisions to Drawings and other Contract Documents. Contractor shall reimburse Owner for charges of Engineer for redesign and revisions to Drawings and other Contract Documents. Reimbursement of Engineer shall be based on Engineer’s direct labor costs, indirect labor costs, profit on total labor, and any direct non-labor expenses such as travel and per diem.

SC – 7.08

In the last sentence of paragraph 7.08 A. delete the word “Owner” and insert the word “Contractor” in its place.

SC – 7.09

Add the following new paragraph immediately after paragraph 7.09.A.:

- B. Owner is exempt from payment of sales and compensating use taxes of the State of Illinois and of cities and counties thereof on all materials to be incorporated into the Work.
 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

SC – 7.12

Delete Paragraph 7.12.C. in its entirety.

SC – 7.15

Add the following new paragraph immediately after paragraph 7.15.A.:

- B. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, and Contractor cannot be reached, Owner may act to attempt to prevent threatened damage, injury, or loss. Owner will give Contractor and Engineer prompt written notice of such action and the cost of the correction or remedy shall be charged against Contractor. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Owner in response to such an emergency, a Work Change Directive or Change Order will be issued.

SC – 7.16

Delete Paragraph 7.16.E.3 and replace it with the following:

1. After Engineer has approved a shop drawing or sample, Engineer will not review subsequent submittals of a different manufacturer or Supplier unless Contractor provides sufficient information to Engineer that the approved material or equipment is unavailable, or time of delivery will delay the construction progress. If Contractor requests a change of a previously approved submittal item under one of the above conditions, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

ARTICLE 8 - OTHER WORK AT THE SITE

SC-8.03

Delete paragraph 8.03.A. in its entirety and insert the following paragraph as 8.03.A:

- A. If, in the course of performing other work at or adjacent to the Site for Owner, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

Delete paragraph 8.03.D. in its entirety and insert the following paragraph as 8.03.D

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out

of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, the Contractor (without involving Owner, Engineer, or construction coordinator) shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC – 10.03

Delete paragraph 10.03 in its entirety and insert the following in its place:

10.03 Project Representative

1. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
2. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
3. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
4. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
5. Liaison:
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

7. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
8. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
9. Review of Work and Rejection of Defective Work:
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
10. Inspections, Tests, and System Start-ups:
 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
11. Records:
 - a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - c. Maintain records for use in preparing Project documentation.

12. Reports:
 - a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.
13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
15. Completion:
 - a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
 - b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

SC - 10.09

Add the following new paragraph immediately after Paragraph 10.09.A.:

- B. In the event Engineer determines that Contractor's safety plans, programs, and procedures do not provide adequate protection for Engineer, Engineer may direct its employees to leave the Site or implement additional safeguards for Engineer's protection. If taken, these actions will be in furtherance of Engineer's responsibility to its own employees only, and Engineer will not assume any responsibility for protection of any other persons affected by the Work. In the event Engineer observes situations which appear to have potential for immediate and serious injury to persons, Engineer may warn the persons who appear to be affected by such situations. Such warnings, if issued, shall be given based on general humanitarian concerns, and Engineer will not, by the issuance of any such warning, assume any responsibility to issue future warnings or any general responsibility for protection of persons affected by the Work.

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

SC – 11.04

Delete paragraph 11.04.B.2. in its entirety and insert the following in its place:

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

SC – 11.05

Add the following new paragraph immediately after paragraph 11.05.B.:

- C. Time extensions provided under paragraph 4.05 of the General Conditions will only be allowed for controlling items of Work (critical path).

SC – 11.06

Amend the first sentence or paragraph 11.06.A.1 by striking out the words "30 days" and inserting the words "10 days" in their place.

SC-11.07

Delete paragraph 11.07.B in its entirety and replace with the following:

- B. If Contractor refuses to execute a Change Order that is required to be executed under the terms of the Paragraph 11.07.A.2, it shall be deemed to be of full force and effect, as if fully executed.

Add the following new paragraph immediately after subparagraph 11.07.B.:

- C. Change Orders will be prepared on the form included in the Appendix of this Project Manual.

ARTICLE 12 – CLAIMS

SC – 12.01

Amend the first sentence or paragraph 12.01.B by striking out both instances of the words “30 days” and inserting the words “10 days” in their place.

ARTICLE 13 – COST OF WORK; ALLOWANCES; UNIT PRICE WORK

SC – 13.03

Delete Paragraph 13.03.E. in its entirety and insert the following in its place:

- E. Within 30 days of Engineer’s written decision under the preceding paragraph, the unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
 - 1. if the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25% from the estimated quantity of such item indicated in the Agreement; and
 - 2. if there is no corresponding adjustment with respect to any other item of Work; and
 - 3. if Contractor believes that Contractor has incurred additional expense as a result thereof; or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

ARTICLE 14 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC – 14.05

Delete Subparagraph 14.05.C.2. in its entirety and insert the following in its place:

- 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 10 days of the determination that the Work is not defective.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC – 15.01

Amend the first sentence of subparagraph 15.01.B.1. by striking out the words “20 days” and inserting the words “30 days” in their place.

Add the following sentence to the end of subparagraph 15.01.B.1.

“Payment of all pay requests are contingent upon receipt of funds from IEPA.”

Add the following new subparagraphs immediately after paragraph 15.01.B.3.:

4. Payments requested for undelivered equipment or material specifically manufactured for this Project, excluding “off the shelf” or catalog items, will be made to Contractor for payment to the Supplier when the following conditions exist:
 - a. The equipment or material to be specifically manufactured for the Project could not be readily utilized on nor diverted to another project, and
 - b. A fabrication period of more than 6 months is anticipated.
5. Submission of a request for payment shall be accompanied by a certification furnished by the Supplier of the equipment or material that the amount of the payment claimed is in accordance with the progress of the fabrication of the equipment. The certification shall include a status report on the fabrication.
6. Payments for undelivered equipment or material meeting the requirements of subparagraph SC - 15.01.B.4. will be made in the following percentages of the Supplier’s contract price of equipment or material with Contractor.
 - a. 15% at the time the submittals, including shop drawings, product data, and operation and maintenance (O&M) data, are approved by Engineer.
 - b. 5% additional each month thereafter until not more than 60% of the above noted price has been paid.
 - c. Balance of payment, less retention, stipulated in the Agreement, upon delivery.
7. From the payment at submittal approval until delivery to the Project site, Contractor shall maintain in force multi-peril insurance to afford protection from losses that may occur to the equipment or material.
8. Submit with each pay request a partial waiver of lien for the full amount of the requested payment. Beginning with the second pay request, and with each succeeding pay request, submit partial waivers of lien for each Subcontractor and Supplier showing that the amount paid to date to each is at least equivalent to the total value of the Subcontractor’s or Supplier’s work, less retainage, included on the previous pay request. Submit with each pay request a signed Waiver of Lien Log clearly documenting the following:
 - a. The names of all Subcontractor/Suppliers on the project.
 - b. Contract amounts for each Subcontractor/Supplier.
 - c. Amount paid to date to each Subcontractor/Supplier.
 - d. Lien waivers provided with current pay application for previous month’s payments.

- e. Amount to be paid to each Subcontractor/Supplier included in the pending pay request.
- f. Remaining balance for each Subcontractor/Supplier.

Amend the first sentence of paragraph 15.01.D.1. by striking out the words "Ten days" and inserting the words "Twenty days" in their place.

Add the following new subparagraphs immediately after paragraph 15.01.D.1.:

- 2. Payments shall be made upon receipt of funds from IEPA.

SC – 15.03

Add the following new subparagraphs immediately after paragraph 15.03.A.:

- 1. Contractor's request for issuance of a Certificate of Substantial Completion shall occur after Contractor has, in the opinion of the Engineer, satisfactorily completed the systems demonstrations, and delivered all guarantees, operation and maintenance data, certificates of installation services, certificates of instructional services, a complete set of marked up Drawings as specified in Division 1, General Requirements, and other documents. Engineer will not prepare a tentative certificate of Substantial Completion until systems demonstrations are satisfactorily completed in accordance with Section 01 79 10, Systems Demonstrations, all operation and maintenance (O&M) data has been submitted and approved in accordance with Section 01 78 23, Operation and Maintenance Data, and a satisfactory set of marked up Drawings has been submitted in accordance with Section 01 78 39, Project Record Documents.

Add the following to the end of paragraph 15.03.F.

"The Contractor shall provide a listing of its property that it wishes to remove from the site and obtain Owner's approval before the property is removed. Only property approved by the Owner can be removed from the site. The Contractor shall schedule the removal of the property with the Owner, and shall obtain permission from the Owner to access the site. The Owner has the right to monitor the removal of the property."

SC – 15.06

Add the following sentence to the end of subparagraph 15.06.D.:

"Payment shall be contingent upon receipt of funds from IEPA."

Add the following new subparagraph immediately after paragraph 15.06.D.:

- 1. In addition to the liquidated damages set forth in the Agreement, Contractor shall be liable for all additional costs for Engineer's services beyond Substantial and Final Completion dates. Owner will deduct these costs from any monies due or that may become due Contractor or Surety and pay Engineer for said services.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

SC – 16.01

Amend paragraph 16.01.A. by striking out the words "30 days" in and inserting the words "ten days" in their place.

SC - 16.02

Add the following to end of paragraph 16.02.D.

“within no more than 30 days of receipt of said notice.”

SC-16.04

Amend paragraphs 16.04.A. and 16.04.B. by striking out the words “30 days” in four places and inserting the words “60 days” in their place and by striking out the words “seven days” in two places and inserting the words “ten days” in their place.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

Delete paragraph 17.01.B. in its entirety and insert the following in its place:

- B. Final Resolution of Disputes: For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. agree with the other party to submit the dispute to another dispute resolution process.
 - 2. give written notice of intent to the other party to submit the dispute to a court of competent jurisdiction, or
- C. Notwithstanding any applicable statute of limitations, a party giving notice under paragraph 17.01.B shall commence an action on the Claim within one year of giving such notice. Failure to do so shall result in the Claim being time-barred and the action or denial shall become final and binding.

Add the following sub-paragraphs to Article 17:

- 17.02 In the event the owner initiates arbitration, suit, action, or other proceedings against the CONTRACTOR for damages, the prevailing party in such suit or action shall be entitled to recover its reasonable attorney’s fees therein and in appeal therefrom.
- 17.03 In the event the CONTRACTOR initiates arbitration, suit, action, or other proceedings against the OWNER, the OWNER shall be entitled to recover its reasonable attorney’s fees and engineering defense costs, and arbitration expenses and fees, if the CONTRACTOR is not awarded, by the arbitrator or court, a dollar amount greater than 50% of the CONTRACTOR’S original claim for damages.
- 17.04 The parties hereby stipulate and consent that jurisdiction and venue be exclusively for all matters arising under this agreement in the circuit courts of the County of Will in the State of Illinois. All terms and provisions of this agreement shall be construed according to Illinois law, it being agreed by the parties that the agreement was entered into in the State of Illinois.

ARTICLE 18 – MISCELLANEOUS

SC – 18.01

Delete Paragraph 18.01.A. in its entirety and revise it to read the following:

- A. Whenever any provision of the Contract Documents requires the giving of written notice or the delivery of any Bond, Agreement, Certificate of Insurance or any other item, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

SC – 18.09

Add the following new paragraph immediately after paragraph 18.08:

18.09 Lien Waivers:

- A. Owner may at any time require Contractor to furnish lien waivers for labor and materials covered by specified Applications for Payment.

END OF SUPPLEMENTARY CONDITIONS

**OCTOBER 3, 2018
SEECO JOB NO. 12028G**

**SUBSURFACE EXPLORATION, LABORATORY TESTING, GEOTECHNICAL
ENGINEERING ANALYSIS AND EVALUATION FOR THE PROPOSED
CITY OF JOLIET EASTSIDE WASTEWATER TREATMENT PLANT PHOSPHORUS
REMOVAL PROJECT TO BE LOCATED IN THE CITY OF JOLIET, ILLINOIS**

**PREPARED FOR:
CITY OF JOLIET
150 W. JEFFERSON STREET
JOLIET, ILLINOIS 60432
ATTN: MS. ALLISON SWISHER, P.E.**

**PREPARED BY:
SEECO CONSULTANTS, INC.
7350 DUVAN DRIVE
TINLEY PARK, ILLINOIS 60477
(708) 429-1666**

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EXECUTIVE SUMMARY

On the day of September 21, 2018, four (4) soil borings (B-1 to B-4) were drilled and sampled by SEECO Consultants, Inc. for the proposed Administration Building (Structure 900) and Odor Control Structure (Structure 610) to be constructed at the existing Eastside WWTP located just south of Interstate 80 in the City of Joliet, Illinois.

In general soil borings B-1 to B-4 were drilled and sampled through approximately 10 inches to 12 inches of dark brown and brown silty clay fill with some gravel. Underlying the surficial clay fill, borings B-1 and B-2 encountered interbedded layers of dry to moist medium dense sand and gravel fill to moist medium to stiff dark brown, brown and black silty clay fill to an approximate depth of 9.5 feet below the existing grade level at each boring location respectively. Underlying the fill soils, boring B-1 encountered approximately 3 feet of hard brown and gray virgin silty clay overlying the apparent tan weathered dolomitic limestone bedrock to the termination depth of 15 feet below the existing grade level due to total split spoon sampler and hollow stem auger refusal. Underlying the above mentioned fill soils, boring B-2 encountered approximately 3 feet of dry medium dense tan and brown virgin well graded gravelly sand overlying the apparent weathered tan dolomitic limestone bedrock to the termination depth of 15 feet below the existing grade level due to total split spoon sampler and hollow stem auger refusal. Underlying the above mentioned surficial clay fill, boring B-3 encountered approximately 3 feet of medium brown and dark brown silty clay fill overlying approximately 3 feet of moist medium dense dark brown poorly graded gravel which is overlying dry medium dense to dense to medium dense tan and brown virgin well graded sand and gravel to an approximate depth of 18 feet below the existing grade level. Underlying the virgin well graded sand and gravel, boring B-3 encountered dry dense virgin gravel, broken cobble pieces, and limestone bedrock fragments to the termination depth of 20 feet below the existing ground surface level. Underlying the above mentioned surficial clay fill, boring B-4 encountered dry medium dense to very dense tan and brown virgin well graded sand and gravel to an approximate depth of 13 feet below the existing

ground surface level, which is overlying dry very dense tan and brown well graded sand and gravel with broken cobble pieces and limestone bedrock fragments to the termination depth of 16 feet below the existing grade level due to total split spoon sampler and hollow stem auger refusal.

Groundwater was not encountered to the termination depths of 15 feet to 20 feet below the existing ground surface level while drilling, sampling, and after removal of the hollow stem augers from these boreholes. The boring lithology and groundwater elevation will be explained in further detail in the body of this report.

The preliminary structural plans were not available at the time of this report (10/2/2018) and the following information provided below is referenced from the City of Joliet RFP, not dated and from an email conversation between Mr. Eric Cockerill, P.E. of Donohue Associates, Project Civil Engineer and the principal author of this report on 10/1/2018. The proposed Administration Building will be a one-story slab on grade building with an approximate building footprint area of 8,310 square feet in area. The proposed Administration Building will be load bearing exterior masonry walls supported on conventional shallow continuous wall footings and have interior stud walls. The approximate total applied Unfactored Dead Load and Live Load (DL+LL) of the load bearing exterior walls will be 4.5 KLF. The Odor Control Structure will have a series of prefabricated mechanical equipment to be placed and supported on an at grade reinforced concrete mat slab foundation that will be 60 feet long by 15 feet wide and have an approximate footprint area of 900 square feet. The unfactored or service applied bearing pressure (DL+LL) will be approximately 1,200 psf from Mr. Cockerill, P.E. of Donahue and Associates.

Based on the subsurface soil conditions encountered in borings B-3 and B-4 drilled and sampled in the location of the proposed Administration Building, it is concluded a conventional shallow foundation system can be utilized consisting of interior spread footings (if necessary) and exterior continuous wall footings. The proposed footing foundations should bear on the

moist medium dense dark brown poorly graded gravel fill to dry medium dense to dense tan and brown virgin well graded sand and gravel with broken cobble pieces at the approximate bearing depth of 4 feet below the existing grade level. The proposed footing foundations should be design for a maximum net allowable bearing capacity of 3,000 psf bearing at approximately 4 feet below the existing grade level on the soil described above. The proposed Odor Control Structure reinforced concrete mat slab foundation should bear on the moist medium dense dark brown sand, silt, and clay mixed fill to dry medium dense dark brown and brown sand and gravel fill at the approximate bearing depth of 1 foot below the existing grade level. The proposed Odor Control Structure mat slab foundation should be design for a maximum net allowable bearing capacity of 1,500 psf and designed for the vertical subgrade modulus $K_v = 54$ KCF with an allowable total settlement of 1 inch.

Details and foundation recommendations of the proposed Odor Control Structure and Administration Building along with floor slab design, and design lateral earth pressure parameters for walls below grade; and other pertinent geotech foundation recommendations are given in the body of this report.

PROJECT OVERVIEW

Introduction

This project encompasses the construction of a new Odor Control structure (Structure 610) and a new Administration Building (Structure 900) within the property of the existing Eastside WWTP in the City of Joliet, Illinois. The Eastside WWTP is located just south of Interstate I-80 in the City of Joliet, Illinois.

The purpose of this report is to describe the subsurface soil conditions encountered at the site, to evaluate the physical characteristics of the soil by means of a geotech laboratory testing program and provide geotechnical recommendations for the construction of proposed new Administration Building and new Odor Control Structure. These foundation recommendations for each structure include the maximum net design allowable soil at the design depth and the type

of foundations which may be constructed with the least possible foundation construction problems due to soil and bedrock conditions and/or prevalent groundwater conditions at this site. General construction recommendations including possible dewatering, backfill compaction requirements are also provided in this report. Detailed soil boring logs for each soil boring and a **Boring Location Plan** are included in the **Appendix** of this report.

The scope of geotechnical services also includes screening the soil samples for the presence of volatile organic vapors by using a photoionization detector (PID) in conjunction with visual and olfactory observations to determine the presence of petroleum contamination in the subsurface soils. The scope of services did not include any further environmental soil testing for CCDD disposal or preparing Phase I or Phase II Environmental Site Assessments for this site.

Authorization to commence this work was given by Ms. Allison Swisher, P.E. of the City of Joliet, through a signed SEECO Consultants, Inc.'s **Proposal and Contract** dated September 6, 2018 and a City of Joliet Purchase Order PO#18000925-00 and dated 9/20/2018.

General Site Conditions and Project Description

The City of Joliet Eastside WWTP is located just south of Interstate I-80 and west of Adler Street in Joliet, Illinois. As part of the phosphorus removal improvement project in the City of Joliet Waste Water Treatment Plants (WWTP) a new one story slab on grade Administration Building and a new Odor Control Structure is proposed to be constructed at the Eastside Waste Water Treatment Plant (WWTP).

The preliminary structural plans were not available at the time of this report (10/2/2018) and the following information about the proposed project is currently known (10/2/2018) by the authors of this report and the details are given below:

The proposed Administration Building will be a one-story slab on grade building with an approximate building footprint area of 8,310 square feet in area. The proposed Administration

Building will be load bearing exterior masonry walls supported on conventional shallow continuous wall footings and have interior stud walls. The approximate total applied Service Dead Load and Live Load (DL+LL) of the load bearing exterior walls will be 4.5 KLF. The Odor Control Structure will have a series of prefabricated mechanical equipment to be placed and supported on an at grade reinforced concrete mat slab foundation that will be 60 feet long by 15 feet wide and have an approximate footprint area of 900 square feet. The service applied bearing pressure (DL+LL) will be approximately 1,200 psf from Donahue & Associates.

The information provided above was referenced from the City of Joliet RFP, not dated and from an email conversation between Mr. Eric Cockerill, P.E. of Donohue Associates, Project Civil Engineer and the principal author of this report on 10/1/2018.

Local Site Geology

The soils in this area are the product of the result of the Wisconsin Stage of the Continental Glacier. The Wisconsin Glacier was the last to cover the North American Continent, receding from this area some 13,500 years ago. Present land forms in this area are the results of the Wisconsin glaciation action during the Pleistocene Epoch. The soils were formed from the natural deposition erosion and weathering processes that have prevailed to the present time. The Pre-Wisconsinan glacial deposits are found only in deep bedrock valleys and ravines where they were sheltered from the erosive action of the Wisconsin Glacier.

The project site is generally located in an area indicated on the Illinois State Geological Survey No. 460, Plate 1 (Surficial Geology of the Chicago Region) compiled by H.B. Wilman and Jerry A. Lineback dated 1970. The project site location indicated on the geological map referenced above shows the surficial geological formation to be Joliet Limestone Bedrock Formation of the Niagaran Series of the Silurian Age which is described as largely shaley dolomite limestone bedrock slightly to moderately argillaceous. However, underlying the surficial clay fill, outwash material (sand and gravel) apart of the Mackinaw Member of the Henry Formation is present

overlying the dolomitic limestone bedrock deposit. The soils and limestone bedrock encountered at this project site does not confirm the site surficial geology due to the deep urban clay fill and river outwash material (sand and gravel) as shown on the *Illinois State Geological Survey No. 460, Plate One (Surficial Geology of the Chicago Region)* compiled by H.B. Willman and Jerry A. Lineback dated 1970.

GEOTECHNICAL ANALYSIS AND RESULTS

Subsurface Site Exploration Procedure

On September 21, 2018, four (4) soil borings (B-1 to B-4) were drilled and sampled at the above-referenced project site by SEECO Consultants, Inc.'s drilling personnel (two man crew) with a truck mounted Diedrich drill rig, model D-50. The soil borings were performed at the approximate locations indicated on the **Boring Location Plan** given in the **Appendix** of this report. The desired locations of the borings and the boring depths were provided by Ms. Allison Swisher, P.E. of the City of Joliet. The borings were laid out in the field by a representative from SEECO Consultants Inc.

Four (4) soil borings (B-1 to B-4) was drilled and sampled utilizing a truck mounted Diedrich drill rig, model D-50 with a two-man drill crew from SEECO Consultants, Inc. This drill rig advances the boreholes by the hollow stem auger method. The soil samples were obtained utilizing a split spoon sampler in accordance with ASTM-D 1586-08a. In the split barrel sampling procedure, a split spoon sampler having a two-inch outside diameter and inside diameter of 1-3/8 inches and a length of two feet is driven into the soil. This sampler is advanced by driving with a 140 pound weight falling freely from a height of 30 inches with Standard Penetration Resistance being recorded as the number of blows required to advance the sampling spoon a distance of 12 inches after an initial driving of six inches has been used to seat the sampler. The Standard Penetration Resistance or the "N" value is a measure of the consistency of cohesive soils and relative density of primarily cohesionless soils and is in general related to the bearing capacity of the material. Other factors are usually taken into consideration in determining the bearing

capacity value and those include the type of soil, the type of loading, the dimensions and the depths of footings below the ground surface and the proximity of the groundwater table to the base of the footings. Portions of the split spoon samples were placed in glass containers with screw-type lids and taken to our geotech laboratory for further examination and testing.

Environmental Laboratory Testing Program

A geoenvironmental engineer from SEECO Consultants, Inc. environmentally screened the soil samples using photoionization device (PID) readings in the SEECO Consultants geotech laboratory utilizing a Mini RAE 3000 PID 11.8 (eV) lamp in conjunction with visual and olfactory observations to determine the presence of petroleum contamination in the subsurface soils. The OVM PID readings on the soil samples obtained for this exploration are given on the **Boring Logs** in the **Appendix** of this report. The visual and olfactory observations indicate no organic, sewage and/or petroleum odors were present in the soil samples taken. Based on the PID readings and visual and olfactory observations, it is determined that the soil samples are not contaminated at the location of these boreholes. The scope of services did not include any further environmental soil testing or analysis.

Geotech Laboratory Testing Program

The geotech laboratory testing program consists of performing in-situ natural moisture content, unconfined compressive strength of cohesive soil samples based on the calibrated penetrometer readings and visual classification of all soil samples.

In-situ moisture content or natural water content is determined in the geotech laboratory as follows (ASTM D 2216-11). A portion of each sample, consisting of an one-inch piece is weighed, oven dried at $110^{\circ}\pm 5^{\circ}\text{C}$, and reweighed to obtain the weight of water in the sample. The moisture content is the ratio of the weight of water in the soil sample to the weight of the dry soil expressed as a percentage of the total dry weight of the soil sample. Unconfined

compressive strength tests based on the calibrated penetrometer readings were obtained on all cohesive soil samples.

After completion of the geotech laboratory testing program, each soil sample was visually classified on the basis of texture and plasticity in accordance with the Unified Soil Classification System (ASTM D 2487-17 and D 2488-17). The estimated group symbol according to this system is included following the description of the soil on the boring logs.

All the laboratory test data are noted on the **Boring Logs** given in the **Appendix** of this report.

Site Soil Conditions

Soil boring B-1 was drilled and sampled through approximately 10 inches of dark brown and brown clay fill overlying dry medium dense dark brown and brown sand and gravel fill to an approximate depth of 7 feet below the existing grade level. Underlying the sand and gravel fill, boring B-1 encountered approximately 2.5 feet of medium dark brown and black silty clay fill overlying hard brown and gray virgin silty clay to an approximate depth of 12.5 feet below the existing grade level. Underlying the virgin silty clay, boring B-1 encountered the apparent tan weathered dolomitic limestone bedrock to the termination depth of 15 feet below the existing ground surface level due to total split spoon sampler and hollow stem auger refusal.

Soil boring B-2 was drilled and sampled through approximately 12 inches of dark brown and trace brown clay overlying approximately 3 feet of moist medium dense dark brown sand, silt, and clay mixed fill, which is overlying medium dark brown and trace brown sand and gravel fill to an approximate depth of 7 feet below the existing ground surface level. Underlying the clay and gravel fill, boring B-2 encountered approximately 2.5 feet of stiff dark brown silty clay fill overlying approximately 3 feet of dry medium dense tan and brown virgin well graded gravelly sand, which is overlying the apparent tan weathered dolomitic limestone bedrock to the

termination depth of 15 feet below the existing ground surface level due to total split spoon sampler and hollow stem auger refusal.

Soil boring B-3 was drilled and sampled through approximately 12 inches of dark brown and brown clay fill overlying approximately 3 feet of medium brown and some dark brown silty clay fill overlying moist medium dense dark brown poorly graded gravel fill to an approximate depth of 7 feet below the existing ground surface level. Underlying the gravel fill, boring B-3 encountered dry medium dense to dense to medium dense tan and brown virgin well graded sand and gravel to an approximate depth of 18 feet below the existing grade level, which is overlying dry dense tan gravel with broken cobble pieces and dolomitic limestone bedrock to the termination depth of 20 feet below the existing ground surface.

Soil boring B-4 was drilled and sampled through approximately 12 inches of dark brown and brown clay fill overlying dry medium dense to dense to very dense tan and brown virgin well graded sand and gravel with broken cobble pieces to an approximate depth of 16 feet below the existing ground surface level due to total split spoon sampler and hollow stem auger refusal. Limestone bedrock fragments were also encountered within the virgin sand and gravel at approximately 14 feet to 15 feet below the existing ground surface level.

It is recommended that the **Boring Logs** given in the **Appendix** of this report should be studied for exact soil conditions at each boring location.

Site Groundwater Conditions

Groundwater was not encountered in all four (4) soil borings (B-1 to B-4) while drilling, while sampling, and after removal of the hollow stem augers from the borehole locations respectively to the termination depths of 15 feet to 20 feet below the existing ground surface level on 9/21/18 at the site. However, yearly and seasonal fluctuations in the groundwater levels are possible due to changes in hydrogeological conditions at this site over time.

GEOTECHNICAL ENGINEERING RECOMMENDATIONS

Site Preparation

For the site preparation of the proposed Administration Building and Odor Control Structure, it is recommended to completely strip the existing dark brown and brown clay fill clean, approximately 12 inches thick, from both structures footprint areas plus a 10 foot offset from the structure perimeter. Upon removal of the 12 inches of surficial clay fill as mentioned above and grading to the final subgrade elevation in the proposed Administration Building area and Odor Control Structure Area and including any proposed parking lot areas, these areas should be proofrolled by using a rubber tire truck or tractor-trailer combination loaded with 20 tons of payload. Upon proofrolling, if any of the soil in the Administration Building footprint and/or Odor Control Structure footprint and/or proposed parking lot areas are found to be pumping or excessive rutting is observed, then all the loose or soft material should be removed and replaced with compacted granular fill to the proposed bottom of granular drainage fill in the floor slab area. The select granular fill material should be placed in maximum 6 inch loose lifts with each lift compacted to a minimum of 95% (in the proposed building area) of the maximum dry density in accordance with ASTM D 1557-12 (Modified Proctor Test). Select engineered fill generally consists of granular material (CA-6, Type B) crushed stone.

The earthwork and the subgrade preparation compactive effort shall be performed as specified in **Table No. 1** as follows:

Table No. 1: Summary of Density Requirements

Area	Density Requirements
Buildings/Structure Areas	95% Maximum Density*
Pavement Areas	90% Maximum Density*
Open Areas (Grass Areas)	85% Maximum Density*

*In accordance with ASTM Number D 1557-12.

Foundation Recommendations

Administration Building

Based on the subsurface soil conditions encountered in borings B-3 and B-4 drilled and sampled in the location of the proposed Administration Building, it is concluded a conventional shallow foundation system can be utilized consisting of interior spread footings (if necessary) and exterior continuous wall footings. The proposed footing foundations should bear on the moist medium dense dark brown poorly graded gravel fill to dry medium dense to dense tan and brown virgin well graded sand and gravel with broken cobble pieces at the approximate bearing depth of 4 feet below the existing grade level. The proposed footing foundations should be design for a maximum net allowable bearing capacity of 3,000 psf bearing at approximately 4 feet below the existing grade level on the soil described above. The net allowable bearing capacity refers to that pressure which may be transmitted to the foundation soils in excess of the final minimum vertical effective stress at the level of the foundation bottom. The proposed Administration Building continuous wall footings should have a differential settlement less than 0.5 inches and a total settlement of less than 1 inch. The Administration Building foundation should have a minimum of 3.5 feet of frost cover below finished outside grade elevations.

Odor Control Structure

Based on the subsurface soil conditions encountered in borings B-1 and B-2 drilled and sampled in the location of the proposed Odor Control Structure, it is concluded a reinforced concrete mat slab foundation system can be utilized to support the proposed Odor Control Structure at approximately existing grade level with a 6 inch CA-6, Type B granular base material layer. The proposed Odor Control Structure mat slab foundation should bear on the moist medium dense dark brown sand, silt, and clay mixed fill to dry medium dense dark brown and brown sand and gravel fill at the approximate bearing depth of 1 foot below the existing grade level. The proposed Odor Control Structure mat slab foundation should be design for a maximum net allowable bearing capacity of 1,500 psf and designed for vertical subgrade modulus $K_v = 54$ KCF with an allowable total settlement of 1 inch. The maximum net allowable bearing capacity refers to that pressure which may be transmitted to the foundation soils in excess of the final minimum vertical effective stress at the level of the foundation bottom. The

Odor Control Structure mat slab foundation should have a minimum of 3.5 feet of frost cover below finished outside grade elevations utilizing a turn-down frost walls at the mat slab perimeter. It is also recommended a minimum of six (6) inches of granular drainage fill (CA-6 gradation) per 2016 IDOT Standard Specifications should be placed and compacted to a minimum 90% of maximum density in accordance with ASTM D 1557-12 under the reinforced concrete mat foundation. A sheet of visqueen, a capillary water barrier (6 mil thick), positioned on the top of the granular fill should be placed before the concrete mat slab foundation is poured.

Administration Building Floor Slab Design

For the construction of the concrete floor slab for the proposed Administration Building the following is recommended. After the Administration Building area has been prepared as mentioned in the **Site Preparation** paragraph a minimum four (4) inches of granular drainage fill (CA-6 gradation) per IDOT Standard Specifications, 2016 edition should be placed and compacted to a minimum 90% of maximum density in accordance with ASTM D 1557-12. A sheet of visqueen, a capillary water barrier (6 mil thick), positioned on the top of the granular fill should be placed before the concrete floor is poured. The proposed concrete floor slab for the proposed Administration Building should be designed for an average vertical subgrade modulus of 110 pci based on the PCA methodology for concrete slabs on grade design.

Site Classification for Seismic Design

The Site Classification according to IBC 2003 for the proposed Eastside WWTP Phosphorous Removal project in Joliet, Illinois is provided in this section. The soil is classified per table 1615.1.1 "Site Class Definitions" per the 2003 edition of the *International Building Code* for the average properties on the top 100 feet of subsurface materials. The soil borings were drilled and sampled to a termination/refusal depths of 15 feet to 20 feet below existing surface ground level indicate the presence of medium to stiff silty clay fill overlying sand and gravel soils, overlying dolomitic limestone bedrock. Based on the average soil conditions of this site and based on the

bedrock depth encountered, the Site Class definition is Class 'B' for Rock type per the IBC 2003. Code

Design Lateral Earth Pressure Parameters

For general below grade wall structure lateral earth pressure design on the project site the following parameters can be used:

All recessed foundation walls for the proposed structures should be designed to resist the lateral earth pressure plus any surcharge (q) loads (surcharge loads are horizontal pressures due to vertical surcharge on the backfill behind each wall). Imported granular fill should be used as backfill material within at rest, active, and passive wedges behind each proposed recessed foundation walls for each structure, it should be compacted in thin (eight-inch) loose lifts to a minimum of 90% Modified Proctor density per ASTM D 1557-12 and the following design earth pressure parameters may be used for the foundation walls. A typical granular fill consists of CA-6, Type B crushed stone per the State of Illinois "Standard Specifications for Road and Bridge Construction," 2016 Edition.

The equation for computation of the at rest (k_o) or active (k_a) or passive (k_p) lateral earth pressure (p) is given below:

$$(p) = (k_o \text{ or } k_a \text{ or } k_p) \times ((Y \times h) + q)$$

where:

- p = at rest (k_o) or active (k_a) or passive (k_p) lateral earth pressure [psf]/ft
- k_o = at rest lateral earth pressure coefficient
- k_a = active lateral earth pressure coefficient
- k_p = passive at rest lateral earth pressure coefficient
- Y = unit weight of backfill [pcf]
- h = depth of backfill [ft]
- q = vertical pressure due to vertical surcharge on backfill [psf]

For imported granular backfill (compacted to 90% per ASTM D 1557-12) (CA-6, Type B crushed stone):

k_o (at rest) = 0.42

k_a (active) = 0.27

k_p (passive) = 3.7

γ = 135 pcf

Below is a summary of equivalent fluid pressures for at rest, active and passive drained and undrained conditions **Table No. 2**:

Table No. 2 - Lateral Earth Pressure Design Parameters

Equivalent Fluid Pressure (psf/ft)						
Backfill Type	At Rest		Active		Passive	
	Drained	Undrained	Drained	Undrained	Drained	Undrained
Granular	57	93	36	82	499	331

Potential Construction Problems

Groundwater

When considering the depth to the true groundwater table in relation to the proposed average bottom of footing excavation depth for the proposed Administration Building and/or Odor Control Structure, it is thought that groundwater problems should not arise since groundwater was not encountered in the soil boring to depths of 15 feet to 20 feet below the existing ground surface level. For the foundation excavations of the Administration Building and Odor Control Structure, it is recommended that any water, if encountered, should be completely removed from the bottom of all footings before placement of concrete for the footings. During the rainy seasons and under normal conditions, surface run-off water that may accumulate overnight or momentarily in foundation excavations can be removed by means of standard perimeter ditch, sump and pump procedures. Care should be exercised to remove all water as well as any

loosened or disturbed materials from the base of all foundations immediately prior to the placing of concrete.

Excavations

The excavations that extend greater than five feet in depth should be designed in accordance with U.S. Department of Labor, Occupational Safety and Health Administration 1989 (OSHA) "Occupational Safety and Health Standards - Excavations; Final Rule" 29 CFR, Part 1926, Subpart P. Temporary open excavations in clayey soils overlying granular soils (Type B soils) as encountered at this site should be made with side slopes of 1H:1V for excavation depth greater than 4 feet and less than 12 feet. Excavation safety is the responsibility of the excavation subcontractor. The general contractor and excavation subcontractor are responsible for the means and methods of safe construction excavation per the current OSHA regulations referenced above. Stockpiles of materials or construction equipment should not be placed near the edge of excavation slopes per OSHA regulations.

Construction Consultation Engineering

A field Geotechnical Engineer from SEECO Construction Services, Inc. should be present during the topsoil stripping, proofrolling, and excavation operations for the proposed Administration Building and Odor Control Structure foundations respectively for compliance with the specifications and construction plans.

SEECO recommends that the net allowable bearing capacity of each structure be confirmed in the field by a Field Geotechnical Engineer from SEECO Construction Services, Inc. at the time of construction. Field density tests to determine the degree of compaction of the backfill materials and as well as the granular fill underneath the mat slab and building floor slab should be performed by a Field Engineering Technician or Field Geotechnical Engineer from SEECO Construction Services, Inc.

Closing Remarks

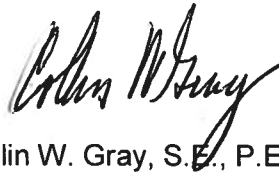
We trust this report and the information contained herein is sufficient for your present requirements. We have welcomed the opportunity to be of service to you on this project. If there are any questions regarding this report, please contact us at your convenience.

Respectfully submitted,

SEECO Consultants, Inc.



Matthew J. Boladz, P.E.
Geotechnical Staff Engineer



Collin W. Gray, S.E., P.E.
President

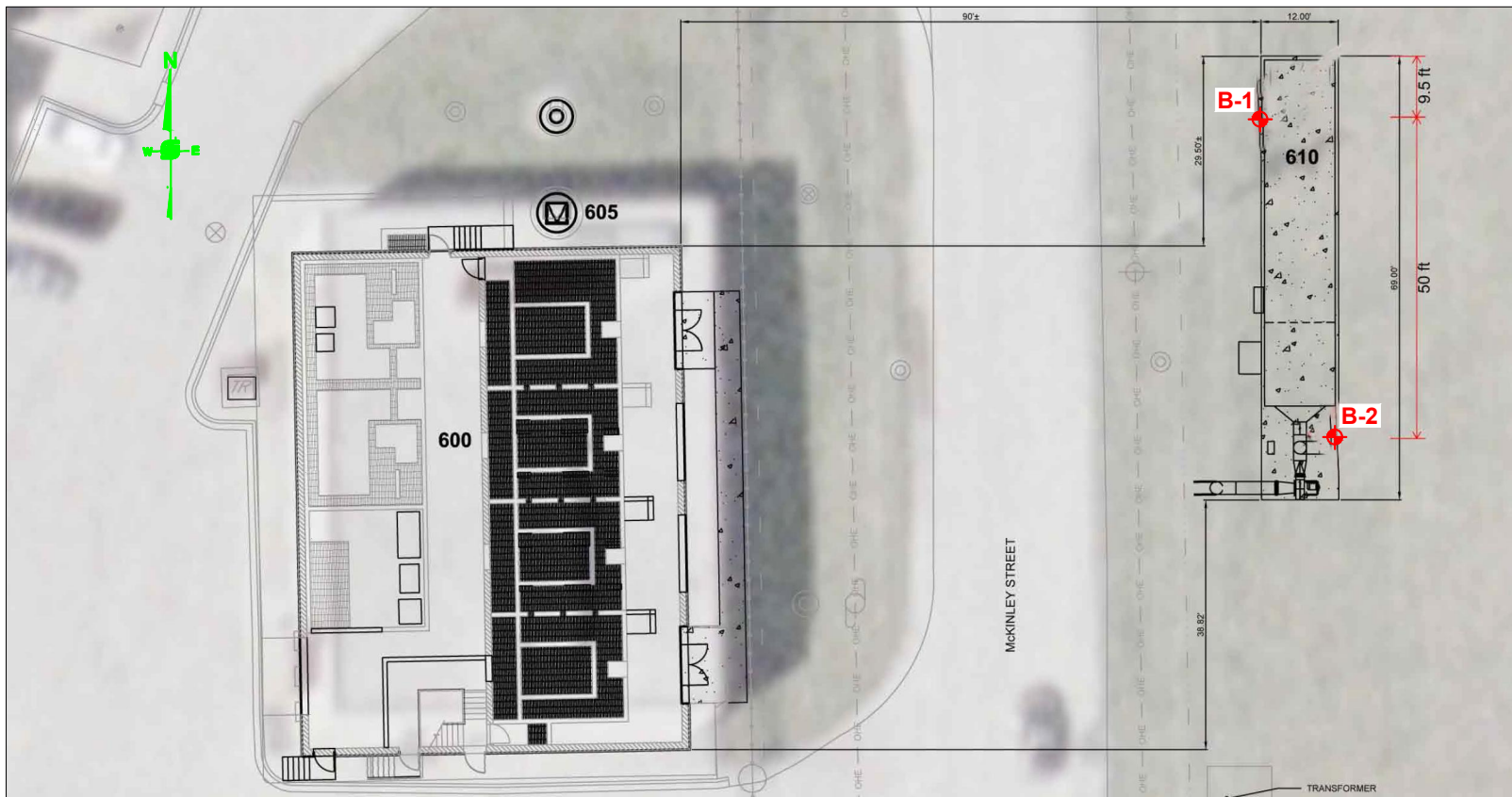
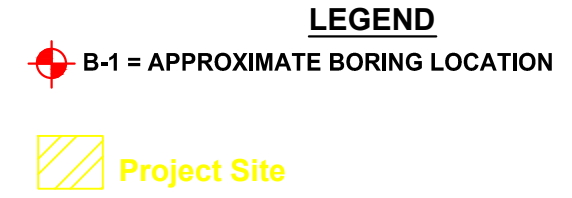
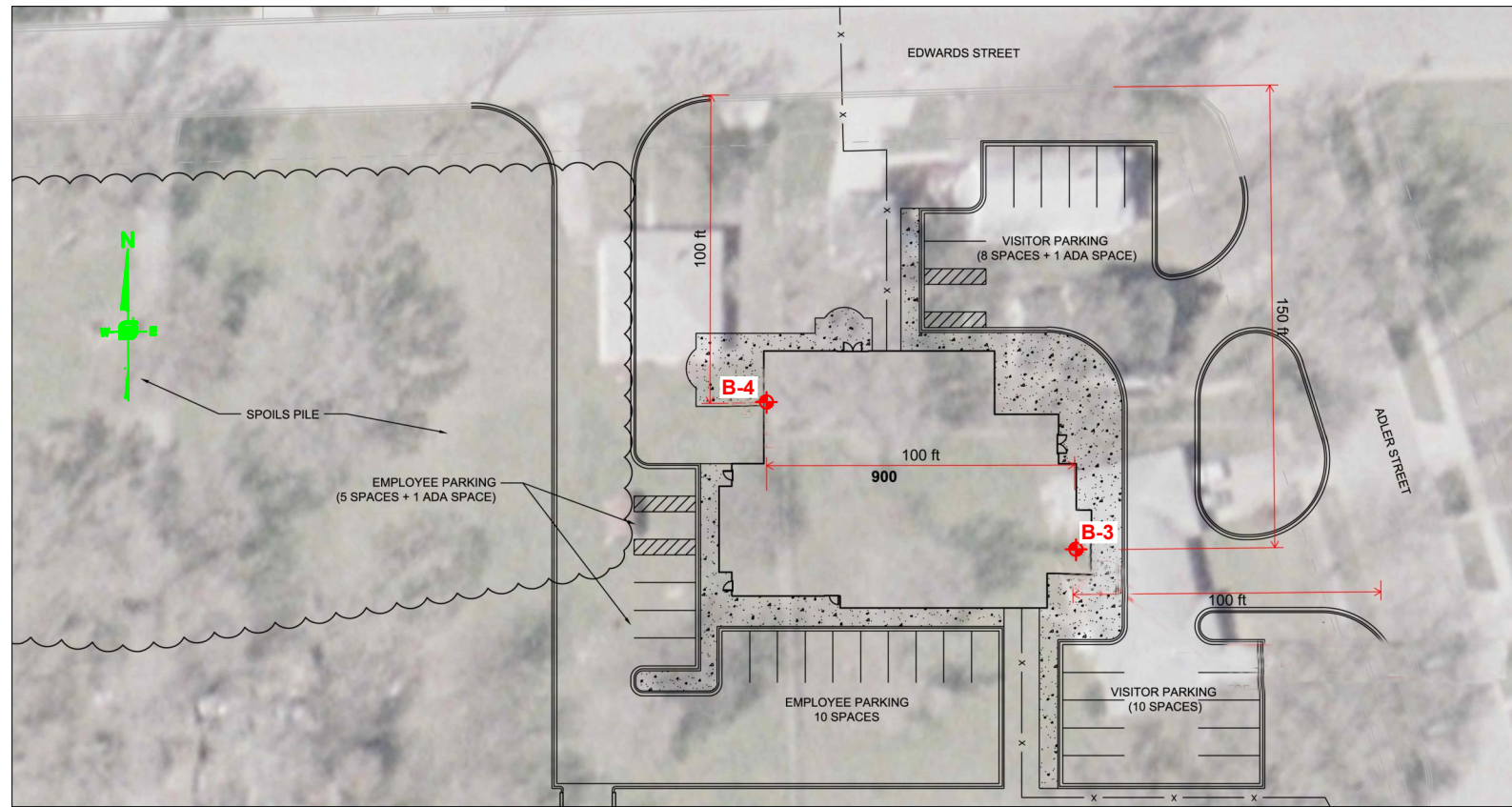
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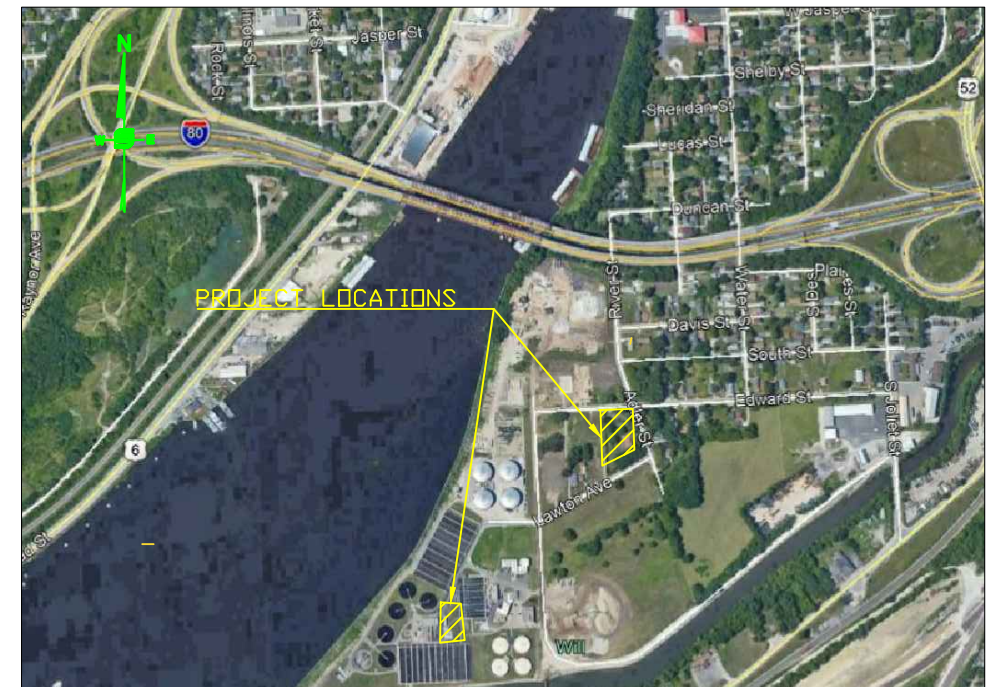
APPENDIX

1. **BORING LOCATION PLAN**
2. **GENERAL NOTES**
3. **BORING LOGS**
4. **UNIFIED SOIL CLASSIFICATION SYSTEM**
5. **GENERAL REMARKS**

APPENDIX 1



VICINITY MAP
SCALE: NONE



NO.	DATE	REVISIONS	BY	DRAWN BY	CLIENT	PROJECT NAME & LOCATION	DATE	SHEET
				MB	City of Joliet	Proposed Eastside WWTP Phosphorus Removal Project Eastside WWTP, Joliet, IL	9/25/2018	1 OF 1
				MB			NONE	
				CWG			12028G	

SEECO Consultants, Inc.
7350 Duval Drive, Tinley Park, Illinois 60477
OFFICE: (708) 429-1666 FAX: (708) 429-1689

BORING LOCATION PLAN

APPENDIX 2

DRILLING AND SAMPLING SYMBOLS

SS	SPLIT SPOON	1-3/8" I.D. x 2" O.D. (EXCEPT WHERE NOTED)
2T	THINWALL TUBE SAMPLER	2" O.D. x 1-7/8" I.D.
3T	THINWALL TUBE SAMPLER	3" O.D. x 2-7/8" I.D.
3P	PISTON SAMPLER	3" O.D. THINWALL TUBE
FA	CONTINUOUS FLIGHT AUGER	4" O.D.
HS	HOLLOW STEM AUGER	6-3/4" O.D. x 3-1/4" I.D.
HA	HAND AUGER	
RB	ROLLER ROCK BIT	
FT	FISHTAIL BIT	
DB	DIAMOND BIT	
AX	ROCK CORE	1-3/16" DIAMETER
BX	ROCK CORE	1-5/8" DIAMETER
NX	ROCK CORE	2-1/8" DIAMETER
AS	AUGER SAMPLE	
WS	WASH SAMPLE	
CA	COMBINED ANALYSIS	
SA	SIEVE ANALYSIS	

Standard "N" Penetration: Blows per foot of a 140 pound hammer falling 30 inches on a two inch O.D. split spoon, except where noted.

WATER LEVEL MEASUREMENT SYMBOLS

<u>▼</u>	WATER LEVEL OBSERVATION	WD	WHILE DRILLING
WCI	WET CAVE-IN	BCR	BEFORE CASING REMOVAL
DCI	DRY CAVE-IN	ACR	AFTER CASING REMOVAL
WS	WHILE SAMPLING	AB	AFTER BORING

Water levels indicated on the boring logs are the levels measured in the boring at the times indicated. In pervious soils, the indicated elevations are considered reliable groundwater levels. In impervious soils, the accurate determination of groundwater elevations are not possible in even several days observation, and additional evidence on groundwater elevations must be sought.

SOIL IDENTIFICATION TERMINOLOGY

COHESIONLESS SOILS

<u>COMPONENT</u>	<u>SIZE RANGE</u>	<u>DESCRIPTIVE TERM</u>	<u>PERCENT OF WEIGHT</u>
BOULDERS	OVER 8"	TRACE	0 – 10
COBBLES	8" TO 3"	LITTLE	10 – 20
GRAVEL	3" TO #4 SIEVE (4.75 mm)	SOME	20 – 35
SAND	#4 TO #200 SIEVE (0.074 mm)	AND	35 – 50
SILT	PASSING #200 SIEVE (0.074 mm)		

SOIL IDENTIFICATION TERMINOLOGY (Cont'd)

COHESIVE SOILS

<u>DESCRIPTIVE TERM</u>	<u>PLASTICITY INDEX</u>
CLAYEY SILT OR ORGANIC CLAYEY SILT	4 – 7
SILTY CLAY OR ORGANIC SILTY CLAY	8 – 30
CLAY OR ORGANIC CLAY	> 30

INTERMEDIATE SOILS

<u>DESCRIPTIVE TERM</u>	<u>PLASTICITY INDEX</u>
SILT	0 – 3

Unconfined compression tests are generally not applicable for intermediate soils.

CONSISTENCY OF COHESIVE SOILS

RELATIVE DENSITY OF GRANULAR SOILS

1-3/8" I.D. x 2" O.D. with 140 pound hammer falling 30"

<u>UNCONFINED COMP. STRENGTH, Qu, TSF</u>	<u>CONSISTENCY</u>	<u>N – BLOWS/FT.</u>	<u>RELATIVE DENSITY</u>
<0.25	VERY SOFT	0 – 3	VERY LOOSE
0.25 - 0.49	SOFT	4 – 9	LOOSE
0.50 - 1.00	MEDIUM	10 – 29	MEDIUM DENSE
1.01 - 1.99	STIFF	30 – 49	DENSE
2.00 - 3.99	VERY STIFF	50 – 80	VERY DENSE
4.00 - 8.00	HARD	>80	EXTREMELY DENSE
>8.00	VERY HARD		

CONSISTENCY OF COHESIVE SOILS

<u>N – BLOWS/FT.</u>	<u>RELATIVE DENSITY</u>
0 – 2	VERY SOFT
2 – 4	SOFT
4 – 8	MEDIUM
8 – 15	STIFF
15 – 30	VERY STIFF
>30	HARD

APPENDIX 3

BORING LOG

CLIENT City of Joliet	PROJECT Proposed Eastside WWTP Phosphorus Removal Project
ENGINEER Donohue Associates	LOCATION Eastside WWTP, Joliet, IL

DEPTH ELEVATION	SAMPLE NO.	SAMPLER TYPE	SAMPLE REC. (%)	SOIL GRAPHIC LOG	BORING NUMBER B-1		Unconfined Compressive Strength, Tons/Ft. ²					REMARKS
					SURFACE ELEVATION (M.S.L.)	OFFSET from CL	1	2	3	4	5	
					STATION							
					DESCRIPTION OF MATERIALS (LABORATORY CLASSIFICATION)							
2.5	1	SS	67		10" FILL: CLAY, Dark Brown and Some Brown, Trace Gravel							
					FILL: SAND AND GRAVEL, Dark Brown and Brown, Little Fines, Medium Dense, Dry	0						
5.0	2	SS	46		FILL: SAND AND GRAVEL, Dark Brown and Brown, Some Clay and Silt, Medium Dense, Dry	0						
					FILL: SILTY CLAY, Dark Brown and Black, Trace Brown, Trace Sand and Gravel, Medium, Moist	0						
7.5	3	SS	58									
					(CL)							
10.0	4	SS	50		SILTY CLAY, Brown and Gray, Trace Sand, Hard, Moist	0						
					(CL)							
12.5	5	SS	38		APPARENT DOLOMITIC LIMESTONE BEDROCK, Tan, Weathered Fragments	0						
						0						
15.0	6	SS	0		End of Boring @ 15.0 Feet.	0						
					Note:							
17.5					1) All the soil samples were screened with a MiniRae 3000 OVM photo-ionization device (PID) and utilizing olfactory senses and no petroleum odors were observed in this boring with all PID readings 0.0 PPM.							
20.0					2) Total split spoon sampler refusal was encountered at approximately 13.67 feet and again at approximately 15 feet below the existing ground surface level and total hollow stem auger refusal was encountered at approximately 15 feet below the existing ground surface level.							
22.5					3) The apparent top of weathered bedrock is approximately 12.5 feet below the existing grade level and the apparent top of solid bedrock is approximately 15 feet below the existing grade level.							

☉ Calibrated Penetrometer Unconfined Compression

Water Level Observations			SEECO Consultants, Inc. 7350 Duvan Drive, Tinley Park, IL 60477			Boring Started 9/21/18	
W.L.	DRY WS/WD	DRY ACR				Boring Completed 9/21/18	
W.L.						Driller EN	Rig D-50
W.L.			Approved CWG	Job No. 12028G	Drawn By MB	Sheet 1 of 1	

BORING LOG

CLIENT City of Joliet	PROJECT Proposed Eastside WWTP Phosphorus Removal Project
ENGINEER Donohue Associates	LOCATION Eastside WWTP, Joliet, IL

DEPTH ELEVATION	SAMPLE NO.	SAMPLER TYPE	SAMPLE REC. (%)	SOIL GRAPHIC LOG	BORING NUMBER B-3		Unconfined Compressive Strength, Tons/Ft. ²					REMARKS
					SURFACE ELEVATION (M.S.L.)		1 2 3 4 5					
					STATION	OFFSET from CL	PL MC LL					
					DESCRIPTION OF MATERIALS (LABORATORY CLASSIFICATION)		STD "N" PENETRATION BLOWS PER FT.					
				10 20 30 40 50								
		HS			12" FILL: CLAY, Dark Brown and Brown, Trace Gravel							
2.5	1	SS	42		FILL: SILTY CLAY, Brown and Some Dark Brown, Trace Sand, Medium, Moist (CL)		0	⊗				
		HS										
5.0	2	SS	58		FILL: POORLY GRADED GRAVEL, Dark Brown, Little Sand, Little Clay, Medium Dense, Moist (GP)		0	⊗	⊗			
		HS										
7.5	3	SS	50		WELL GRADED SAND AND GRAVEL, Tan and Brown, Medium Dense to Dense to Medium Dense, Dry (SW-GW)		0	⊗		⊗		
		HS										
10.0	4	SS	33				0	⊗			⊗	
		HS										
12.5	5	SS	71				0	⊗		⊗		
		HS										
15.0												
17.5												
20.0	6	SS	54		GRAVEL, BROKEN COBBLES PIECES, AND DOLOMITIC LIMESTONE BEDROCK FRAGMENTS, Tan, Little Sand, Dense, Dry		0	⊗			⊗	
					End of Boring @ 20.0 Feet.							
22.5					Note: 1) All the soil samples were screened with a MiniRae 3000 OVM photo-ionization device (PID) and utilizing olfactory senses and no petroleum odors were observed in this boring with all PID readings 0.0 PPM.							

⊗ Calibrated Penetrometer Unconfined Compression

Water Level Observations			SEECO Consultants, Inc. 7350 Duvan Drive, Tinley Park, IL 60477			Boring Started 9/21/18	
W.L.						Boring Completed 9/21/18	
W.L.	DRY WS/WD	DRY ACR				Driller EN	Rig D-50
W.L.			Approved CWG	Job No. 12028G	Drawn By MB	Sheet 1 of 1	

BORING LOG

CLIENT City of Joliet	PROJECT Proposed Eastside WWTP Phosphorus Removal Project
ENGINEER Donohue Associates	LOCATION Eastside WWTP, Joliet, IL

DEPTH ELEVATION	SAMPLE NO.	SAMPLER TYPE	SAMPLE REC. (%)	SOIL GRAPHIC LOG	BORING NUMBER B-4		Unconfined Compressive Strength, Tons/Ft. ²					REMARKS																				
					SURFACE ELEVATION (M.S.L.)		<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; text-align: center;">1</td> <td style="width: 20%; text-align: center;">2</td> <td style="width: 20%; text-align: center;">3</td> <td style="width: 20%; text-align: center;">4</td> <td style="width: 20%; text-align: center;">5</td> </tr> <tr> <td style="text-align: center;">PL</td> <td></td> <td style="text-align: center;">MC</td> <td></td> <td style="text-align: center;">LL</td> </tr> <tr> <td colspan="5" style="text-align: center;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; text-align: center;">10</td> <td style="width: 20%; text-align: center;">20</td> <td style="width: 20%; text-align: center;">30</td> <td style="width: 20%; text-align: center;">40</td> <td style="width: 20%; text-align: center;">50</td> </tr> </table> </td> </tr> </table>						1	2	3	4	5	PL		MC		LL	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; text-align: center;">10</td> <td style="width: 20%; text-align: center;">20</td> <td style="width: 20%; text-align: center;">30</td> <td style="width: 20%; text-align: center;">40</td> <td style="width: 20%; text-align: center;">50</td> </tr> </table>					10	20	30	40	50
					1	2	3	4	5																							
					PL		MC		LL																							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; text-align: center;">10</td> <td style="width: 20%; text-align: center;">20</td> <td style="width: 20%; text-align: center;">30</td> <td style="width: 20%; text-align: center;">40</td> <td style="width: 20%; text-align: center;">50</td> </tr> </table>					10	20	30	40	50																							
10	20	30	40	50																												
STATION		OFFSET from CL		STD "N" PENETRATION BLOWS PER FT.																												
DESCRIPTION OF MATERIALS (LABORATORY CLASSIFICATION)																																
		HS			12" FILL: CLAY, Dark Brown and Brown, Trace Gravel																											
2.5	1	SS	67		WELL GRADED SAND AND GRAVEL, Tan and Brown, Some Broken Cobble Pieces, Medium Dense to Dense to Very Dense, Dry (SW-GW)		0	X	⊗																							
		HS																														
5.0	2	SS	33				0	X	⊗																							
		HS																														
7.5	3	SS	42				0	X	⊗																							
		HS																														
10.0	4	SS	29				0	X	⊗																							
		HS																														
12.5	5	SS	38		WELL GRADED SAND AND GRAVEL, Tan and Brown, Broken Cobble Pieces, Limestone Bedrock Fragments, Very Dense, Dry (at 14'-15' Limestone Bedrock Fragments)		0	X	⊗																							
		HS																														
15.0	6	SS	0		End of Boring @ 16.0 Feet.																											
17.5					Note: 1) All the soil samples were screened with a MiniRae 3000 OVM photo-ionization device (PID) and utilizing olfactory senses and no petroleum odors were observed in this boring with all PID readings 0.0 PPM. 2) Total split spoon sampler refusal was encountered at approximately 16 feet below the existing ground surface level and total hollow stem auger refusal was encountered at approximately 16 feet below the existing ground surface level.								⊗ SPT N = 50 BLOWS/0" REFUSAL																			

⊗ Calibrated Penetrometer Unconfined Compression

Water Level Observations			SEECO Consultants, Inc. 7350 Duvan Drive, Tinley Park, IL 60477			Boring Started 9/21/18	
W.L.						Boring Completed 9/21/18	
W.L.	DRY WS/WD	DRY ACR				Driller EN	Rig D-50
W.L.			Approved CWG	Job No. 12028G	Drawn By MB	Sheet 1 of 1	

APPENDIX 4

CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES

ASTM Designation: D 2487-10

(Based on United Soil Classification System)

SEECO Consultants, Inc.

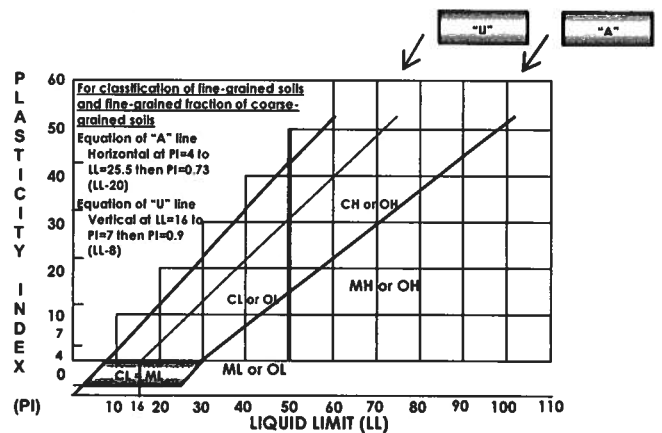
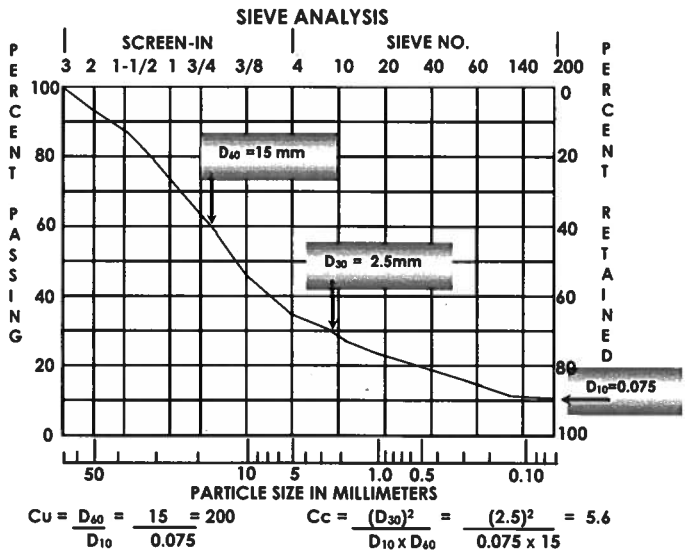
Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests^A

			Soil Classification			
			Group Symbol	Group Name ^B		
Coarse Grained Soils More than 50% retained on No. 200 sieve	Gravels More than 50% coarse fraction retained on No. 4 sieve	Clean Gravels Less than 5% fines ^C	$Cu \geq 4$ and $1 \leq Cc \leq 3^E$	GW	Well graded gravel ^F	
			$Cu \geq 4$ and/or $1 > Cc > 3^E$	GP	Poorly graded gravel ^F	
		Gravels with fines More than 12% fines ^C	Fines classify as ML or MH	GM	Silty gravel ^{F, G, H}	
			Fines classify as CL or CH	GC	Clayey gravel ^{F, G, H}	
	Sands 50% or more of coarse fraction passes No. 4 sieve			$Cu \geq 6$ and $1 \leq Cc \leq 3^E$	SW	Well-graded sand ^I
		Clean Sands Less than 5% fines ^D		$Cu < 6$ and /or $1 > Cc > 3^E$	SP	Poorly graded sand ^I
Sands with fines More than 12% fines ^D		Fines classify as ML or MH		SM	Silty sand ^{G, H, I}	
		Fines classify as CL or CH		SC	Clayey sand ^{G, H, I}	
Fine-Grained Soils 50% or more passes the No. 200 sieve	Silts and Clays Liquid limit less than 50	Inorganic	$PI > 7$ and plots on or above "A" line ^J	CL	Lean clay ^{K, L, M}	
			$PI < 4$ or plots below "A" line ^J	ML	Silt ^{K, L, M}	
		Organic	Liquid limit –oven dried <0.75	OL	Organic clay ^{K, L, M, N}	
			Liquid limit –not dried	OL	Organic silt ^{K, L, M, O}	
	Silts and Clays Liquid limit 50 or more	Inorganic	PI plots on or above "A" line	CH	Fat clay ^{K, L, M}	
			PI plots below "A" line	MH	Elastic silt ^{K, L, M}	
		Organic	Liquid limit –oven dried <0.75	OH	Organic clay ^{K, L, M, P}	
			Liquid limit –not dried		Organic silt ^{K, L, M, Q}	
Highly organic soils	Primarily organic matter, dark in color, and organic odor		PT	Peat		

^ABased on the material passing the three inch (75 MM) sieve
^BIf field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name
^CGravels with 5 to 12% fines require dual symbols:
 GW-GM well-graded gravel with silt
 GW-GC well-graded gravel with clay
 GP-GM poorly graded gravel with silt
 GP-GC poorly graded gravel with clay

^DSands with 5 to 12% fines require dual symbols:
 SW-SM well-graded sand with silt
 SW-SC well-graded sand with clay
 SP-SM poorly graded sand with silt
 SP-SC poorly graded sand with clay
^E $Cu = D_{60}/D_{10}$ $Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$
^FIf soil contains $\geq 15\%$ sand, add "with sand" to group name
^GIf fines classify as CL-ML, use dual symbol GC-GM, or SC-SM
^HIf fines are organic, add "with organic fines" to group name
^IIf soils contains $\geq 15\%$ gravel, add "with gravel" to group name

^JIf Atterberg limits plot in hatched area, soil is a CL-ML, silty clay
^KIf soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant
^LIf soil contains $\geq 30\%$ plus No. 200, predominantly sand, add "sandy" to group name
^MIf soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name
^N $PI \geq 4$ and plots on or above "A" line
^O $PI < 4$ or plots below "A" line
^P PI plots on or above "A" line
^Q PI plots below "A" line



APPENDIX 5

GENERAL REMARKS

This report has been prepared in order to aid in the evaluation of this property and to assist the architect and/or engineer in the design of this project. The scope is limited to the specific project and location described herein, and our description of the project represents our understanding of the significant aspects relevant to soil and foundation characteristics. In the event that any changes in the design or location of the building(s) as outlined in this report are planned, we should be informed so the changes can be reviewed and the conclusions of this report modified as necessary in writing by the geotechnical engineer. As a check, we recommend that we be authorized to review the project plans and specifications to confirm that the recommendations contained in this report have been interpreted in accordance with our intent. Without this review, we will not be responsible for misinterpretation of our data, our analysis, and/or our recommendations, nor how these are incorporated into the final design.

It is recommended that all construction operations dealing with earthwork and foundations be reviewed by an experienced geotechnical engineer to provide information on which to base a decision whether the design requirements are fulfilled in the actual construction. If you wish, we would welcome the opportunity to provide field construction services for you during construction.

The analysis and recommendations submitted in this report are based upon the data obtained from the soil borings performed at the locations indicated on the location diagram and from any other information discussed in this report. This report does not reflect any variations which may occur between these borings. In the performance of subsurface explorations, specific information is obtained at specific locations at specific times. However, it is a well-known fact that variations in soil and rock conditions exist on most sites between boring locations and also such situations as groundwater levels vary from time to time. The nature and extent of variations may not become evident until the course of construction. If variations then appear evident, it will be necessary for re-evaluation of the recommendations of this report after performing on-site observations during the construction period and noting the characteristics of any variations.

DIVISION 1
GENERAL REQUIREMENTS

SECTION 01 11 00
SUMMARY OF WORK

PART 1 – GENERAL

1.01 SUMMARY

- A. The Work of this Contract is generally described as general construction of wastewater treatment facility including aeration basin modifications for biological phosphorus removal and addition of slide gates and valve actuators for flow control, chemical removal facilities as backup, sludge thickening system, thickened sludge pumping, piping and valve replacement in thickening building, rehabilitation process drain pump station, polymer system, ortho phosphorus analyzer, odor control unit, and misc yard piping improvements. General construction of new administration building and renovation of existing administration building into process control building. The work includes sitework, yard piping, structural, architectural, process piping and equipment, plumbing, heating, ventilation, air conditioning, electrical, and instrumentation and control.

1.02 WORK BY OTHERS

- A. Work on Site which will be, or has been executed prior to, or after, start of Work on this Contract and may be concurrent to this Contract, but is excluded from this Contract:
 - 1. Combined Sewer Overflow Long Term Control Plan Wet Weather Treatment Facility Project.

1.03 WORK CONSTRAINTS

- A. Construct Work in accordance with following requirements and to accommodate operation of existing facilities and for public use during construction period. Coordinate construction progress schedule and operations with Engineer and Owner. Owner reserves right to place facilities taken out of service by Contractor back into service on emergency basis upon notification to Contractor.
- B. Bypassing of untreated or partially treated sewage to surface water of drainage courses is strictly prohibited during construction. In the event accidentally bypassing is caused by the Contractor's operations, the Owner shall immediately be entitled to employ others, at the Contractor's expense, to stop the bypassing without giving written notice to the Contractor.
- C. Penalties imposed on the Owner as a result of any bypass caused by the actions of the Contractor, his employees, or subcontractors, shall be borne in full by the Contractor, including legal fees and other expenses to the Owner resulting directly or indirectly from the bypass.
- D. Draining, Cleaning, and Dewatering of Tanks, Channels, Conduits and Piping
 - 1. Unless specified otherwise, draining, cleaning, and dewatering of tanks, channels, conduits, piping, and other facilities and proper disposal of removed solids shall be performed by Contractor as required to complete Work.
 - 2. Unless specified otherwise, Owner will not drain, clean, and dewater facilities to enable Contractor to complete Work.
 - 3. Owner will drain Aeration Tanks. When tanks are made available to Contractor, not more than 1 foot of water will remain in tanks at the sidewall. Sludge, scum, grit, debris, and other material will remain on tank walls and floors and on existing air diffusion system.

- Contractor shall clean and remove remaining material, and maintain dewatering of the tanks as required to complete Work.
4. Contractor shall maintain facilities clean and dry as required to complete Work, including control and temporary pumping of leakage from isolation facilities and water resulting from precipitation.
 5. Unless specified otherwise, the Contractor shall pump draining, cleaning, and dewatering material to a location as directed by the ENGINEER.
- E. Submit Stormwater NPDES permit application to IEPA and put erosion control measures in place before disrupting the site.
- F. Prior to starting construction Work but after installing all erosion control measures, perform exploratory excavation (i.e., "potholing") for underground duct banks, piping, force mains, water mains, process piping, and conduits as specified in Section 31 10 00.
- G. The new Admin Building - Structure 900 shall be substantially complete prior to beginning Work on the existing Process Control Building - Structure 120.
- H. At Process Control Building- Structure 120, the Work at the Control Room (Area Number 102) and Storage & Sample Room (Area Number 101) shall be substantially complete prior to beginning Work on the Laboratory (Area Number 103) and Water Laboratory (Area Number 111). Maintain access and provide temporary power, heating, cooling and ventilation to the Control Room (Area Number 102) and Storage & Sample Room (Area Number 101) during replacement of the HVAC systems.
- I. The Laboratory (Area Number 103) and Water Laboratory (Area Number 111) in the Process Control Building cannot be out of service for more than 90 days. Complete Work within 90 day duration. Maintain access and provide temporary power, heating, cooling and ventilation to Control Room (Area Number 102) and Storage & Sample Room (Area Number 101) during Work on the Laboratory (Area Number 103) and Water Laboratory (Area Number 111).
- J. Total duration of Work at Process Control Building - Structure 120 shall not exceed 6 months.
- K. Contractor shall hire qualified firm to perform asbestos inspection of the Process Control Building per U.S. EPA National Emissions Standard for Hazardous Air Pollutants, Standard for Demolition and Renovation asbestos regulations (40 CFR 61) before beginning Work on Process Control Building. Provide estimated asbestos abatement costs for the asbestos containing material.
- L. Milestones:
1. Milestone No.1 - May 1, 2020: Complete all Work at Structure 900 – Admin Building including roadway and parking, entrance gate and fencing, and utilities. Landscaping is not included in Milestone No. 1.
 2. Milestone No. 2 - October 1, 2020: Complete all facilities required to achieve phosphorus removal limits set forth in permit including all Work at Structure 125 - Chemical Building, Structure 130 – Preliminary Treatment Building, Structure 150 – South Aeration Basin, Structure 160 – North Aeration Basin, Structure 170 – Blower Building, Structure 195 – W3 Pump Station, Structure 600 – Solids Processing Building, Structure 605 – Process Drain Pump Station, Structure 610 – Odorous Air System, Structure 700 Digester Control Building and Structure 705 – Tunnel, and related buried piping and electrical Work required for operation.

1.04 SHUTDOWNS

- A. Wastewater flow through all plant treatment processes must be maintained at all times except as specified below. Contractor shall plan, schedule, and coordinate Work such that degree of wastewater treatment by plant during construction shall be equal to or exceed degree of wastewater treatment by plant prior to construction. Flow rates up to 45.5 million gallons per day may occur. Average flow rate is approximately 18.2 million gallons per day.
- B. The Contractor shall request planned shutdowns in written form not less than 7 days prior to the start of each shutdown. The Contractor's requests for planned shutdowns shall include a description of the Contractor's plans and approach to minimize the duration of each shutdown. After each shutdown begins, the Contractor shall work expeditiously, 24 hours/day, 7-days/week, if necessary to complete the Work that necessitates the shutdown, and to restore normal service.
- C. South Aeration Basin – Structure 150 Tanks 1 through 6 and North Aeration Basin – Structure 160 Tanks 7 through 12 will be shutdown to install DO sensors, ORP sensors, diffusers, mixers, gate actuators, slide gates and to construct baffle walls. Flow through each tank may be interrupted not more than one time for all Work at each aeration tank. Total of one tank at the South Aeration Basin and one tank at the North Aeration Basin can be shut down at any point in time.
- D. The maximum allowable shut down period of the existing aeration piping system at the aeration tanks for air piping revisions is 4 hours per occurrence. Only one shut down period can occur daily.
- E. Contractor shall allow Owner 3 days to empty an Aeration Tank before Contractor gains access to the tank. The Contractor shall make arrangements with the Owner one week in advance for gaining access to the aeration tank.
- F. The maximum allowable shut down period of the Primary Sludge (PSD), Waste Activated Sludge (WAS) and Digested Sludge (DSS) at the Solids Processing Building - Structure 600 for installation of plug valves in the Pump Room shall not exceed two hours per occurrence. Only one shut down period can occur daily.
- G. The maximum allowable shut down period of the Thickened Waste Activated Sludge / Thickened Primary Sludge (TWAS/TPSD) and Thickened Digested Sludge (TDSD) at the Solids Processing Building - Structure 600 for installation of plug valves and piping in the Pump Room shall not exceed two hours per occurrence. Only one shut down period can occur daily.
- H. The maximum allowable shut down period of sludge lines at Structure 650 for installation of tee and plug valves shall not exceed four hours.
- I. The maximum allowable shut down period of the sludge line at the Digester Control Building - Structure 700 for installation of piping in the Lower Level shall not exceed four hours.
- J. The maximum allowable shut down period of the sludge line at the Digester Control Building - Structure 700 for installation of plug valve in the Lower Level shall not exceed four hours.
- K. The maximum allowable shut down period of each of the two sludge lines at the Tunnel - Structure 705 for installation of plug valves and piping in the Tunnel and buried adjacent to the Tunnel shall not exceed four hours for each sludge line.
- L. The maximum allowable shut down period of the DSP sludge line buried between the Primary Digester No. 3 and Primary Digester No. 1 installation of buried piping shall not exceed four hours.

- M. W1 system may be shutdown for up to eight (8) hours outside the Solids Processing Building – Structure 600 to complete new tie in work.
- N. The maximum allowable shutdown period for the HWS/R inside of Building 125 is two (2) hours.
- O. Main SCC, SCC-E, SCC-D and SCC-C must remain in service at all times. Provide temporary power as required.
- P. The existing power panel, PP-1, shall be de-energized for a maximum of 6 hours while the new power panel is installed.
- Q. See Section 01 55 26 for constraints and shutdowns related to traffic control.

1.05 CONTRACTOR'S USE OF PREMISES

- A. Conduct operations to ensure least inconvenience to Owner and public and operation of existing facility. Cooperate with Owner and public officials during construction operations to minimize conflict and to facilitate public use and Owner's operations.
- B. When keys to locked areas are needed to provide access to areas to perform Work, obtain from Owner. Return keys at end of day's Work.
- C. Employees of Contractor and Subcontractors involved in Work shall wear identifying button or badge when working in facilities occupied by Owner.
- D. Due to potential health hazards and requirements of the Illinois EPA, and U.S. EPA, existing wastewater treatment facilities must be maintained in operation during the construction of the new facility. Degree of treatment during construction shall be equal to or exceed efficiency of the facility before construction started.
- E. Contractor shall discuss and coordinate with Owner and Engineer prior to removing equipment from service in order to complete Work. Owner will, at Owner's discretion, request equipment to be placed back into service if out of service equipment will cause adverse effects on plant operation.
- F. Obtain and pay for use of additional storage or Work areas needed for operations at no additional cost to Owner.

1.06 OWNER OCCUPANCY OF PREMISES

- A. Owner will occupy site and existing facilities during entire construction period for conduct of normal operations.
- B. Owner reserves right to partially occupy and to place and install equipment in completed areas of facilities, prior to Substantial Completion, provided that such occupancy does not interfere with completion of Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the Work.
- C. Partial occupancy shall conform to requirements of General Conditions.

1.07 PERMITS

- A. Contractor shall comply with all provisions of the Illinois Environmental Protection Agency (IEPA) Construction Permits concerning construction of the work.

- B. The Work will result in the disturbance of more than 1 acre of site. Therefore the State of Illinois' General Stormwater NPDES permit applies to this project. CONTRACTOR is responsible for obtaining a copy of this permit. Said permit requires that IEPA be notified of the project via a Notice of Intent (NOI) form. CONTRACTOR will fill out the NOI form. **CONTRACTOR shall pay IEPA the permit fee in force at the time the permit is applied for**, including any annual payments, when applicable. CONTRACTOR is forewarned that, as per IEPA code, no disturbance of the site can occur until 30 days after IEPA receives the NPDES Permit Application and fee. CONTRACTOR is to compile the Notice of Intent (NOI) form that is required at the start of construction – and OWNER will execute the form and submit with CONTRACTOR'S payment. Also, CONTRACTOR will file the Notice of Termination (NOT) form, as it applies to this permit, with IEPA upon completion of the construction work.
- C. Building Permit: The new Administration Building is to be located within Will County and the City of Joliet. CONTRACTOR shall obtain a building permit for the new building from the City of Joliet, Building & Inspectional Services Division, located at the First floor of City Hall, 150 West Jefferson Street, Joliet, IL or by contacting telephone number 815-724-4070. **Since the building will be owned by the City, no building permit fee will be charged to the CONTRACTOR.**

1.08 CONSTRUCTION STAKING

- A. The Drawings indicate dimensions, distances, and elevations taken with sufficient accuracy to illustrate the character and extent of the work. CONTRACTOR is advised that ENGINEER has provided one temporary benchmark at the project site, as shown on the Drawings. ENGINEER will provide CONTRACTOR with coordinates of temporary benchmark and sufficient coordinates for CONTRACTOR to lay out the work. ENGINEER is not responsible for laying out CONTRACTOR'S work.
- B. CONTRACTOR shall provide on-site a properly calibrated leveling instrument and level rod for use by CONTRACTOR and ENGINEER for confirming elevations of the constructed improvements.
- C. Before undertaking any work on a section of the project for which stakes have been provided, the CONTRACTOR shall examine the project layout carefully and call to the attention of the ENGINEER any obvious error or significant discrepancy in conflict with the Drawings; otherwise the CONTRACTOR shall assume full responsibility for obvious departures from line, grade and dimension.

1.09 PROTECTION OF PROPERTY AND UTILITIES

- A. Protection of the Work: CONTRACTOR shall take such means as are necessary to protect his own work until completed and accepted by the OWNER. Further requirements are set forth under the Specifications.
- B. Protection of Trees, Shrubs, and Fences
 - 1. Trees, shrubbery, fences, poles, buildings, and all other property and surface structures shall be protected during construction operations unless their removal for purposes of construction is shown on the Drawings as being removed and said removal is specifically field authorized by the OWNER or the ENGINEER. Any fences, poles or other man-made surface improvements which are moved or disturbed by the CONTRACTOR shall be restored to the original conditions, after construction is completed, at the CONTRACTOR'S expense. Any trees, shrubbery or other vegetation which are approved for removal or ordered for removal by the OWNER via the ENGINEER in order to facilitate construction operations shall be removed completely, including stumps and

roots, by CONTRACTOR. Responsibility for any damage or claims for damage caused by construction operations to shrubbery or other landscape improvements which were not authorized for removal by the OWNER shall be assumed by CONTRACTOR.

C. Protection of Utilities

1. The Drawings illustrate the approximate location of all reasonably known underground utilities of which the Utility Companies advised ENGINEER during the preparation of the Contract Documents. CONTRACTOR may expect to find such utilities within approximately five feet of the position indicated on the Drawings, but he/she shall in every case locate and uncover such utilities before his/her excavation equipment approaches within 50 feet of the indicated location. CONTRACTOR shall proceed with caution in the excavation and preparation of any trenches so that the exact location of underground structures may be determined. Where utilities are in close proximity to the proposed underground improvement, CONTRACTOR is advised that hand excavation may be needed in those area as part of this Contract, to avoid damage to utilities. Prior to proceeding with trench excavation the Contractor shall contact all utility companies in the area to aid in locating their underground services, and to comply with Illinois law. CONTRACTOR shall take all reasonable precautions against damage to existing utilities. However, in the event of a break in an existing water main, gas main, sewer or underground cable, he/she shall immediately notify the responsible official of the organization operating the utility interrupted. CONTRACTOR shall lend all reasonable assistance in restoring the damaged services and shall assume all cost, charges, or claims connected with the interruption and repair of such services if the location of said utility was marked by the OWNER thereof prior to excavation.
2. Temporary support, adequate protection and maintenance of all underground and surface structures, power poles, drains, sewers and other obstructions encountered in the progress of the work shall be furnished by CONTRACTOR at his expense. If a power pole requires support to execute the work, CONTRACTOR shall retain the local electrical power company to support or hold said pole(s). The structures which may have been disturbed shall be restored upon completion of the work.
3. Prior to any excavation work, CONTRACTOR shall contact J.U.L.I.E. at telephone number 1-800-892-0123, for location of all underground utilities.

PART 2 – PRODUCTS

(Not Used)

PART 3 – EXECUTION

(Not Used)

END OF SECTION

SECTION 01 21 00
ALLOWANCES

PART 1 - GENERAL

1.01 SUMMARY

- A. To provide adequate budget and bonding to cover items not precisely determined prior to bidding, include in the Contract Price the costs or quantities described in this Section.
- B. Adjustment of Cost:
 - 1. If cost or quantity is more or less than the specified allowance, Contract Price will be adjusted by Change Order.
 - 2. Submit documentation for the actual costs or quantities after completion of Work. Documentation shall include billing statements and evidence of payment.
- C. Designate in schedule of values costs and quantities required under each allowance.

1.02 SPECIFIC ALLOWANCES

- A. Section 04 21 13: Face brick shall be included in Contractor's proposal at assumed net price to purchase and deliver. Modular size (7 5/8 by 2 1/4 by 3 5/8) running bond assumed price of \$700 per M, f.o.b. delivered to the job site. Installation shall be included in the Lump Sum Bid. Face brick shall be included in Contractor's proposal at assumed net price as indicated per M, f.o.b. delivered to the Eastside WWTP job site. Should net cost of brick be more or less than assumed amount, Owner will adjust amount of Contract at time of final payment based on number of bricks used in the work and actual net price paid to supplier by Contractor for brick delivered as noted.
- B. Unforeseen Conditions Process Control Building for unforeseen work in Process Control Building: \$50,000.
- C. Repairs or Modifications to Yard / Digester Piping due to unforeseen conflicts: \$50,000.
- D. If cost or quantity is more or less than the specified allowance, Contract Price will be adjusted by Change Order.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

(Not Used)

END OF SECTION

SECTION 01 22 00
UNIT PRICES

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section identifies Unit Price Bid Items by number and lists applicable Specification Sections and method of measurement and payment.
- B. Provide labor, materials, equipment, supervision, and other services to complete Work for each Unit Price Bid Item as required by Contract Documents.

1.02 DESCRIPTION OF UNIT PRICE BID ITEMS

- A. Bid Item No. 1: All Work Except for Items No. 2 through 12 on the Bid Tabulation as lump sum.

- 1. Removal of Excess Excavated Materials

- a. The removal and any disposal costs of Excess Excavated Materials, this is all materials that are not classified as Unsuitable Material per Item B below, shall be included in lump sum Bid Item No. 1. Excess excavated materials shall be disposed of at landfill.

- B. Bid Item No. 2: Removal of Unsuitable Materials

- 1. Definition of Unsuitable Material

- a. Existing material exposed during the excavation process which is classified as topsoil or peat, contains excessive organics (greater than 4%), slag, cinders, foundry sand, debris, rubble, or other similar materials which hinder compaction.

- 2. Work as described below.

- a. Section 31 22 00: Grading
 - b. Section 31 23 00: Excavation and Fill
 - c. Section 31 23 33: Trenching and Backfill

- 3. Include cost of, but not limited to:

- a. Excavation, hauling to landfill, and disposal of unsuitable material.
 - b. Structural fill and backfilling.
 - c. Clean up.
 - d. Other pertinent and incidental Work.

- 4. Do not include cost of:

- a. Work included in other Bid Items.
 - b. Work required for Removal and Disposal of Excess Excavated Materials.

- 5. Measurement for Payment:

- a. Measure, in Cubic Yards, quantity of Unsuitable Materials will be measured in their original position and the volume occupied by the method of average end areas.

- b. Payment will be made at the contract unit price per cubic yard for Removal of Unsuitable Materials.

C. Bid Item No. 3: Removal of Solids Waste

1. Definition of Solids Waste

- a. Existing solids waste in the area enclosed by Edward Street, Adler Street, Lawton Avenue, and McKinley Street which are identified during site clearing, removals and excavation process including debris from homes demolished by others prior to start of Work and demolished under this Contract as shown on drawings, tires and miscellaneous trash and debris.

2. Work as described below.

- a. Section 01 35 16: Alteration Project Procedures
- b. Section 31 10 00: Site Clearing
- c. Section 31 22 00: Grading
- d. Section 31 23 00: Excavation and Fill
- e. Section 31 23 33: Trenching and Backfill

3. Include cost of, but not limited to:

- a. Hauling and disposal of Solids Waste.
- b. Clean up.
- c. Other pertinent and incidental Work.

4. Do not include cost of:

- a. Work included in other Bid Items.
- b. Work required for Removal and Disposal of Excess Excavated Materials.
- c. Work required for Removal of Unsuitable Materials.

5. Measurement for Payment:

- a. Provide material ticket for disposal including measurement in Tons, quantity of Solids Waste.
- b. Payment will be made at the contract unit price per Ton for Removal of Solids Waste.

PART 2 – PRODUCTS

(Not Used)

PART 3 – EXECUTION

(Not Used)

END OF SECTION

SECTION 01 29 73
SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide a detailed breakdown of the Contract Price showing amounts and quantities allocated to each of the various parts of the Work, as specified herein and as required by General Conditions.
- B. Upon request of Engineer, support amounts and quantities with data substantiating their correctness.

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

- A. Schedule shall be typed on 8-1/2-in. by 11-in. white paper. Contractor's standard forms and automated printout will be considered for approval by Engineer upon request. Include following:
 - 1. Project title.
 - 2. Project location.
 - 3. Owner.
 - 4. Engineer.
 - 5. Engineer's project number.
 - 6. Name and address of Contractor.
 - 7. Contract designation.
 - 8. Date.
- B. Identify installed value of Work in sufficient detail to serve as basis for computing values for progress payments during construction.
- C. Provide a separate listing of general items, such as bonds, insurance, mobilization, field supervision, construction facilities, allowances, and record documents.
- D. Follow Project Manual table of contents as format for listing component items. At a minimum, listing shall include material cost and total installed cost for each Specification Section for each structure as listed in this Section.
 - 1. Identify each line item with number and title of respective Specification Division and Section.
 - 2. Include directly proportional amount of Contractor's overhead and profit.
 - 3. For items on which progress payments will be requested for stored materials, break down value into:
 - a. Cost of materials, delivered and unloaded.
 - b. Total installed value.
- E. Provide listing of items for sitework and for each structure as follows:
 - 1. Contractor's Overhead.
 - a. Bonds and Insurance
 - b. Mobilization
 - c. Office Support

- d. Field Supervision
- e. Demobilization

- 2. Sitework.
- 3. 120 – Process Control Building
- 4. 125 – Chemical Building
- 5. 130 – Preliminary Treatment Building
- 6. 150 – South Aeration Basin
- 7. 160 – North Aeration Basin
- 8. 170 – Blower Building
- 9. 195 – W3 Pump Station
- 10. 600 – Solids Processing Building
- 11. 605 – Process Drain Pump Station
- 12. 610 – Odorous Air System
- 13. 650 – Sludge Storage Pump Building
- 14. 700 – Digester Control Building
- 15. 705 – Tunnel
- 16. 900 – Administration Building

F. Sum of values listed shall equal total Contract Price.

G. Provide additional breakdown as required by Engineer.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 31 19
PROJECT MEETINGS

PART 1 - GENERAL

1.01 SUMMARY

- A. Engineer will conduct preconstruction conference in accordance with the General Conditions and this Section.
- B. To enable orderly review during progress of the Work, and to provide for systematic discussion of problems, the Engineer shall conduct progress meetings, weekly construction meetings, and specially called meetings throughout the construction period. Owner and Engineer may attend meetings.
 - 1. Engineer shall:
 - a. Prepare agenda.
 - b. Distribute written notice of specially called meetings a minimum of 1 working day in advance of the meeting date. Notice by electronic mail is acceptable.
 - c. Make physical arrangements for meetings.
 - d. Preside at meetings.
 - e. Record meeting minutes.
 - f. Prepare formal minutes within 3 working days after meeting and distribute electronic copies to:
 - a. Meeting participants.
 - b. Affected parties.
 - c. Engineer and Owner
 - 2. Contractor shall:
 - a. Provide updated schedule as required in Section 01 32 19.
 - b. Ensure all subcontractors and key personnel attend meeting as necessary for work being discussed.

1.02 QUALIFICATIONS

- A. Representatives of Contractor, Subcontractors, and Suppliers attending the meetings shall be authorized to act on behalf of entity each represents.
- B. Revisions to Minutes:
 - 1. Unless published minutes are challenged in writing prior to the next regularly scheduled progress meeting; they will be accepted as properly stating the activities and decisions of the meeting.
 - 2. Challenge to the minutes shall be settled at the regularly scheduled meeting.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

3.01 PRECONSTRUCTION CONFERENCE

A. Location: To be selected by Owner.

B. Attendance:

1. Contractor's Project Manager.
2. Contractor's Resident Superintendent.
3. Contractor's "hands-on" person designated to submit Shop Drawings to Engineer.
4. Subcontractors' or Suppliers' representatives Contractor may desire to invite or Engineer may request.
5. Owner's representatives.
6. Engineer's representatives.
7. Local utility representatives, if applicable.

C. Agenda:

1. Organizational arrangement of Owner's and Engineer's forces.
2. Organizational arrangement of Contractor's, Subcontractors', and material and equipment Suppliers' forces.
3. Contract Documents, including distribution of required copies.
4. Project safety.
5. Preliminary Construction Progress Schedule.
6. Check of required bonds and insurance.
7. Liquidated damages.
8. Preliminary schedule of Shop Drawing submissions.
9. Procedures for handling submittals.
10. O & M submittals.
11. Channels and procedures for communications, correspondence, and project coordination.
12. Weekly and monthly meetings.
13. Equal opportunity requirements.
14. Laboratory and field testing requirements.
15. Provisions for inventory of material stored on-site or off-site.
16. Schedule of values.
17. Application for progress payments.
18. Field Order and Change Order procedures.
19. Project Record Documents.
20. Posting of required signs and notices.
21. Other business.

3.02 MONTHLY PROGRESS MEETINGS

A. Schedule monthly meetings.

B. Location: Contractor's field office.

C. Attendance:

1. Contractor's Project Manager.
2. Contractor's Resident Superintendent.
3. Affected Subcontractors.

D. Suggested Agenda:

1. Review of minutes of previous meeting.
2. Review of Work progress since previous meeting.

3. Project safety concerns.
 4. Field observations, problems, conflicts.
 5. Problems impeding Construction Progress Schedule.
 6. Review of off-site fabrication, delivery schedules.
 7. Corrective measures and procedures to regain conformance with Construction Progress Schedule.
 8. Revisions to Construction Progress Schedule.
 9. Issues raised by Owner and Engineer.
 10. Proposed progress and schedule for succeeding Work period.
 11. Coordination of schedules.
 12. Review and update of submittal schedule.
 13. Maintenance of quality standards.
 14. Pending changes and Substitutions.
 15. Effect of proposed changes on Construction Progress schedule.
 16. Review of Project Record Documents.
 17. Other business.
- E. Agenda containing specific subjects to be discussed shall be provided to each attendee and to the Owner and Engineer at least 5 working days before the meeting.

3.03 WEEKLY CONSTRUCTION MEETING

- A. Schedule weekly.
- B. Location: Contractor's field office.
- C. Attendance:
 1. Resident Superintendent.
 2. Subcontractors' foremen.
 3. Contractor's project manager.
- D. Suggested Agenda:
 1. Review of Work progress since previous meeting.
 2. Proposed progress and schedule for succeeding Work period.
 3. Field observations, problems, conflicts.
 4. Problems that affect Construction Progress Schedule.
 5. Three week look ahead schedule.

END OF SECTION

SECTION 01 32 16
PROGRESS SCHEDULE
(BAR CHART METHOD)

PART 1 – GENERAL

1.01 SUMMARY

- A. Submit preliminary Progress Schedule in accordance with General Conditions.

1.02 SUBMITTALS

- A. Three days before the conference to discuss schedules, furnish 4 copies of preliminary schedule, and subsequent revisions thereof, to Engineer and Owner for review.
- B. Three days prior to monthly Project Meetings as required by Section 01 31 19, furnish 4 copies of proposed revised schedule to Owner and Engineer. Furnish revised schedule to Subcontractors as appropriate.
- C. In addition to submission requirements defined herein, post progress schedule to document management website.
- D. Failure to submit schedules on a timely basis shall be considered cause for withholding progress payments.

1.03 WORKING HOURS

- A. Comply with requirements of General Conditions.
- B. No Work shall be done between 6:00 p.m. and 7:00 a.m., nor on Saturdays, Sundays or legal holidays without written permission of Owner. Emergency work may be done without prior permission.
- C. Such permission may be revoked at any time by Owner if Contractor fails to maintain adequate equipment and supervision for proper prosecution and control of Work. Revocation shall not entitle Contractor to change in Contract Price or Contract Time.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

3.01 FORM OF SCHEDULE

- A. Prepare schedule in form of horizontal bar chart.
 - 1. Provide separate horizontal bar for each trade, activity or operation.
 - 2. Provide continuous vertical line to identify first working day of each week.
 - 3. Scale and space to allow for notations and future revisions.
- B. Format of Listings: Chronological order of start of each activity or operation.

3.02 CONTENT OF SCHEDULE

- A. Show complete sequence of construction by activity or operation.
- B. Show dates for beginning and completion of each major element of construction and installation dates for major equipment items. Include:
 - a. Each individual task of construction.
 - b. Procurement of equipment and systems including Shop Drawing submittals, Engineer's review of submittals, shop tests, and delivery dates.
 - c. Identification of Work that will affect existing plant operations.
 - d. Services of manufactures' representatives.
 - e. Startup dates for major equipment.
 - f. Field tests.
 - g. Dates of Substantial and Final completion.
 - h. Subcontractor Work items.
 - i. Allowance for inclement weather.
 - j. MBE, WBE, and SBE activities.
 - k. O&M data activities.
 - l. Contractor-provided training.
- C. Show projected percentage of completion for each activity as of first day of each month.

3.03 REVISIONS TO SCHEDULE

- A. Each month Contractor shall receive updated information from Subcontractors and Suppliers which shall be included in current schedule. Revised schedule shall indicate changes such as:
 - 1. Major changes in scope.
 - 2. Activities modified since previous submittal.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.
- B. Provide narrative report to define following:
 - 1. Problem area and anticipated delays and their impact on schedule.
 - 2. Corrective action recommended and its effect.

3.04 MONTHLY PROGRESS MEETINGS

- A. Once each month, in accordance with Section 01 31 19, Progress Schedule will be reviewed. Progress will be reviewed:
 - 1. To identify those activities started and completed during previous period.
 - 2. For remaining duration required to complete each activity started, but not completed.
 - 3. For durations of selected activities not yet started.
 - 4. For effect of Change Orders and proposed sequencing.
- B. Update schedule accordingly.

3.05 DELAYS AND RECOVERY

- A. If, at any time during the Project, Contractor fails to complete activity by its latest scheduled completion date, Contractor shall, within 5 working days, submit to Engineer written statement as to how and when work force will be reorganized to return to current Progress Schedule.

- B. If, at any time during the Project, it becomes apparent that milestone completion dates or times established in Section 01 11 00 or Contract completion dates will not be met due to a delay, disruption, or interference caused by or within the control of Contractor, Contractor shall take some or all of the following actions:
1. Increase construction staffing in such quantities and crafts as shall eliminate backlog of Work.
 2. Increase number of working hours per shift, shifts per day, Work days per week, amount of construction equipment or combination of foregoing sufficient to substantially eliminate backlog of Work.
 3. Reschedule Work activities to achieve concurrency of accomplishment.
- C. Under no circumstances will addition of equipment or construction forces, increasing working hours or other method, manner or procedure to return to current Progress Schedule be considered justification for Contract modification or treated as acceleration.

END OF SECTION

SECTION 01 32 33
PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide digital-format photographs taken at the specified stages during construction, and in accordance with provisions of this Section.
- B. Provide color video of existing facilities taken before commencement of construction.

1.02 SUBMITTALS

- A. Submit digital photographs on electronic media acceptable to the Engineer. Digital photographs shall be common retrievable format as specified by Engineer during Preconstruction Conference. Submit with each application for payment.
- B. Submit color video of existing facilities using electronic media and format acceptable to the Engineer. Submit prior to commencement of construction.
- C. In addition to submission requirements described above, post digital photographs and color video to Document Management Web Site. Organize files in similar manner to Contract Drawings (sitework, and by structure).

PART 2 - PRODUCTS

2.01 PHOTOGRAPHS

- A. Electronic files shall be in JPG, TIFF, or other commonly used format. Files shall be named to adequately describe the photo without the need to open the file.
- B. Submit electronic file with photographs indicating:
 - 1. Project name.
 - 2. Engineer's project number.
 - 3. Orientation of view.
 - 4. Date and time of photograph.
 - 5. Photograph number.
 - 6. Contractor's name and address.
- C. Submit 2 flash drives labeled with the appropriate information shown under paragraph 2.01 B. above.

PART 3 - EXECUTION

3.01 PHOTOGRAPHIC REQUIREMENTS

- A. Take photographs at each major stage of construction.
 - 1. Before commencement of construction.
 - 2. At monthly intervals during construction of facilities. Photographs need show only new Work for that month.

- B. Make each photograph clear, in focus, with high resolution and sharpness, and with minimum distortion.

3.02 VIEWS

- A. Make photographs from three separate locations around Work and for each major structure.
- B. Select locations to provide diversified overall views of Work, from positions that are expected to remain accessible throughout progress of Work. Locations shall adequately illustrate condition of construction and state of Project.
- C. When directed by Engineer, because of stage of construction, change one or more locations to new locations inside or outside structure.

END OF SECTION

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.01 SUMMARY

- A. Requirements for Work-related (non-administrative) submittals including Substitutes and “Or-Equal” items, Shop Drawings, product data, Samples, test results and other miscellaneous Work-related submittals.
 - 1. Submittals for certification of installation, instructional, and post-startup services are specified in Section 01 61 00.
 - 2. Submittals for operation and maintenance data are specified in Section 01 78 23.
 - 3. Submittals for record drawings are specified in Section 01 78 39.
- B. Administrative Submittals: Procedures concerning items such as listing of manufacturers, Suppliers, Subcontractors, Progress Schedule, bonds, payment applications, insurance certificates, Schedule of Values, and photographs are specified elsewhere.
- C. Work-Related Submittals:
 - 1. Substitute and “Or-Equal” Items:
 - a. Includes material or equipment described in Paragraph 7.04 of General Conditions, Article 7 of the Supplementary Conditions, and Section 01615 which Contractor requests Engineer to accept, after Effective Date of the Agreement.
 - 2. Shop Drawings:
 - a. As defined in Paragraph 1.01.A.36 of the General Conditions, and in particular includes technical data and drawings specifically prepared for this Project, including fabrication and installation drawings, diagrams, data sheets, schedules, templates, patterns, reports, instructions, design mix formulas, measurements, and similar information not in standard printed form.
 - 3. Product Data:
 - a. Includes standard catalog type printed information on manufactured materials, equipment and systems that has not been specifically prepared for this Project, including manufactures’ product specifications, catalog cut sheets, standard wiring diagrams, printed performance curves, mill reports, and standard color charts.
 - 4. Samples:
 - a. As defined in Paragraph 1.01.A.33 of the General Conditions, and in particular includes fabricated and manufactured physical examples of materials, products, and units of Work, including complete units, partial cuts of manufactured or fabricated Work, swatches showing color, texture, and pattern, and units of Work to be used for independent inspection and testing.
 - b. Mock-ups are special forms of Samples too large or otherwise inconvenient for handling in manner specified for transmittal of Sample submittals.
 - 5. Test Results:

- a. Includes source and field quality inspection and test reports, actual performance curves, and certifications of results prepared specifically for equipment, material, and systems provided for this Project.
6. Miscellaneous Submittals:
- a. Work-related submittals that do not fit in previous categories, including schedules, guarantees, warranties, certifications, maintenance agreements, workmanship bonds, survey data and reports, physical work records, copies of industry standards, field measurements, extra materials, keys, and similar information, devices, and materials applicable to Work.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

3.01 ELECTRONIC SUBMITTALS

- A. An electronic construction management software program, Submittal Exchange, will be provided by the Owner. Contractor shall make submittals electronically in a manner consistent with the Owner's electronic construction management software system. All associated costs shall be paid by the Owner.

3.02 SUBMITTAL PROCEDURES

A. Scheduling:

1. Provide preliminary and final schedule of submittals in accordance with the General Conditions indicating time requirements for coordination of submittals with performance of Work.
2. Times scheduled shall indicate completion of submittal approval process for Substitute and "Or-Equal" items, Shop Drawings, product data, and Samples not later than 60 days prior to beginning systems demonstrations specified in Section 01820. Completion of submittal process for above submittals will have been achieved when submittals have been returned to Contractor with submittal action of either "Approved" or "Approved As Noted".
3. Adjust schedule of submittals periodically to reflect revisions to Progress Schedule.

B. Coordination:

1. Coordinate preparation and processing of submittals with performance of Work. Coordinate each submittal with other submittals and related activities such as substitution requests, testing, purchasing, fabrication, delivery, and similar activities.
2. Coordinate submission of different units of interrelated Work so submittal will not be delayed by Engineer's need to review related submittal. Engineer may withhold action on submittal requiring coordination with other submittals until related submittals are provided.
3. Prepare and transmit each submittal sufficiently in advance of scheduled performance of related Work and other applicable activities.

C. Submittal Preparation:

1. Stamp and sign each submittal certifying to review and approval of submittal, verification of material and equipment, field measurements, field construction criteria, and coordination of information with Contract Documents in accordance with paragraph 7.16 of the General Conditions.
2. Transmittal Form: Use CONTRACTOR'S SUBMITTAL TRANSMITTAL form included in Appendix. Identify following:
 - a. Date
 - b. Transmittal and Submittal number
 - c. Project
 - d. Name and signature of Contractor:
 - e. If submittal is for substitute, identify as "Substitute" on transmittal.
 - f. Specification section and/or Drawing numbers.
 - g. Description of submittal (i.e. equipment identification numbers, motor numbers, etc.)
 - h. Variations from Contract Documents

D. Resubmittal Preparation:

1. Comply with requirements for Submittal Preparation above, and in addition:
 - a. Identify on transmittal form submittal is a resubmission.
 - b. Make corrections or changes in submittal required by Engineer's notations on returned submittal.
 - c. On transmittal or separate page, answer or acknowledge in writing notations or questions indicated on Engineer's transmittal form of returned submittal.
 - 1) Identify each response by question or notation number established by Engineer.
 - 2) If Contractor does not respond to each notation or question, resubmission will be returned without action by Engineer until Contractor provides written response.
 - d. Contractor-initiated revisions or variations:
 - 1) On transmittal form, identify variations or revisions from previously reviewed submittal.

3.03 SPECIFIC SUBMITTAL REQUIREMENTS

A. General:

1. Comply with requirements specified below for each indicated type of submittal. Specific submittal requirements for individual units of work are specified in applicable Specification section.
2. If Engineer has responded to Request for Information submitted by Contractor, include Engineer's response with submittal.

B. Requests for Substitutes:

1. Collect data for items to be submitted for review as Substitute into one submittal for each item of material or equipment in accordance with paragraph 7.05 of the General and Supplementary Conditions.
2. Include completed CONTRACTOR'S REQUEST FOR SUBSTITUTION form as required by Supplementary Conditions. Use the form included in the Appendix.
3. Submit with other scheduled submittals for material and equipment allowing time for Engineer to evaluate additional information required to be submitted.

4. If Contractor requests to substitute for materials or equipment specified, but not identified in Specification as requiring submittal, Contractor shall indicate substitution in Submittal Schedule.
- C. Shop Drawings:
1. Maximum size 22 in. by 34 in.
 2. Submit graphic information at accurate scale with name of preparer indicated.
 3. Show dimensions and note which are based on field measurements.
 4. Indicate compliance with standards and notation of coordination requirements.
 5. Highlight, encircle or otherwise indicate variation from Contract documents or previous submittals and revisions on resubmittals.
 6. Do not use Engineer's Drawings as Shop Drawings.
 7. Provide blank space for Contractor stamps.
 8. Provide 4-in. by 8-in. blank space for Engineer stamps.
- D. Product Data:
1. Collect required data into single submittal for each unit of Work or system. Where product data includes information on several similar materials or equipment, some of which are not required for use in Project, mark copies to show which items are not applicable to Project.
- E. Samples:
1. Provide Samples physically identical with proposed materials and equipment to be incorporated into work. Where variations in color, pattern, and texture are inherent in product, submit multiple units (not less than 3) showing approximate limit of variations.
 2. Provide full set of option Samples where selection by Owner or Engineer is required.
 3. Include information with Sample to show generic description, source, product name, manufacturer, limitations, and compliance with standards.
 4. Submit Samples with other related elements of work.
 5. Submit two (2) sets of Samples where Specifications indicate Engineer's selection of color, pattern, texture or similar characteristics from manufacturer's range of standard choices is necessary. Neither set will be returned.
 6. Maintain set of Samples at Project site, in suitable condition and available for quality control comparisons throughout course of Work.
- F. Test Results:
1. Identify each test by Specification section and type of test.
 2. Submittal is to confirm that results of tests verify materials, products, and systems comply with Contract Documents and are not for approval.
- G. Miscellaneous:
1. Guarantees, Warranties, Maintenance Agreements, and Workmanship Bonds:
 - a. Refer to Specification sections for requirements.
 - b. Provide 2 executed copies. Provide 2 additional copies where required for operation and maintenance data.
 2. Survey Data:

- a. Refer to Specification sections for requirements of property surveys, building or structure condition surveys, field measurements, quantitative records of actual work, damage surveys, and similar data.
3. Certifications:
 - a. Refer to Specification sections for requirements.
4. Closeout Submittals;
 - a. Refer to Specification sections for requirements of spare parts, extra and overrun stock, maintenance tools and devices, keys, and similar units to be submitted.

3.04 ACTION ON SUBMITTALS

A. General:

1. Except for submittals for record and similar purposes, where action and return is not required or requested, Engineer will review each submittal, mark the appropriate action, and return.
2. Where submittal must be held for coordination, Engineer will so advise Contractor without delay.
3. Engineer will stamp each submittal with uniform, self-explanatory action stamp, appropriately marked with submittal action.

B. Notification of Insufficient Information:

1. If information submitted is not sufficient to complete review of submittal, Engineer will send transmittal to Contractor notifying Contractor that additional information is required.
2. Submittal will be placed "on hold" and not returned until Contractor provides the additional information.

C. Unsolicited Submittals:

1. Engineer will return unsolicited submittals without reviewing.

D. Action Stamp:

1. Marking: "Approved"
 - a. Work covered by submittal may proceed provided it complies with Contract Documents. Acceptance of Work depends on that compliance.
 - b. After approval, Contractor is to submit two bound copies of all "Approved" submittals to Engineer. Drawings shall be printed at not smaller than 11x17. Engineer, at his discretion, may request drawings printed in 22x34 format. Bound copies shall be stapled, comb bound, or spiral bound. Copies should be in color where required.
2. Marking: "Approved As Noted"
 - a. Work covered by submittal may proceed provided it complies with Engineer's notations or corrections on submittal and with Contract Documents. Acceptance of work depends on that compliance. Resubmittal not required.
 - b. After approval, Contractor is to submit two bound copies of all "Approved As Noted" submittals to Engineer. Drawings shall be printed at not smaller than 11x17.

Engineer, at his discretion, may request drawings printed in 22x34 format. Bound copies shall be stapled, comb bound, or spiral bound. Copies should be in color where required.

3. Marking: "Revise and Resubmit"
 - a. Do not proceed with Work covered by submittal.
 - b. Revise submittal or prepare new submittal in accordance with Engineer's notations.
 4. Marking: "Not Approved"
 - a. Work covered by submittal does not comply with Contract Documents. Do not proceed with Work covered by submittal.
 - b. Prepare new submittal complying with Contract Documents.
 5. Marking: "No Action Required"
 - a. Document has not been reviewed and is only filed for record purposes.
- E. General Distribution:
1. Unless required elsewhere, provide distribution of submittals to Subcontractors, Suppliers, governing authorities, and others as necessary for performance of Work.
 2. Provide copies of submittals bearing Engineer's action stamp to:
 - a. Job site file.
 - b. Record documents file.

END OF SECTION

SECTION 01 35 16
ALTERATION PROJECT PROCEDURES

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes:

1. Cutting and patching.
2. Alterations to existing buildings or structures.
3. Demolition, removal, and abandonment of existing facilities.

B. Work Includes:

1. Cutting, moving or removal of items as shown on Drawings.
2. Cutting, moving or removal of items as necessary to provide access to allow alterations and new Work to proceed.
3. Cutting, moving or removal of items not shown to be cut, moved or removed, but which must be cut, moved or removed to allow new Work to proceed.
4. Patching or reinstalling Work or items which are to remain in finished Work.
5. Removal of existing surface finishes as needed to install new Work and finishes.
6. Removal of abandoned items.
7. Salvage of material and equipment as noted.
8. Demolition of structures.
9. Removal of portions of structures or utilities.
10. Abandonment of utilities.

1.02 DEFINITIONS

- A. Removal of Solids Waste: As defined in Section 01 22 00.

1.03 SUBMITTALS

A. Test Results:

1. Facility condition surveys.

B. Miscellaneous Submittals:

1. Alteration and demolition schedule and operational sequence.

- C. Submit in accordance with Section 01 33 00.

1.03 QUALITY ASSURANCE

- A. Conform to requirements of regulatory agencies and utility companies.

1.04 PROTECTION AND CONTINUITY OF OPERATIONS AND UTILITIES

- A. Perform Work with trades qualified to perform Work in manner causing least damage to each type of Work.

- B. Protect existing finishes, equipment, and adjacent Work which is to remain, from damage.

- C. Protect existing and new Work from weather and extremes of temperature.
- D. Do not pile material to endanger building or structure.
- E. Structural stability of structures adjacent to or affected by Work shall be Contractor's responsibility. Provide shoring, needling, and bracing to keep buildings or structures structurally secure and free of damaging deflection or settlement.
- F. Do not close or obstruct streets, walks, or other facilities occupied and used by Owner and public without prior written permission from Owner and others having jurisdiction.
- G. Notify utilities prior to razing operations to permit them to disconnect, remove, or relocate equipment serving existing facilities.
- H. Protect existing utilities so they will continue to function during and after construction. Where interference with facilities occurs, cooperate with owner of utility and, if necessary, alter utility or facility to eliminate interference.
- I. Service Continuity:
 - 1. Perform Work so as not to interfere with Owner's operations.
 - 2. Provide and maintain continuous electrical, plumbing, and HVAC services to functioning portions of facilities during hours normally in use.
 - 3. Temporary outages are permitted during cutover work at such times and places as can be pre-arranged with Engineer and Owner. Keep such outages to minimum number and length. Make no outages without prior approval.
 - 4. Remove temporary equipment and materials when no longer required.
- J. Plant Operation:
 - 1. Maintain continuity of plant operation to functioning portions of existing plant.
 - 2. Temporary shutoff is permitted during cutover Work at such times and places as can be pre-arranged with Engineer and Owner. Keep such shutoffs to minimum number and length. Once Work has started on temporary shutoff, continue until Work is complete. Make no shutoffs without prior approval.
 - 3. Remove temporary equipment and materials when no longer required.

1.05 TEMPORARY ELECTRICAL AND MECHANICAL SERVICES

- A. Comply with Section 01 52 00.
- B. Electrical:
 - 1. Maintain existing electrical service to existing equipment until removed from service.
 - 2. Provide temporary electrical connections to new equipment if permanent wiring is not complete and equipment is required to be placed into service to continue operation of facility.
 - 3. Provide temporary electrical connections to temporary equipment or existing equipment that has been relocated, but is required to continue operation of facility.
- C. Mechanical:
 - 1. Maintain existing interior work area above 60°F.
 - 2. Provide weather protection, waterproofing, heat, and humidity control to prevent damage to remaining existing and new Work.

PART 2 – PRODUCTS

2.01 SALVAGED MATERIALS

- A. Whenever used by in the Documents, the term “salvage” shall indicate material or equipment to be retained by the Owner or to be reused in the Work.
- B. Salvage sufficient quantities of cut or removed material to replace damaged Work of existing construction or patch new Work when material not readily obtainable on current market.
- C. Salvage material and equipment to be retained by Owner or to be reused in Work:
 - 1. Structure 120: N-Tron switches and fiber patch panel located in SCC-MAIN (relocated)
 - 2. Structure 120: Fiber patch panel in SCC-A (relocated)
 - 3. Structure 120: Behind the cabinet VAC, AIR, NG, W1, HW and DI water piping (relocated)
 - 4. Structure 120: Owner will remove and salvage appliances including washer machine, dryer machine, refrigerators, dish washer and vending machines.
 - 5. Structure 120: Owner will remove and salvage lab equipment from Process Control Building.
 - 6. Structure 170: Power Panel (PP-1)
 - 7. Structure 120: Coordinate relocation of existing network hardware (including workstations) with Owner.
 - 8. Structure 150 and Structure 160: Diffusers from North and South Aeration Basins
 - 9. Site: Existing fence along Adler to be removed and salvaged as part of this project may be used during construction to maintain site security. Contractor shall remove and stack fence to be salvaged at location designated by Owner upon completion of project.
 - 10. Other items noted on Drawings.
- D. Salvaged materials and equipment shall be relocated on-site where indicated by Engineer.
- E. Prior to commencement of removal activities associated with the salvaging of equipment for either reuse by Owner, or reuse in Work, an inspection shall be completed by the Contractor, with the Owner and Engineer present. The inspection shall identify condition of components to be salvaged and itemize known or observed deficiencies. During the inspection, each component shall be photographically logged. A Salvaged Equipment Condition Report shall be submitted for approval by Owner and Engineer identifying condition of each component as “Good” or “Damaged”. Components identified as Damaged shall contain a description of extent of damage. Photo log shall be submitted electronically with file names matching equipment tag.
- F. Items to be salvaged for either reuse by Owner, or reuse in Work shall be removed with care to protect the existing condition of the component and ensure component can be reused in a different service. To the greatest extent possible, individual salvaged items shall be removed in one piece. Large items that have bolted connections may be disassembled to facilitate removal, but must be reassembled to same condition at location of storage. If disassembled location contained a gasketing material, a new gasket shall be provided and installed, reuse of the existing gasket will not be permitted unless specifically approved by Engineer.

2.02 PRODUCTS FOR PATCHING, EXTENDING, AND MATCHING

- A. Provide same products, salvaged materials, types of construction or finish as that in existing structure, as needed to patch, extend or match existing Work.

PART 3 – EXECUTION

3.01 PREPARATION

- A. Prior to alteration or demolition of facilities, accomplish following:
 - 1. Owner release of facility.
 - 2. Electrical, HVAC, process, and plumbing services rerouted or shut off outside area of Work.
 - 3. Salvage items scheduled for reuse in new Work or scheduled to be delivered to Owner.
 - 4. Survey and record condition of existing facilities to remain in-place that may be affected by Work. After Work complete, survey conditions again and restore facilities to original condition at no additional cost to Owner. Conduct surveys in presence of Engineer.
- B. Where new Work is to be installed or suspended concealing existing surfaces or spaces, Contractor shall remove foreign substances such as grease, sludge, and odoriferous material before starting Work.
- C. Where surfaces are to remain exposed, Contractor shall remove foreign substances such as grease, sludge, and odoriferous material.
- D. Coordinate alteration and demolition Work so new construction installed before, during, and after Work may commence without undue delay.

3.02 TEMPORARY ENCLOSURES

- A. Provide temporary weather tight enclosure for successive areas of buildings as Work progresses. To provide:
 - 1. Acceptable working conditions.
 - 2. Weather protection for materials.
 - 3. Allow for effective temporary heating.
 - 4. Prevent entry of unauthorized persons.
- B. Provide temporary enclosures to separate Work areas from areas of existing buildings occupied by Owner to prevent penetration of dust or moisture into occupied areas, to prevent damage to existing equipment, and to protect Owner's employees and operations.
- C. Use framing and sheet materials complying with structural and fire rating requirements of applicable codes and standards.
- D. Relocate as required by progress of construction, by storage or work requirements, and to accommodate requirements of Owner.
- E. Remove temporary enclosures when no longer required.

3.03 CUTTING AND PATCHING

- A. Cut finish surfaces such as masonry, tile, plaster or metals, by methods to terminate surfaces in smooth, straight line at natural point of division. Make cuts parallel with walls and/or floors.
- B. Make joints and finishes match adjacent or similar work.
- C. Do not cut or notch structural members without specific written approval of Engineer.

3.04 REMOVAL OPERATIONS

- A. Remove concrete, steel and masonry to extent indicated on Drawings.
- B. Remove equipment and appurtenances to extent indicated on Drawings.
- C. Remove utilities and piping to elevations and locations shown on Drawings and plug and seal permanently with steel cap, concrete plug, or other approved method in accordance with specified abandonment procedures.
- D. Remove abandoned utilities and underground piping within influence zone of proposed structures or piping.
- E. Where existing materials and equipment are removed or relocated, remove materials no longer used such as studs, straps, conduits, ducts, wires, anchors, and supports. Remove or cut off concealed or embedded materials and equipment to at least ¾ in. below final finished surface.
- F. Repair affected surfaces to conform to type, quality, and finish of adjacent surfaces.
- G. Dispose of removed items as specified herein.

3.05 DEMOLITION OPERATIONS

- A. Demolish existing structures including superstructure, foundation, footings, piles, utility drains, and other piping 18 in. below finished grade in landscaped areas, 36 in. below finished grade in paved areas, or as shown on Drawings.
- B. Provide drainage for structures demolished by cutting openings in floors of structures remaining in-place. Holes shall be 6 in. dia minimum, spaced at 20-ft centers maximum (minimum of 2 each confined area). Notify Engineer prior to backfilling structure remaining. Fill in accordance with Section 31 23 00.
- C. Demolish existing structures and their entire foundations when noted on the Drawings or when the existing structures fall within the influence zone of new structures as defined in Section 31 23 00.
- D. Plug or cap utility drains and other piping in accordance with specified abandonment procedures.
- E. Dispose of demolition debris as specified herein.

3.06 ABANDONMENT OPERATIONS

- A. Follow Detail C266 for pipe abandonment.
- B. Abandon utilities and piping within limits noted. Fully disconnect from portions of utility or piping remaining in service.
- C. Remove portions of utility or piping being abandoned within influence zone of proposed structures or piping.
- D. Provide compatible cap for pressurized piping. Provide thrust blocks for caps unless piping has fully restrained joints.
- E. Provide concrete plugs for gravity piping. Plug shall be Class B concrete in accordance with Section 03 30 00.

3.07 RESTORATION

- A. Where existing partitions are removed, patch floors, walls, and ceilings with finish materials matching existing to provide smooth planes without breaks, steps, or bulkheads. Trim and refinish doors as necessary to clear new floors or flooring material.
 - 1. Where change of plane of 2 in. or more occurs, notify Engineer and request direction.
- B. Patch and replace portions of existing finished surface damaged by Contractor's operations.
 - 1. Provide adequate support of substrate prior to patching finish.
 - 2. Refinish patched portions of painted or coated surfaces to produce uniform color and texture over entire surface.
 - 3. When existing surface finish cannot be matched, refinish entire surface to nearest intersection.
- C. When new Work abuts or finishes flush with existing Work, transition shall match existing adjacent Work in texture and appearance so patch or transition is not visible at a distance of 6 feet.
- D. When smooth transition is not possible, terminate existing surface along straight line at natural division, and provide appropriate trim.
- E. Clean and repair damage caused by installation or by use of temporary facilities.
 - 1. Remove foundations and underground installations used for construction aids.
 - 2. Grade areas affected by temporary installations to required elevations and slopes.
- F. Restore existing facilities used for temporary purposes to specified, or original, condition.

3.08 CLEANING

- A. Perform periodic cleaning and final cleaning as specified in Section 01 74 00.
 - 1. Clean Owner occupied areas daily.
 - 2. Clean spillage, overspray, and heavy collection of dust in Owner occupied areas immediately.
- B. At completion of alteration and demolition Work in each area, provide final cleaning and return space to condition suitable for use by Owner.

3.09 DISPOSAL

- A. Remove debris from site each day.
- B. Equipment and materials not scheduled to be salvaged or reused in new Work shall become property of Contractor to be disposed of in accordance with applicable laws.
- C. Debris and other undesirable and unsalvageable material resulting from alteration and demolition operations shall be legally disposed offsite.
- D. Remove and dispose of Solids Waste.

END OF SECTION

SECTION 01 45 29
TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.01 SUMMARY

- A. Testing and inspecting to be provided by the Contractor.
- B. Provide the services of a testing laboratory approved by Owner.
- C. Provide all tests and inspections required by governmental agencies having jurisdiction, and required by provisions of the Contract Documents.
- D. Perform additional tests as required by Engineer.
- E. Perform additional inspections, sampling, and testing required when initial tests indicate Work does not comply with Contract Documents.
- F. Specified inspections and/or tests may be waived only by the specific approval of Engineer, and such waivers will result in credit to the Owner equal to normal cost of such inspection and/or test.

1.02 PAYMENT

- A. Include within the Contract Price an amount sufficient to cover all testing and inspecting required under this Section, and to cover all testing and inspecting required by governmental agencies.
- B. The Owner will pay for additional testing and inspecting specifically requested by the Engineer when such tests indicate conformance with Contract Documents.
- C. When additional tests requested by Engineer, or initial tests, indicate noncompliance with the Contract Documents, all inspection, sampling, and testing and subsequent retesting occasioned by the noncompliance shall be performed by the testing laboratory and the costs thereof shall be paid by the Contractor.

1.03 SUBMITTALS

- A. Upon completion of each test and/or inspection, promptly submit written report of each test and inspection; one copy each to Engineer, Owner, material supplier, and Contractor, and one copy to record documents file. Each report shall include following:
 - 1. Date issued.
 - 2. Project title and number.
 - 3. Testing laboratory name, address, and telephone number.
 - 4. Name and signature of laboratory inspector.
 - 5. Date and time of sampling or inspection.
 - 6. Temperature and weather conditions if test performed in field.
 - 7. Date of test.
 - 8. Identification of product and Specification section.
 - 9. Location of sample or test in Project.
 - 10. Type of inspection or test.
 - 11. Results of tests and compliance with Contract Documents.
 - 12. Interpretation of test results, when requested by Engineer.

1.04 QUALIFICATIONS OF LABORATORY

- A. Meet requirements of ASTM E329.
- B. Authorized to operate in state where Project located.
- C. Testing equipment calibrated at reasonable intervals by devices of accuracy traceable to either the National Bureau of Standards or other accepted values of natural physical constants.

PART 2 – PRODUCTS

(NOT USED)

PART 3 - EXECUTION

3.01 TAKING SPECIMENS AND TESTING

- A. Except as may be specifically otherwise approved by Engineer, testing laboratory shall secure and handle all samples and specimens for testing and conduct testing.
- B. Comply with specified standards.

3.02 COOPERATION WITH TESTING LABORATORY

- A. Provide access to the Work at all times and at all locations where the Work is in progress. Provide facilities for such access to enable the laboratory to perform its functions properly.
- B. Notify laboratory sufficiently in advance of operations to allow laboratory assignment of personnel and scheduling of tests.
 - 1. When tests or inspections cannot be performed due to lack of such notice, reimburse Owner for laboratory personnel, travel expenses, and cost of test normally incurred.

END OF SECTION

SECTION 01 52 00
CONSTRUCTION FACILITIES

PART 1 - GENERAL

1.01 SUMMARY

- A. Temporary construction facilities required for the Work, including, but not limited to:
 - 1. Utilities including lighting and electricity, heat and water.
 - 2. Sanitary facilities.
 - 3. Fire protection.
 - 4. Roads.
 - 5. Security fencing.
 - 6. Enclosures.
 - 7. Parking.
 - 8. Project signs.
 - 9. Field office for Contractor's personnel.
- B. Maintain temporary facilities in proper and safe condition throughout progress of Work.
- C. Comply with federal, state, and local codes and regulations, and utility company requirements.

1.02 LAYOUT OF TEMPORARY FACILITIES

- A. Before starting Work, submit to Engineer, for approval, proposed layout of temporary facilities.
- B. Should Contractor require space in addition to that shown on Drawings, Contractor shall make arrangements for storage of materials and equipment in locations off Site.

PART 2 - PRODUCTS

2.01 TEMPORARY LIGHTING AND ELECTRICITY

- A. General:
 - 1. Temporary lighting shall be sufficient to enable Contractor and Subcontractors to complete Work and enable Engineer to observe Work. Illumination shall meet or exceed state code requirements.
- B. Temporary single phase electric power may be obtained from Owner's electrical system as follows:
 - 1. Coordinate power arrangements with Owner prior to mobilization.
 - 2. Power will not be provided by Owner for bypass pumping.
 - 3. No charge will be made for single phase electricity obtained from Owner's electrical system and used for construction.
 - 4. Provide electrical protection to prevent disruption of plant power from over-current, ground faults, and short circuits.
 - 5. If Contractor requires more than Owner's supply available, Contractor shall obtain an additional source of electric power and pay all costs for power from additional source.

C. Contractor's responsibilities:

1. Provide, maintain, and remove temporary electric service facilities.
2. Provide temporary electric systems and components in conformance with requirements of National Electric Code and local authorities.
3. Facilities exposed to weather shall be weatherproof type.
4. Enclosures shall be locked to prevent unauthorized access.
5. Provide lamps, wiring, switches, sockets, and similar equipment required for temporary lighting and power tools.
6. Provide electric service to temporary offices.

2.02 TEMPORARY HEAT

A. General:

1. Provide heating required for cold weather protection until structure is enclosed.
2. Provide heating required after enclosure of structure.
3. Except as otherwise called for, temperature shall be kept between 50°F and 75°F.
4. Heat shall be warm air from oil or gas-fired portable heaters suitably vented to outside.
5. Open salamander type heaters are not permitted.

B. Contractor's responsibilities:

1. Provide temporary heat, pay fuel costs and maintain heating units.
2. Provide adequate heat to all parts of structure.
3. Repair or replace materials damaged because of lack of heat.
4. Provide throwaway filters if permanent system used for temporary heat.

2.03 WATER FOR CONSTRUCTION

A. Owner will provide place for temporary connection to potable and non-potable water source at Site.

1. Provide temporary piping and pumping facilities required to bring water to point of use.
2. Owner to provide backflow preventer and hydrant meter for potable water sources to be used by the Contractor.
3. Install acceptable meter and pay for water used.

2.04 WATER FOR TESTING

A. Unless specifically stated otherwise in Specifications, Contractor shall provide water necessary for testing. Comply with requirements specified under WATER FOR CONSTRUCTION in this Section.

2.05 SANITARY FACILITIES

A. Do not use existing sanitary facilities.

B. Provide temporary sanitary facilities conforming to state and local regulations, in sufficient numbers for use of Contractor's and Subcontractor's employees.

C. Maintain in sanitary condition and properly supply with toilet paper.

2.06 TEMPORARY FIRE PROTECTION

- A. Provide and maintain minimum of one fire extinguisher on each floor of each building, and other fire protection equipment and devices as would be reasonably effective in extinguishing fires during early stages by personnel at Site.

2.07 TEMPORARY SITE AND OTHER ROADS

- A. Construct and maintain temporary roadways in snow free, ice free, driveable condition.
- B. Maintain existing roads used during construction free from accumulation of dirt, mud and construction debris. Roads shall be considered "maintained" when material has been removed by a sweeper. Multiple sweeper passes may be required to clean the existing surfaces sufficiently in Engineers opinion. Aggregate surfaced roads and drives will be considered "maintained" when dirt and soil contaminants in excess of 1" diameter have been removed and the total volume of contaminants remaining is estimated to be less than ¼ cubic foot. Contractor shall control dust from operations in all circumstances. Comply with dust control provisions in Section 01 57 19.
- C. Temporary granular paving used prior to final paving shall be maintained in smooth condition. Ruts, holes, washboarding, or other surface deformities shall be corrected immediately by filling or scraping. All maintenance work to maintain traffic on existing roads shall be finished with a vibratory roller to recompact the surface.
- D. Contractor shall repair or replace existing roads to original or better condition prior to Final Completion. Survey and record condition of existing roads prior to construction.

2.08 CONTRACTOR'S STAGING AND WORK AREA

- A. Construct and maintain staging area at location shown on Drawings.
- B. Prepare staging area as specified in Section 31 10 00. Provide minimum of 4-inches crushed stone surface.
- C. Work Area:
 - 1. Limit construction operations and storage of equipment and materials to areas shown on Drawings and as determined by Engineer.
 - 2. Except as provided herein, no sidewalk, private property, or other area adjacent to Site shall be used for storage of Contractor's equipment and materials unless prior written approval is obtained from legal owner of the respective locations.
 - 3. A reasonable amount of structural and other type material to be used during construction may, with written approval of agency having jurisdiction, be stored in streets or highways adjacent to Site, but only to an extent that is absolutely necessary to avoid delay in construction. A copy of written approval shall be submitted to Engineer. Such materials will not be allowed to accumulate but shall be replenished from day to day as required. Permission to store materials shall be revocable at any time. Contractor, if so ordered, shall immediately upon receipt of order, or within a time to be therein stated, remove such materials.
 - 4. Contractor shall maintain staging areas during construction in a manner that will not obstruct operations on any street areas. Work shall proceed in an orderly manner, maintaining construction Site and staging area free of debris and unnecessary equipment or materials.

2.09 SECURITY

- A. Security will not be provided by Owner.

- B. Contractor shall be responsible for loss or injury to persons or property where Work is involved, and shall provide security and take precautionary measures to protect Contractor's and Owner's interests.
- C. Provide and maintain temporary fencing of design and type needed to prevent entry onto Site by public. Existing fence along Adler to be removed and salvaged as part of this project may be used during construction to maintain site security. Contractor shall remove and stack fence to be salvaged at location designated by Owner upon completion of project.

2.10 ENCLOSURES

- A. Provide and maintain all enclosures, scaffolds, tarpaulins, canopies, warning signs, steps, platforms, bridges, and other temporary construction necessary for proper completion of Work.

2.11 PARKING

- A. Staging area and designated areas within construction limits may be used for parking of construction personnel's private vehicles and Contractor's lightweight vehicles.
- B. Do not allow heavy vehicles or construction equipment in parking areas.
- C. Make arrangements for additional parking off site as required.

2.12 CONTRACTOR'S FIELD OFFICES AND BUILDINGS

- A. If required by Contractor, erect where designated by Engineer, and maintain temporary field office for Contractor's use.
- B. Buildings shall be neat and well constructed, surfaced with plywood, siding, masonite, or other similar material, well painted and void of advertisements.

PART 3 – EXECUTION

3.01 GENERAL

- A. Maintain and operate systems to ensure continuous service for duration of construction.
- B. Modify and extend systems, as Work progress requires.

3.02 REMOVAL

- A. Completely remove temporary materials, equipment, signs, and structures when no longer required.
- B. In unfinished areas, clean and repair damaged caused by temporary installations or use of temporary facilities, restore drainage, and evenly grade, seed or plant as necessary to provide appearance equal to or better than original.
- C. In finished areas, restore existing or permanent facilities used for temporary services to specified, or original condition.

3.03 DAMAGE TO EXISTING PROPERTY

- A. Contractor is responsible for replacing or repairing damage to existing buildings, structures, sidewalks, roads, parking areas, and other existing assets.

- B. Contractor shall have option of having Owner contract for such Work and have cost deducted from Contract Price.

3.04 OWNER'S USE

- A. Upon acceptance of Work, or portion of work defined and certified as Substantially Complete by Engineer, and Owner commences full-time successful operation of facility or portion thereof, Owner will pay cost for utilities used for Owner's operation. Contractor shall continue to pay for utilities used until final acceptance of Work, except as provided herein. However, heat for building as required for construction purposes shall still be paid by Contractor unless, due to occupancy by Owner, more heat shall be required due to increased temperature or lengthened duration, in which case Owner will bear difference in cost.

END OF SECTION

SECTION 01 55 26
TRAFFIC CONTROL

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section includes warning signs and devices, temporary traffic signals, temporary pavement markings, guardrails, handrails, temporary fencing, flagpersons, and other equipment and materials required to protect vehicular and pedestrian traffic from construction activities.
- B. Traffic regulations shall comply with chapters and Sections of the referenced documents. References to measurements and payments in the reference documents are superceded by this Section and Section 01 22 00.
- C. Payment Procedures
 - 1. The Cost of Work specified in this Section shall be included in the Lump Sum Price on the Bid Form.

1.02 DEFINITIONS

- A. IDOT Standard Specifications: Illinois Department of Transportation, "Standard Specifications for Road and Bridge Construction", Current Edition.
- B. IDOT Traffic Safety Standards: Illinois Department of Transportation, "Illinois Highway Design Standards for Traffic Control", Current Edition.
- C. MUTCD: Federal Highway Administration, Manual on Uniform Traffic Control Devices.
- D. Maintaining Agency: Agency having maintenance jurisdiction over roadway or existing signals and may include City of Joliet.
- E. IDOT: Illinois Department of Transportation.

1.03 SUBMITTALS

- A. Traffic Control Schedule:
 - 1. Schedule of lane closures, street closures and sidewalk closings, partial closings, and detours.
 - 2. Update as necessary to keep Owner and Maintaining Agency informed of traffic routing.
- B. Owner and Maintaining Agency will review schedules and updates for maintenance of adequate traffic patterns within and through construction areas in conformance with agreed to conditions.
 - 1. Owner's and Maintaining Agency review and acceptance shall not be construed as confirming adequacy of protection measures proposed.
 - 2. Contractor will notify local residents of construction schedules and traffic plans. Contractor shall be solely responsible for full protection of public and Contractor's own forces.
- C. Submit in accordance with Section 01 33 00.

1.04 TRAFFIC CONTROL CONDITIONS

- A. Keep Work areas open to pedestrian and vehicular traffic to maximum extent practical.
- B. Provide minimum of 7-day notice before implementation of traffic restrictions.
- C. Provide safe passage to vehicular and pedestrian traffic at all times when traffic is allowed.
- D. Provide continuous access for emergency vehicles.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Traffic control materials shall conform to following reference documents:
 - 1. MUTCD.
 - 2. IDOT Standard Specifications.
 - 3. IDOT Traffic Safety Standards.

2.02 PERSONNEL

- A. Flagpersons shall be trained in accordance with State of Illinois regulations.

PART 3 – EXECUTION

3.01 TRAFFIC CONTROL SCHEDULE

- A. Traffic control plan and schedules for pedestrian and vehicular traffic control shall be compatible with construction procedures employed in each construction area as determined by Contractor.
 - 1. Incorporate construction sequencing to form continuous traffic control schedule.
 - 2. Include procedures for pedestrian and vehicular traffic routing and protection in immediate construction area and surrounding area during working and non-working hours.
 - 3. Schedule shall include:
 - a. Dates and duration of stages and closures.
 - b. Contractor's contact person(s) with 24-hour telephone number.
 - c. Contact agencies with telephone numbers as applicable: Owner, Maintaining Agency, Fire Department, Public Works Department, Police Department, Bus Companies, Schools, Hospitals, Transit Companies, Railroads, and other effected agencies.

3.02 GENERAL VEHICULAR TRAFFIC CONTROL REQUIREMENTS

- A. Provide traffic control for Work in or adjacent to streets and highways.
- B. Provide traffic control in following general locations:
 - 1. Streets or highways along or in which construction is occurring.
 - 2. Areas where construction vehicles are entering or leaving streets or highways.
 - 3. Roadways temporarily restricted to one-way travel.
 - 4. Unpaved trenches and other disturbed areas in pavement.

- C. Provide traffic control devices in accordance with following general conditions:
 - 1. Flashing light barricades, Type I or Type II, to channel traffic to undisturbed pavement.
 - 2. Flashing light barricades, Type III, to screen off disturbed areas and trenches from oncoming traffic.
- D. Provide temporary traffic signals when permanent traffic signals are disturbed by construction operations. Temporary signals shall have same general signaling sequence and indicator arrangement as permanent signals removed except as necessary to be compatible with construction operations and traffic control plan.
- E. Install temporary signals in other areas as necessary to protect public and aid travel of construction vehicles. Such installation shall be approved by Owner and appropriate Maintaining Agency.
- F. Provide temporary type pavement markings on replacement pavement surfaces. Temporary markings shall match approved traffic control plan or existing marking patterns as appropriate. Place temporary markings on all pavement surfaces as soon as practicable but no later than 24 hours after completion of previous days paving.
- G. Placement of signs and barricades shall proceed in direction of flow of traffic. Remove signs and barricades at end of construction area and proceed toward oncoming traffic unless otherwise approved by Owner or Maintaining Agency.
- H. Barricade and warning sign arrangements shall conform to IDOT Traffic Safety Standards, minimum.

3.03 SPECIFIC TRAFFIC CONTROL REQUIREMENTS

A. Adler Street

- 1. One lane open with flagpersons or temporary traffic signals to alternate traffic flow during working hours.
- 2. Work anywhere in right-of-way shall receive warning/barricading.

B. Edward Street

- 1. Traffic lane closures not permitted.

C. Intersection of Adler Street and Edward Street

- 1. A total of (3) three for (4) four hour duration each are permitted for pavement work.
- 2. Open to traffic to maximum practical extent.

D. Driveways

- 1. Limited to maximum of one 8 hour closure.
- 2. Open to traffic to maximum practical extent.

3.04 PEDESTRIAN TRAFFIC CONTROL

- A. Protect pedestrians and residents from construction operations and vehicular traffic traveling through construction area.
- B. Stockpiled materials shall not block streets, drives, sidewalks, and crosswalks.

- C. Grade backfilled trenches uniformly and install temporary pavements as required to permit safe crossing by vehicles. Install bridging and handrails where necessary for safe passage by pedestrians over sewer trenches or other disturbed surfaces.

END OF SECTION

SECTION 01 57 19
TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 - GENERAL

1.01 SUMMARY

- A. General requirements pertaining to abatement and control of environmental pollution arising from activities of Contractor and Subcontractors in performance of the Work of the Contract.
- B. Contractor, in executing Work, shall maintain work areas free from environmental pollution that would be in violation of federal, state or local regulations.

1.02 SUBMITTALS

- A. Submit Storm Water Discharge Plan in accordance with Section 01 33 00.

PART 2 – PRODUCTS

(NOT USED)

PART 3 - EXECUTION

3.01 GENERAL

- A. The land resources within boundaries of the Project, but outside the limits of permanent Work performed under this Contract shall be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the Project.
- B. Insofar as possible, confine activities to pertinent areas defined on the Drawings or elsewhere in the Contract Documents.
 - 1. Return construction areas to their preconstruction elevations except where surface elevations are otherwise noted to be changed.
 - 2. Maintain natural drainage patterns.
 - 3. Conduct construction activities in such a manner that ponding of stagnant water conducive to mosquito breeding habitat will not occur at any time.
- C. Land resources:
 - 1. Do not remove, cut, deface, injure, or destroy trees or other vegetation outside the Work area limits.
 - 2. Do not remove, cut, deface, injure, or destroy trees or other vegetation inside the Work area limits, designated to be preserved, except as permitted by Engineer.
 - 3. Land resources damaged by Contractor shall be promptly replaced or repaired to the approval of Engineer at Contractor's expense.

3.02 ARCHAEOLOGICAL FINDS DURING CONSTRUCTION

- A. There are no known archaeological remains at the Project site.
- B. Should skeletons, artifacts, or other archaeological remains be uncovered:
 - 1. Suspend operations of this Contract at the site of discovery.

2. Continue operations in other areas.
 3. Notify Engineer immediately of the finding.
- C. Should the discovery site require archaeological studies resulting in delays and/or additional work, Contractor will be compensated by an adjustment under pertinent provisions of the Contract.
- 3.03 PROTECTION OF STORM SEWERS
- A. Prevent construction materials, concrete, earth or other debris from entering existing storm sewers or sewer construction.
- 3.04 PROTECTION OF WATERWAYS
- A. Observe rules and regulations of State of Illinois and agencies of U.S. government prohibiting pollution of lakes, streams, rivers or wetlands by dumping of refuse, rubbish, dredge material or debris.
- 3.05 STORMWATER DISCHARGE
- A. Contractor shall comply with Notice of Intent and Construction Site Erosion Control and Storm Water Management Plan prepared in accordance with local ordinances.
1. Engineer will inspect construction site and Contractor shall make corrections or repairs required
 2. Contractor shall keep plan on site during the construction, available for review by.
- 3.06 DISPOSAL OF EXCESS EXCAVATED AND OTHER WASTE MATERIALS
- A. Excess excavated material not required or suitable for backfill and other waste material shall be disposed of in accordance with federal, state, and local regulations.
- B. In accordance with the Illinois Environmental Protection Act, 415 ILCS 5/22.51, Contractor shall obtain all certifications required by federal, state, and local regulation and by owner/operator of off-site disposal sites certifying that the excess excavated and other waste materials are uncontaminated. Certifications shall be made by a licensed professional engineer in accordance with federal, state, and local regulations. Contractor shall conduct tests and analyses in order to certify that excess excavated material and other waste materials are uncontaminated.
- C. Provide watertight conveyance of liquid, semi-liquid or saturated materials which tend to bleed during transport. Liquid loss from transported materials is not permitted, whether being delivered to construction site or hauled away for disposal.
- 3.07 PROTECTION OF AIR QUALITY
- A. Minimize air pollution by requiring use of properly operating combustion emission control devices on construction vehicles and equipment and encourage shutdown of motorized equipment not in use
- B. Do not burn trash on Site.
- C. If temporary heating devices are necessary for protection of Work, they shall not cause air pollution.
- 3.08 THAWING OF FROZEN GROUND

- A. Obtain permit from appropriate authority before building fire to thaw frozen ground, and comply with conditions of permit.
- B. Use fuel which does not create air pollution or inconvenience public
- C. Engineer reserves right to prohibit fires for thawing frozen ground whenever deemed undesirable.

3.09 USE OF CHEMICALS

- A. Chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, shall be approved by U.S. EPA or U.S. Department of Agriculture or any other applicable regulatory agency.
- B. Use and disposal of chemicals and residues shall comply with manufacture's instructions.

3.10 NOISE CONTROL

- A. Conduct operations to cause least annoyance to residents in vicinity of Work, and comply with applicable local ordinances.
- B. Equip construction equipment and other apparatus with mechanical devices necessary to minimize noise.
- C. Equip compressors with silencers on intake lines.
- D. Equip gasoline or oil-powered equipment with silencers or mufflers on exhaust lines.
- E. Line storage bins and hoppers with material that will deaden sounds.
- F. Route vehicles carrying rock, concrete, or other material over such streets as will cause least annoyance to public and do not operate on public streets between hours of 6:00pm and 7:00am, nor on Saturdays, Sundays or legal holidays, unless approved by Owner.

3.11 DUST CONTROL

- A. Take special care in providing and maintaining temporary roads, Owner's existing roads, and public roads used during construction operations in clean, dust free condition.
- B. Comply with local regulations for dust control. If Contractor's dust control measures are considered inadequate by Engineer, Engineer may require Contractor to take additional dust control measures.

3.12 FUELS AND LUBRICANTS

- A. Comply with local, state, and federal regulations concerning transportation and storage of fuels and lubricants.
- B. Fuel storage area location shall be approved by Owner prior to installation.
- C. Report spills or leaks from fueling equipment or construction equipment to Owner and cleanup as required.
- D. Owner may require Contractor to remove damaged or leaking equipment from Site.

END OF SECTION

SECTION 01 61 00
COMMON PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.01 SUBSTITUTE AND “OR EQUAL” ITEMS

- A. When equipment or material is specified by naming one or more manufacturers or suppliers followed by words “No Substitute is Permitted”, Contractor shall provide one of the named manufacturers or suppliers.
- B. “Or Equal” Items: For material or equipment specified by naming one or more suppliers or manufacturers followed by the words “Or Equal”, Contractor shall make submittal in accordance with Section 01 33 00. Engineer will review submittal in accordance with Supplementary Conditions.
- C. Substitute Items:
 - 1. For material or equipment specified by naming one or more suppliers or manufactures and not followed by the words “Or equal” or “No Substitute is Permitted”, Contractor shall submit “Request for Substitution” in accordance with General Conditions for material or equipment not specifically named.
 - 2. Requests for Substitution will be considered by Engineer, subject to Contractor’s representations and review provisions of Contract Documents, when one or more of the following conditions are satisfied.
 - a. Where required equipment or material cannot be provided within Contract Time, but not as result of Contractor’s failure to pursue Work promptly or coordinate various activities properly.
 - b. Where packaging of several items of equipment from single source will provide maintenance and coordination advantages to Owner.
 - c. When Contractor proposes to provide Owner with cost savings.
 - 3. If Engineer approves Contractor’s Request for Substitution, Contractor shall make submittal in accordance with Section 01 33 00.
- D. Conditions Which Are Not Substitutions:
 - 1. Contractor options provided for in Specifications.
 - 2. Revisions to Contract requested by Owner or Engineer.
 - 3. Contractor’s determination of and compliance with governing regulations, except as provided for in Contract Documents.

1.02 REUSE OF EXISTING MATERIAL

- A. Except as specifically indicated or specified, do not use removed materials and equipment in new Work. All material and equipment incorporated into the Work shall be new, and as specified, except as otherwise provided in the Contract Documents.
- B. For material and equipment specifically indicated or specified to be reused in new Work:
 - 1. Use special care in removal, handling, storage, and reinstallation to ensure proper function in completed Work.
 - 2. Provide for transportation, storage, and handling of products which require off-site storage, restoration, or renovation.

1.03 MANUFACTURER'S INSTRUCTIONS

- A. Installation of equipment and materials shall comply with manufacturer's written instructions. Maintain one set of complete instructions at job site. Distribute printed copies of instructions to parties involved in installation, including 1 copy to Engineer. Provide 1 electronic copy as a searchable, bookmarked PDF document to the Engineer.
- B. Handle, store, install, connect, clean, condition, and adjust materials and equipment in accordance with manufacturer's written instructions and in conformance with Specifications.
- C. If job conditions or specified requirements conflict with manufacturer's written instructions, consult Engineer for further direction. Do not proceed with Work without written instruction of Engineer.

1.04 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of material and equipment in accordance with Construction Progress Schedule.
- B. Deliver materials and equipment in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
- C. Protect bright-machined surfaces, such as shafts and valve faces, with heavy coat of grease prior to shipment.
- D. Immediately upon delivery, inspect shipments to ensure compliance with Contract Documents and approved submittals, and products have been protected and are undamaged.
- E. Provide equipment and personnel to handle materials and equipment by methods recommended by manufacturer to prevent soiling or damage to materials or equipment, or packaging.

1.05 STORAGE, PROTECTION, AND MAINTENANCE

- A. Store, protect, and maintain material and equipment in accordance with manufacturer's written instructions.
- B. Temporary storage areas and buildings shall conform to Section 01 52 00.
- C. Owner assumes no responsibility for damage or loss due to storage of materials and equipment.
- D. Interior Storage:
 - 1. Store with seals and labels intact and legible.
 - 2. Store materials and equipment subject to damage by elements in weather tight enclosures.
 - 3. Maintain temperature and humidity within ranges required by manufacturer.
- E. Exterior Storage:
 - 1. Store fabricated materials and equipment above ground, on blocking or skids, to prevent soiling or staining. Cover materials and equipment subject to deterioration with impervious sheet coverings. Provide ventilation to avoid condensation.

2. Store loose granular materials in well-drained area on solid surfaces to prevent mixing with foreign matter.
3. Store materials such as pipe, reinforcing steel, structural steel, and equipment on pallets or racks, off ground.

F. Inspection and Maintenance:

1. Arrange storage to provide easy access for inspection, maintenance, and inventory.
2. Make periodic inspections of stored materials and equipment to ensure materials and equipment maintained under specified conditions are free from damage or deterioration, and coverings are in place and in condition to provide required protection.
3. Perform maintenance on stored material and equipment in accordance with manufacturer's written instructions and in presence of Owner and Engineer.
 - a. Notify Engineer 24 hrs before performing maintenance.
 - b. Submit report of completed maintenance to Engineer with each Application for Payment.
 - c. Failure to perform maintenance, to notify Engineer, or to submit report may result in rejection of material or equipment.

G. Assume responsibility for protection of completed construction and repair and restore damage to completed Work.

H. Wheeling of loads over finished floors, with or without plank protection, not permitted in anything except rubber tired wheelbarrows, buggies, trucks or dollies. This applies to finished floors and exposed concrete floors, as well as those covered with other applied surfacing.

I. Where structural concrete is also finished surface, avoid marking or damaging surface.

1.06 SPECIAL TOOLS AND LUBRICATING EQUIPMENT

- A. Furnish, in accordance with manufacturer's recommendations, special tools and lubricating equipment required for checking, testing, parts replacement, and maintenance.
- B. Instruct Owner's operating personnel in operation, repair, and maintenance of equipment and use of special tools.

1.07 LUBRICATION

- A. Where lubrication is required for proper operation of equipment, incorporate necessary and proper provisions in equipment in accordance with manufacturer's requirements. Where possible, lubrication shall be automated and positive.
- B. Where oil is used, reservoir shall be of sufficient capacity to supply unit for 24-hr period.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Conform to applicable Specifications and standards. Comply with size, make, type, and quality specified or as approved on submittals.
- B. Design, fabricate, and assemble in accordance with engineering and shop practices standard with industry.

- C. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable. Two or more items of same kind shall be identical, by same manufacturer.
- D. Material and equipment shall be suitable for service conditions. Design so working parts are readily accessible for inspection and repair, and easily duplicated and replaced.
- E. Equipment capabilities, sizes, and dimensions shown or specified shall be adhered to, unless specifically approved in accordance with General Conditions.
- F. Equipment shall be adapted to best economy in power consumption and maintenance. Parts and components shall be portioned for stresses occurring during continuous or intermittent operation, and for additional stresses occurring during fabrication or installation.
- G. Do not use material or equipment for purpose other than for which it is designed or specified.

PART 3 – EXECUTION

3.01 GENERAL

- A. Include and pay for Supplier's services, including, but not limited to, those specified.
- B. Workday is defined as an 8-hr period during a calendar day. Workday for purposes of this section does not include travel to and from the Project Site.

3.02 FUNCTIONAL TESTING

- A. Perform functional testing to determine if equipment has been installed correctly and operates as intended. Functional testing shall include, but not be limited to, checking for proper rotation, alignment, speed, excessive vibration, and noisy operation. Equipment adjustment and calibration shall be performed to conform with Specifications, manufacturer's requirements and instructions, and industry standards. Functional testing shall be performed before Startup and Systems Demonstrations.

3.03 INSTALLATION SERVICES

- A. Where installation services are called for in Specifications, provide competent and experienced technical representatives of manufacturers' equipment and systems to resolve assembly or installation procedures attributable to, or associated with, equipment furnished.
- B. After equipment installation, manufacturer's representative shall inspect equipment for proper installation in accordance with manufacturer's instructions, equipment has been serviced with the proper lubricants, applicable safety equipment has been properly installed, and that proper electrical and mechanical connections have been made.
- C. Manufacturer's representative shall assist Contractor in performing functional testing.
- D. Provide "Certificate of Installation Services" stating that equipment has been properly installed, that functional testing has been performed, that proper adjustment and calibration has been made, and that equipment is ready for Startup and Systems Demonstration. Use form in Appendix and furnish two (2) copies to Engineer.

3.04 INSTRUCTIONAL SERVICES

- A. Provide in accordance with Section 01 79 30 – Instructional Services.

3.05 SYSTEMS DEMONSTRATIONS SERVICES

- A. Provide manufacturer's and Supplier's services as required to successfully complete the Work specified in Section 01 79 10 – SYSTEMS DEMONSTRATIONS.

3.06 POST STARTUP SERVICES

- A. After equipment or system has been in operation for at least 2 months, but not longer than 3 months, each equipment manufacturer or authorized equipment representative shall make a final inspection where so required by Specifications. Final inspection will provide assistance to Owner's personnel in making adjustments or calibrations required to ensure equipment or system is operating in conformance with design, manufacturer, and specifications.
- B. Provide "Certificate of Post Startup Services" cosigned by Owner and equipment representatives, verifying this service has been performed. Use form in Appendix and furnish 2 copies to Owner.

END OF SECTION

SECTION 01 74 00
CLEANING AND WASTE MANAGEMENT

PART 1 - GENERAL

1.01 SUMMARY

- A. Perform cleaning throughout construction period and at completion of Work.
- B. Refer to Specification sections for specific cleaning products or Work.
- C. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 - PRODUCTS

2.01 CLEANING MATERIALS AND EQUIPMENT

- A. Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material.
- B. Use only those cleaning materials which will not create hazards to property and persons.

PART 3 - EXECUTION

3.01 DURING CONSTRUCTION

- A. Comply with general Conditions.
- B. Provide on-site containers for collection and removal of waste materials, debris, and rubbish in accordance with applicable regulations.
- C. As required preparatory to installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using equipment and materials required to achieve the necessary cleanliness.
- D. Following the installation of finish floor materials, clean the finish floor daily (and more often if necessary) at all times while work is being performed in the space in which finish materials are installed.

3.02 FINAL CLEANING

- A. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from exposed interior and exterior surfaces.
- B. Wash and shine glazing and mirrors.
- C. Polish glossy surfaces to clear shine.
- D. Ventilating Systems:
 - 1. Clean permanent filters and replace disposable filters if units were operating during construction.
 - 2. Clean ducts, blowers, and coils if units were operated without filters during construction.

E. Electrical Systems:

1. Leave electrical equipment rooms broom clean.
2. Clean interior of panel cabinets, pull boxes, and other equipment enclosures.
3. Clean lighting fixtures, lamps, and other electrical equipment soiled during installation.
4. Touch-up paint or repaint finishes on electrical items delivered to Project with finished coat of paint. Engineer will make final determination of items to be repainted or touched-up.

F. Vacuum carpeted areas. Broom clean interior hard surface floors and exterior paved surfaces. Rake clean other surfaces of grounds.

G. Clean out existing or new sewers to remove sediment and other materials that have entered during construction.

H. Clean roads and streets used as haul roads during construction of accumulated material. Clean paved streets with water.

I. Prior to Final Completion or Owner occupancy, Contractor, with Engineer and Owner, shall conduct inspection of exposed interior and exterior surfaces and work areas to verify Work and Site is clean.

3.03 CLEANING DURING OWNER'S OCCUPANCY

A. Should the Owner occupy the Work or any portion thereof prior to its completion by the Contractor and acceptance by the Owner, responsibilities for interim and final cleaning shall be as determined by Engineer in accordance with the General Conditions.

3.04 CLEANING AND DISINFECTING OF HYDROPNEUMATIC TANKS

A. Clean thoroughly, using water under pressure, before disinfecting.

1. Isolate tank from system to avoid possibility of contaminating materials entering distribution system.

2. Cleaning shall:

- a. Remove deposits of foreign matter.
- b. Remove growths.
- c. Clean walls, floor and ceiling.
- d. Avoid damage to tank.
- e. Avoid contamination by workers and equipment.

3. Water used in cleaning tank shall be wasted before adding chlorinating agent.

B. After cleaning complete and before acceptance and placing tank into service, disinfect tank.

1. 24 hrs before filling tank, place water containing 50ppm chlorine in tank to depth that, when tank is full, resultant chlorine concentration shall be no less than 2ppm.

2. Fill tank.

3. Full tank shall stand for 24 hrs, after which tank may be put into service, providing safe samples obtained by Owner. Drain water used to disinfect tank as required to put tank into service.

4. If safe samples are not obtained using above procedure, add additional chlorine to full tank in amounts necessary to obtain safe sample.

5. Cost of water and chlorine for rechlorination of tank, if first attempt does not test safely, shall be Contractor's responsibility.

3.05 CLEANING OF TANKS

- A. Wet wells, tanks, and basins shall be washed down and swept before water is allowed to enter.

END OF SECTION

SECTION 01 78 23
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 SUMMARY

- A. To aid the continued instruction of Owner's operating and maintenance personnel, and to provide a positive source of information regarding products incorporated into the Work, furnish and deliver the Operation and Maintenance (O&M) data described in this Section and as specified in other sections of these Specifications.
- B. Engineer's review and acceptance of O&M data will be only for conformance with requirements of this section, for form of submittal and organization of data and completeness of information provided, but not for technical content or coordination between individual suppliers. Engineer will be sole judge of completeness of data.

1.02 PAYMENTS

- A. Progress payments for equipment delivered, stored or installed under these Contract Documents will not be made until copies of O&M data delivered to and approved by Engineer.
- B. Progress payments for control systems packaged with equipment will not be made until O&M data incorporated into equipment and control system manual delivered to and approved by Engineer.

1.03 REVIEW SUBMITTALS

- A. Submit electronic copy of complete O&M data to document management website for approval by Engineer within 30 days after Contractor receives approved Shop Drawings for equipment. The electronic formatted data shall contain all the information to be bound in O&M manuals. The information provided shall comply with the following requirements:
 - 1. The O&M manual shall be in searchable, bookmarked PDF format.
 - 2. Electronic O&M document shall be created with OCR (Optical Character Recognition) to allow for full alphanumeric recognition of printed characters
 - 3. Submit in accordance with Section 01 33 00.
- B. Electronic Media Label: Label each with "OPERATION AND MAINTENANCE INSTRUCTIONS" and following:
 - 1. Project Title: Eastside Wastewater Treatment Plant Phosphorus Removal.
 - 2. Name of equipment as set forth in Contract Documents.
 - 3. Specification section number for equipment as set forth in Contract Documents.
- C. Submit in accordance with Section 01 33 00.

1.04 FINAL SUBMITTAL

- A. After approval of the review submittal, submit 2 paper copies and 2 flash drives with searchable pdf of O&M data.
- B. Paper Copy Format:
 - 1. Size: 8-1/2 in. by 11 in., or 11 in. by 17 in. folded, with standard 3-hole punching.
 - 2. Paper: 20-lb minimum, white.

3. Text: Manufacturer's printed data or typewritten.
 4. Drawings:
 - a. Bind in text.
 - b. Fold larger drawings and place in text page size envelope bound into binder. Place identification on outside of envelope.
 5. Provide tabbed section dividers.
 - a. Provide title of section on divider.
 - b. Provide tab index in Table of Contents.
 6. Cover: Label each submittal cover with "OPERATION AND MAINTENANCE INSTRUCTIONS" and following:
 - a. Project Title: Eastside Wastewater Treatment Plant Phosphorus Removal.
 - b. Names of applicable buildings or structures as shown on Drawings in which equipment is located.
 - c. Name of equipment as set forth in Contract Documents.
 - d. Specification section number for equipment as set forth in Contract Documents.
 7. Binders:
 - a. Bind each submittal into a D-ring commercial quality binder with durable and cleanable plastic covers.
 - b. Filled to not more than 75% of capacity.
 - c. When multiple binders used, contents shall be organized into related groupings and each binder cover shall bear identification of specific content.
 - d. Label spine of binder with "OPERATION AND MAINTENANCE INSTRUCTIONS" and following:
 - i. Project Title: Eastside Wastewater Treatment Plant Phosphorus Removal.
 - ii. Name of equipment as set forth in Contract Documents.
 - iii. Specification section number for equipment as set forth in Contract Documents.
 8. Page number submittals.
- C. Electronic media copy format shall be as defined above.

1.05 QUALITY ASSURANCE

- A. In preparing data required by this section, use only personnel thoroughly trained and experienced in operation and maintenance of the described items, completely familiar with the requirements of this section, skilled in technical writing to the extent needed for communicating the essential data, and skilled in drafting to prepare required drawings.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

3.01 GENERAL

- A. Review O&M submittal and complete Form 1 to Section 01 78 23, CONTRACTOR SUBMITTAL FORM, in its entirety indicating requirements of this section have been met. Engineer will reject submittals without completed Form 1.

3.02 GENERAL CONTENT OF DATA

- A. Each submittal shall contain equipment data pertaining to not more than one Specification section number indicated in Contract documents.
- B. Title Sheet: First page inside cover listing following:
 - 1. Title: OPERATION AND MAINTENACE INSTRUCTIONS.
 - 2. Project Title: Eastside Wastewater Treatment Plant Phosphorus Removal.
 - 3. Names of applicable buildings or structures as shown on Drawings in which equipment is located.
 - 4. Name of equipment as set forth in Contract Documents.
 - 5. Specification section number for equipment as set forth in Contract Documents.
 - 6. Contractor's name, address, and telephone number.
 - 7. Subcontractor's name, address, and telephone number if equipment provided by Subcontractor.
 - 8. Purchase order number, manufacturer's shop order number or other such number required for parts and service.
 - 9. Manufacturer's name, address, and telephone number.
 - 10. Name, address, and telephone number for local source of parts and service.
- C. Product List: Immediately after title sheet. List of each product and major components, indexed to content of submittal, and identified by product name and model number as set forth by manufacturer and Specification section and article number.
- D. Table of Contents: Immediately following product list. Arrange in logical, systematic order and shall be at minimum a tabbed section index. Provide each tabbed section with table of contents for section.
- E. Product Data Sheets: Provide specification and catalog sheets showing configuration, manufacturer's specifications, models, options, and styles of equipment and major components being provided. Product data sheets shall show project specific information with inapplicable information deleted by removal. Insert in tabbed sections.
- F. Drawings:
 - 1. Supplement text with drawings to clearly illustrate following:
 - a. Product and components.
 - b. Relations of component parts of equipment and systems.
 - c. Control and flow diagrams.
 - 2. Drawings to be actual drawings of equipment from manufacturer. "Typical" drawings not acceptable, unless they accurately illustrate actual equipment.
- G. Special Information:
 - 1. Provide explanation of interrelationships of equipment and components, and effects one component has on another or system.
 - 2. Provide overall instructions and procedures for equipment tying in instructions and procedures for separate components into unified instructional package.
 - 3. Provide glossary of special terms used by manufacturer.
 - 4. Organize in consistent format under separate headings for different procedures.
 - 5. Provide logical sequence on instructions for each procedure.
- H. Warranty, Bond, or Service Contract.

1. Provide copy of each issued.
2. Provide information sheets to explain proper procedures in event of failure or malfunction to prevent voiding warranty or bond, and instances affecting validity of warranty or bond.

3.03 SPECIFIC CONTENT OF DATA

A. Specific content, for each unit of equipment and system, shall include following:

1. Description of Unit and Component Parts:
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data, and tests as applicable.
 - c. Complete nomenclature and commercial number of replacement parts.
 - d. Complete nameplate data.
 - e. P&ID numbers for equipment as set forth in Contract Documents.
2. Operating Procedures:
 - a. Startup, break-in, and normal operating instructions.
 - b. Regulation, control, stopping, shutdown, and emergency instructions.
 - c. Summer and winter operating instructions.
 - d. Special operating instructions.
3. Maintenance Procedures:
 - a. Routine maintenance operations.
 - b. Guide to troubleshooting.
 - c. Disassembly, repair, and reassembly instructions.
 - d. Alignment, adjusting, and checking instructions.
4. Servicing and Lubrication Schedule:
 - a. List of lubricants required and quantity to be applied.
 - b. Schedule of lubrication.
 - c. Schedule for other routine maintenance.
5. Manufacturer's printed instructions regarding safety precautions for both protection of personnel and prevention of damage to equipment.
6. Description of sequence of operation of controls.
7. Manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
8. Recommended spare parts to be stocked, and quantity.
9. Predicted life of parts.
10. Control diagrams (ladder diagrams, instrumentation loop diagrams, and electrical schematics as appropriate).
11. Bill of material.
12. Completed EQUIPMENT DATA FORM typewritten on copy of Form 2 to Section 01 78 23. (Example of completed form is Form 3 to Section 01 78 23.)
13. Other data as required under pertinent section of Specifications.

B. Specific content for each electric and electronic system, as applicable to equipment.

1. Description of System and Component Parts:
 - a. Function, normal operating characteristics, and limiting conditions.

- b. Performance curves, engineering data, rating tables, and tests as applicable.
 - c. Complete nomenclature and commercial number of replaceable parts.
 - d. Complete nameplate data.
 - e. P&ID numbers for equipment as set forth in Contract Documents.
2. Circuit Directories of Panelboards:
- a. Electrical service.
 - b. Controls.
 - c. Communications.
3. Complete instrumentation loop diagrams with tabulated listing of components in each control circuit or loop.
4. Operating Procedures:
- a. Routine and normal operating instructions.
 - b. Sequences required.
 - c. Special operating instructions.
5. Maintenance Procedures:
- a. Routine maintenance operations.
 - b. Guide to troubleshooting.
 - c. Disassembly, repair, and reassembly instructions.
 - d. Adjustment and checking instructions.
6. Manufacturer's printed instructions regarding safety precautions for both protection of personnel and prevention of damage to equipment.
7. Recommended spare parts to be stocked, and quantity.
8. Other data as required under pertinent sections of Specifications.
- C. Prepare and include additional data when need for such data becomes apparent during instruction of Owner's personnel.

**FORM 1 TO SECTION 01 78 23
CONTRACTOR SUBMITTAL FORM**

TO: (Engineer) (Address) (Attn:)		DATE	
		SPECIFICATION SECTION TITLE	
		SECTION NO.	
FROM: (Contractor) (Address)		MANUFACTUER/ VENDOR	
		NO. OF COPIES	

GENTLEMEN:

We have checked the O&M data submittal dated _____ and have found it to be in accordance with Specification Section 01 78 23 and as noted below.

Signature of Contractor

	Provided	Not Applicable	Page No.
FORMAT			
Size: 8-1/2 x 11 or 11 x 17			
Paper: 20-lb min, white			
Text: Printed data / typewritten			
Drawings:			
Standard size bound in text			
Text-size labeled envelopes			
Tabbed Section Dividers			
Cover:			
Title			
Project title			
Building / structure name			
Equipment name			
Specification section no.			
Binders: Plastic cover			
Pages: Numbered			

**FORM 1 TO SECTION 01 78 23
CONTRACTOR SUBMITTAL FORM**

	Provided	Not Applicable	Page No.
GENERAL CONTENT			
One Specification Section			
Title Sheet:			
Title			
Project title			
Building / structure name			
Equipment name			
Specification section no.			
Contractor ID			
Subcontractor ID			
Purchase order data			
Manufacturer ID			
Service / parts supplier ID			
Product List			
Table of Contents			
Product Data Sheets: Tabbed sections			
Drawings:			
Illustrate product and components			
Control and flow diagrams			
Special Information:			
Interrelationships of equipment and components			
Unified instruction package			
Glossary			
Instructions organized in consistent format			
Instructions in logical order			
Warranty, Bond, Service Contract			

**FORM 1 TO SECTION 01 78 23
CONTRACTOR SUBMITTAL FORM**

Page 3 of 5

	Provided	Not Applicable	Page No.
SPECIFIC CONTENT (EQUIPMENT / SYSTEM)			
Description of Unit and Components:			
Equipment function			
Normal operating characteristics			
Limiting conditions			
Performance curves			
Engineering data			
Test data			
Replaceable parts list			
Nameplate data			
P&ID numbers			
Operating Procedures:			
Startup			
Normal operation			
Regulation and control			
Stopping and shutdown			
Emergency			
Seasonal operation			
Special instructions			
Maintenance Procedures			
Routine			
Troubleshooting			
Disassembly / repair / reassembly			
Adjustment and checking			
Service and Lubrication:			
List of lubricants			
Lubrication schedule			
Maintenance schedule			
Safety Precautions / Features			
Sequence of Operation of controls			
Assembly Drawings			
(Continued)			

**FORM 1 TO SECTION 01 78 23
CONTRACTOR SUBMITTAL FORM**

Page 5 of 5

	Provided	Not Applicable	Page No.
SPECIFIC CONTENT (ELECTRIC / ELECTRONIC)			
Description:			
Equipment Function			
Normal operating characteristics			
Performance curves			
Engineering data			
Test data			
Replaceable parts list			
Nameplate data			
P&ID numbers			
Panelboard Directories			
Electrical			
Controls			
Communications			
Instrumentation Loops:			
Diagrams			
Components each circuit / loop			
Operating Procedures			
Normal operation			
Sequences			
Special instructions			
Maintenance Procedures:			
Routine			
Troubleshooting			
Disassembly / repair / reassembly			
Adjusting and checking			
Safety Precautions / Features			
Spare Parts List			
Additional Data			

**FORM 2 TO SECTION 01 78 23
EQUIPMENT DATA FORM**

Page 1 of 4

PROJECT NAME			
CONTRACT NO.			
CONTRACTOR			
EQUIPMENT NO.		ASSET NO.*	
DESCRIPTION		MAINT. NO.*	
LOCATION			
MANUFACTURER			
PURCHASED FROM			
VENDOR ORDER NO.			
DATE OF PURCHASE		PURCHASE PRICE	\$
LOCAL SUPPLIER			
ADDRESS			
PHONE NO.			
MODEL NO.			
NO. OF UNITS			
SERIAL NUMBERS			
*By Owner			

**FORM 2 TO SECTION 01 78 23
EQUIPMENT DATA FORM**

Page 2 of 4

EQUIPMENT NO.		ASSET NO.*	
DESCRIPTION		MAINT. NO.*	
NAMEPLATE DATA			
ELECTRIC MOTOR		PUMP / HVAC UNIT	
MANUFACTURER		MANUFACTURER	
TYPE	[]AC []DC	TYPE	
HORSEPOWER		SIZE	
RPM		CAPACITY	
VOLTAGE		PRESSURE	
AMPERAGE		ROTATION	
PHASE		IMPELLER SIZE	
FRAME		IMPELLER MATL.	
DRIVE / REDUCER		OTHER (I&C)	
MANUFACTURER		MANUFACTURER	
TYPE	[]GEAR	TYPE	
	[]V-BELT	SIZE	
	[]CHAIN		
	[]VARIDRIVE		
SERVICE FACTOR		CAPACITY	
RATIO		RANGE	
*By Owner			

**FORM 2 TO SECTION 01 78 23
EQUIPMENT DATA FORM**

LUBRICATION / RECOMMENDED SPARE PARTS LIST

EQUIPMENT NO.		ASSET NO.*	
DESCRIPTION		MAINT. NO.*	

LUBRICANT LIST

REFERENCE SYMBOL	LUBRICANT TYPE (MILITARY STANDARD)	RECOMMENDED LUBRICANT AND MANUFACTURER
List of symbols in "Maintenance Operation"	List general lubrication type.	List specific lubrication name, viscosity, and manufacturer.

RECOMMENDED SPARE PARTS LIST

PART NO.**	DESCRIPTION	UNIT	QUANTITY	UNIT COST

ADDITIONAL DATA AND REMARKS

*By Owner
 **Identify parts provided by this contract with two asterisks.
 Note: Attach additional sheets if necessary.

“EXAMPLE”
FORM 3 TO SECTION 01 78 23
EQUIPMENT DATA FORM

PROJECT NAME	Anytown WWTP		
CONTRACT NO.	10023		
CONTRACTOR	Built-to-Last		
EQUIPMENT NO.	P-8-6-5, P-8-6-6	ASSET NO.*	
DESCRIPTION	Feed Pumps	MAINT. NO.*	
LOCATION	Chemical Building		
MANUFACTURER	Pumptech		
PURCHASED FROM	Suppliers Inc.		
VENDOR ORDER NO.	SI-1324-aa		
DATE OF PURCHASE	May 7, 1997	PURCHASE PRICE	\$1,200
LOCAL SUPPLIER	Helpful Tech.		
ADDRESS	464553 N. Balyor, Outthere, Ohio 45362		
PHONE NO.	354-576-9876		
MODEL NO.	CC-2-5674		
NO. OF UNITS	2		
SERIAL NUMBERS	P674A123456-A / P674A123456-B		
*By Owner			

"EXAMPLE"
FORM 3 TO SECTION 01 78 23
EQUIPMENT DATA FORM

EQUIPMENT NO.	P-8-6-5, P-8-6-6	ASSET NO.*	
DESCRIPTION	Feed Pumps	MANIT. NO.*	
NAMEPLATE DATA			
ELECTRIC MOTOR		PUMP / HVAC UNIT	
MANUFACTURER	Westinghouse	MANUFACTURER	Pumptech
TYPE	[X]AC []DC	TYPE	Centrifugal
HORSEPOWER	25	SIZE	2 inch
RPM	2000	CAPACITY	9 gpm
VOLTAGE	460	PRESSURE	14 psig
AMPERAGE	1.4 FL	ROTATION	CW
PHASE	3	IMPELLER SIZE	NA
FRAME	28a	IMPELLER MATL.	NA
DRIVE / REDUCER		OTHER (I&C)	
MANUFACTURER	Westinghouse	MANUFACTURER	
TYPE	[X]GEAR	TYPE	
	[]V-BELT	SIZE	
	[]CHAIN		
	[]VARIDRIVE		
SERVICE FACTOR		CAPACITY	
RATIO	1:1	RANGE	
*By Owner			

"EXAMPLE"
FORM 3 TO SECTION 01 78 23
EQUIPMENT DATA FORM

LUBRICATION / RECOMMENDED SPARE PARTS LIST

EQUIPMENT NO.	P-8-6-5, P-8-6-6	ASSET NO.*	
DESCRIPTION	Feed Pumps	MAINT. NO.*	

LUBRICANT LIST

REFERENCE SYMBOL	LUBRICANT TYPE (MILITARY STANDARD)	RECOMMENDED LUBRICANT AND MANUFACTURER
List of symbols in "Maintenance Operation"	List general lubrication type.	List specific lubrication name, viscosity, and manufacturer.
1	Lithium base grease	Texaco TH268

RECOMMENDED SPARE PARTS LIST

PART NO.**	DESCRIPTION	UNIT	QUANTITY	UNIT COST
**2-567-098	Mechanical seal	1	1	
3-987-456567	O-Ring	1	2	\$6.75

ADDITIONAL DATA AND REMARKS

*By Owner
 **Identify parts provided by this contract with two asterisks.
 Note: Attach additional sheets if necessary.

END OF SECTION

SECTION 01 78 39
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. Throughout progress of the Work, maintain an accurate record of changes in the Contract Documents.
- B. Maintain at Site one record copy of:
 - 1. Drawings.
 - 2. Project Manual.
 - 3. Addenda.
 - 4. Change Orders and other modifications to Contract.
 - 5. Engineer Field Orders, written instructions, or clarifications.
 - 6. Approved Shop Drawings and other Work-related submittals.
 - 7. Field modifications made to equipment by Contractor, Subcontractors and Suppliers.
 - 8. Field test records.
 - 9. Construction photographs.
 - 10. Associated permits.
 - 11. Certificates of inspection and approvals.

1.02 PAYMENTS

- A. Progress payments will not be made until the Contractor has demonstrated to the Engineer that a marked up set of Drawings is being satisfactorily maintained on the site and is available for Engineer's review as specified herein.

1.03 SUBMITTALS

- A. Prior to Substantial Completion, submit revised operation and maintenance data for field modifications made by Contractor, Subcontractors, and Suppliers. Revised operation and maintenance data shall include electronic files and paper copies.
- B. Prior to Substantial Completion, submit revised copies of approved Shop Drawings and other Work-related submittals for equipment modified in field by Contractor, Subcontractors, and Suppliers.
- C. Prior to submitting request for substantial completion, deliver one complete coordinated marked up set of Drawings to Engineer for use in preparation of record drawings.
- D. Prior to submitting request for final payment, submit the remaining Project Record Documents to Engineer for Owner.
- E. Accompany submittals with transmittal letter containing following:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Title of record document.
 - 5. Signature of Contractor or authorized representative.

PART 2 – PRODUCTS

(NOT USED)

PART 3 - EXECUTION

3.01 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and Samples in Contractor's field office apart from documents used for construction.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide secure storage space for storage of Samples.
- B. Maintain documents in clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- C. Label each document "PROJECT RECORD" in neat, large letters.
- D. Make documents and samples available for inspection by Engineer and Owner.
- E. Failure to properly maintain record documents may be reason to delay a portion of progress payments until records comply with Contract Documents.

3.02 RECORD DRAWINGS

- A. Maintain one record set of Drawings legibly annotated to show all changes made during construction and the final location of all underground piping and utilities.
 - 1. The marked up set of Drawings shall be a compilation of all of the changes made by all of the trades involved. Individual sets from the various subcontractors will not be accepted.
 - 2. The marked up set of Drawings shall graphically show the changes. Reference to RFI's, Change Orders, Field Orders, etc. will not be accepted.
 - 3. The marked up set of Drawings shall incorporate changes made to the primary drawings, and shall include the corresponding changes made to the ancillary drawings.
 - 4. Changes made to the process drawings, electrical drawings, and I&C drawings shall be depicted on the P&ID's.
- B. Record information concurrently with construction progress.
- C. Drawings:
 - 1. Graphically depict changes by modifying or adding to plans, details, sections, elevations, or schedules.
 - 2. Using a red colored pencil or pen, clearly describe the changes by graphic line and note as required. Provide supplemental photographs where required to clarify drawing mark up.
 - 3. Note the following:
 - a. Depths of various elements of foundation in relation to finished first floor elevation.
 - b. Horizontal and vertical locations of underground cable, conduit, duct runs, underground utilities and appurtenances, and underground piping referenced to visible and accessible features. These features shall be located where they leave or enter any structure and at changes in horizontal or vertical direction. The invert

elevation of piping and the top of conduit or duct banks shall be noted. GPS coordinates may be used.

- c. Field changes.
- d. Details not on original Drawings.
- e. Location and identification of exposed interior piping, including those shown schematically on Drawings.
- f. Location and size of equipment including connections.
- g. Departures from original Drawings.

END OF SECTION

SECTION 01 79 10
SYSTEMS DEMONSTRATIONS

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Before Substantial Completion is considered, Contractor shall demonstrate satisfactory operation of specific equipment systems and associated facilities. Conduct demonstrations on systems listed below. Each system shall include facilities listed and associated structures, channels, conduits, piping, valves, gates, electrical, instrumentation, water, and other utilities necessary for system operation.
1. System 1 – Alum Pumping System shown on Drawing No. 009-N-1.
 - a. Alum storage and pumping facilities shown on Drawing No.009-N-1.
 2. System 2 – W2 Booster Pump System.
 - a. W2 booster pump facilities shown on Drawing No. 009-N-2.
 3. System 3 – W3 Booster Pump System.
 - a. W3 booster pump facilities shown on Drawing No. 009-N-2.
 4. System 4 – Polymer Prep and Aging System
 - a. Polymer prep skid shown on Drawing No. 009-N-3.
 - b. Polymer aging skid shown on Drawing No. 009-N-3.
 5. System 5 – Polymer Feed Systems.
 - a. Polymer feed system facilities shown on Drawing No. 009-N-4.
 6. System 6 – Gravity Belt Thickeners System.
 - a. Gravity belt thickener facilities shown on Drawing No. 009-N-5.
 - b. Flow control valves and polymer mixing assembly shown on Drawing No. 009-N-5.
 - c. Thickened sludge pump facilities shown on Drawing No. 009-N-6
 - d. Discharge chute flush valves shown on Drawing No. 009-N-6.
 7. System 7 – Process Drain Pump Station System.
 - a. Process drain pump station facilities shown on Drawing No. 009-N-7.
 8. System 8 – Odorous Air System.
 - a. Odorous air system facilities shown on Drawing No. 009-N-8.
 9. System 9 – South Aeration Basin Mixers / Aeration / Orp Analyzer / Dissolved Oxygen Analyzer - Tank 1 System
 - a. South Aeration Basin Mixers / Aeration / Orp Analyzer / Dissolved Oxygen Analyzer facilities for Tank 1 shown on Drawing No. 009-N-9 and 009-N-11.

10. System 10 – South Aeration Basin Mixers / Aeration / Gates / Valves / Orp Analyzer / Dissolved Oxygen Analyzer - Tank 2 System
 - a. South Aeration Basin Mixers / Aeration / Gates / Valves / Orp Analyzer / Dissolved Oxygen Analyzer facilities for Tank 2 shown on Drawing No. 009-N-9 and 009-N-11.
11. System 11 – South Aeration Basin Mixers / Aeration / Gates / Valves / Orp Analyzer / Dissolved Oxygen Analyzer - Tank 3 System
 - a. South Aeration Basin Mixers / Aeration / Gates / Valves / Orp Analyzer / Dissolved Oxygen Analyzer facilities for Tank 3 shown on Drawing No. 009-N-9 and 009-N-11.
12. System 12 – South Aeration Basin Mixers / Aeration / Gates / Valves / Orp Analyzer / Dissolved Oxygen Analyzer - Tank 4 System
 - a. South Aeration Basin Mixers / Aeration / Gates / Valves / Orp Analyzer / Dissolved Oxygen Analyzer facilities for Tank 4 shown on Drawing No. 009-N-9 and 009-N-11.
13. System 13 – South Aeration Basin Mixers / Aeration / Orp Analyzer / Dissolved Oxygen Analyzer - Tank 5 System
 - a. South Aeration Basin Mixers / Aeration / Orp Analyzer / Dissolved Oxygen Analyzer facilities for Tank 5 shown on Drawing No. 009-N-9 and 009-N-11.
14. System 14 – South Aeration Basin Mixers / Aeration / Orp Analyzer / Dissolved Oxygen Analyzer - Tank 6 System
 - a. South Aeration Basin Mixers / Aeration / Orp Analyzer / Dissolved Oxygen Analyzer facilities for Tank 6 shown on Drawing No. 009-N-9 and 009-N-11.
15. System 15 – North Aeration Basin Mixers / Aeration / Orp Analyzer / Dissolved Oxygen Analyzer - Tank 7 System
 - a. North aeration basin Mixers / Aeration / Orp Analyzer / Dissolved Oxygen Analyzer facilities for Tank 7 shown on Drawing No. 009-N-10 and 009-N-11.
16. System 16 – North Aeration Basin Mixers / Gates / Valves / Orp Analyzer / Dissolved Oxygen Analyzer - Tank 8 System
 - a. North Aeration Basin Mixers / Gates / Valves / Orp Analyzer / Dissolved Oxygen Analyzer facilities for Tank 8 shown on Drawing No. 009-N-10 and 009-N-11.
17. System 17 – North Aeration Basin Mixers / Gates / Valves / Orp Analyzer / Dissolved Oxygen Analyzer - Tank 9 System
 - a. North Aeration Basin Mixers / Gates / Valves / Orp Analyzer / Dissolved Oxygen Analyzer facilities for Tank 9 shown on Drawing No. 009-N-10 and 009-N-11.
18. System 18 – North Aeration Basin Mixers / Gates / Valves / Orp Analyzer / Dissolved Oxygen Analyzer - Tank 10 System
 - a. North Aeration Basin Mixers / Gates / Valves / Orp Analyzer / Dissolved Oxygen Analyzer facilities for Tank 10 shown on Drawing No. 009-N-10 and 009-N-11.
19. System 19 – North Aeration Basin Mixers / Aeration / Orp Analyzer / Dissolved Oxygen Analyzer - Tank 11 System

- a. North aeration basin Mixers / Aeration / Orp Analyzer / Dissolved Oxygen Analyzer facilities for Tank 11 shown on Drawing No. 009-N-10 and 009-N-11.
 - 20. System 20 – North Aeration Basin Mixers / Aeration / Orp Analyzer / Dissolved Oxygen Analyzer - Tank 12 System
 - a. North aeration basin Mixers / Aeration / Orp Analyzer / Dissolved Oxygen Analyzer facilities for Tank 12 shown on Drawing No. 009-N-10 and 009-N-11.
 - 21. System 21 – Ortho Phosphate Analyzer System.
 - a. Ortho phosphate analyzer facilities shown on Drawing No. 009-N-12.
 - 22. System 22 – Plant Gate and Security System.
 - a. Plant gate and security facilities shown on Drawing No. 009-N-13.
 - 23. System 23 – Miscellaneous Systems
 - a. All facilities shown on Drawing No. 009-N-14.
 - 24. System 24 – Miscellaneous Systems
 - a. All facilities shown on Drawing No. 009-N-15.
 - 25. System 25 – Portable Dewatering Centrifuge
 - a. All facilities required per Section 46 76 33.
- B. Preliminary:
- 1. Before Contractor begins Systems Demonstrations, the following Work shall be complete:
 - a. Electrical systems testing as specified in Section 26 01 26.
 - b. Installation services specified in Section 01 61 00.
 - c. Operation and maintenance (O&M) data in accordance with Section 01 78 23 has been submitted to and approved by Engineer.
 - d. Process control system testing as specified in Section 40 61 21.
 - e. Application software programming by Systems Integrator.
 - f. Instructional Services specified in Section 01 79 30.
 - g. Substantial Completion of building plumbing, HVAC, lighting, CCTV system, public address system, telecommunications system and building access control system.
 - 2. Contractor shall provide services of qualified, certified representatives of Suppliers to be present at Project Site as necessary to successfully complete Systems Demonstrations.
 - 3. Contractor shall submit evidence of the representative's certification and qualifications to the Engineer for review and approval 30 days prior to the start of Systems Demonstrations.
- C. Coordination:
- 1. Designate representative of Contractor to be responsible for Systems Demonstrations.
 - 2. Contractor shall submit schedule of Systems Demonstrations for review by Engineer and Owner 30 days prior to Systems Demonstrations.
 - 3. Notify Engineer at least 7 days before Systems Demonstrations are to begin.
 - 4. Reschedule cancelled Systems Demonstrations 7 days in advance.

1.02 SUBMITTALS

A. Reports:

1. Prepare report for each system on results and activities encompassing system demonstration. Submit report within two working days of completion of System Demonstration.
2. Report shall describe operational conditions; daily results of systems operation; dates and names of people involved and observing operation; and statement regarding system ability to meet operational criteria.

B. Submit in accordance with Section 01 33 00.

PART 2 – PRODUCTS

(Not Used)

PART 3 – EXECUTION

3.01 SYSTEMS DEMONSTRATIONS

A. Demonstrate operation and performance of each system for 7 consecutive days.

1. Where no specific performance requirements are stated in Specifications, demonstrate to show equipment operates in accordance with acceptable industry standards for application of equipment.
2. System Demonstration shall show equipment operates within manufacturer's tolerances for noise and vibration, equipment is responsive to manual and automatic controls, control and protective devices are properly set, and equipment operates on controlled or intermittent basis when such operation is intended.
3. Demonstrate proper function and process control for each control point, alarm, and safety lockout system.

B. Temporary facilities and services are Contractor's responsibility. Contractor shall provide temporary facilities and services as required to complete testing and systems demonstrations. Contractor shall also provide required equipment maintenance during the time between the systems demonstration testing and the issuance of a Certificate of Substantial Completion.

C. For each system, Engineer will consider system demonstration successful and complete when system operates properly for 7 consecutive days without significant interruption.

D. If, in Engineer's opinion, system is not operating properly at any time during System Demonstration, Contractor shall stop demonstration and adjust, calibrate, or replace material and equipment as required to correct problem. After corrections have been made, restart System Demonstration and operate system for 7 consecutive days without significant interruption.

3.02 SUBSTANTIAL COMPLETION

A. Engineer will not consider Work substantially complete until Systems Demonstrations have been successfully completed.

END OF SECTION

SECTION 01 79 20
ELECTRICAL SYSTEM DEMONSTRATIONS

PART 1 - GENERAL

1.01 SUMMARY

- A. Demonstrate proper operation of electrical systems and equipment in presence of Engineer.

1.02 SUBMITTALS

- A. Demonstration log.
- B. Submit in accordance with Section 01 33 00.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

3.01 PERFORMANCE

- A. Demonstrations:
 - 1. Each piece of equipment.
 - 2. Each integrated system.
- B. Demonstration Log:
 - 1. Keep log of individual demonstrations.
 - 2. Data:
 - a. Date and time of demonstration.
 - b. Owner's representative.
 - c. Equipment or system demonstrated.
 - d. Result of demonstration.
 - 1) Success or fail.
 - 2) If failure, description of failure.
 - 3) Corrective action taken.
 - 4) Redemonstration result.

END OF SECTION

SECTION 01 79 30
INSTRUCTIONAL SERVICES

PART 1 – GENERAL

1.01 SUMMARY

A. Section includes:

1. Training manuals.
2. Classroom instructions.
3. Field hands-on training.
4. Other activities to provide comprehensive training program.

1.02 SUBMITTALS

A. Training Program:

1. Submit proposed training program to electronic document management system, including student training manual and instructor guide, for review by Engineer.
2. After training program is approved by Engineer, and at least 30 days prior to training, submit 10 student training manuals, one reproducible student training manual, and one instructor guide.
3. The reproducible student-training manual shall be non-bound and not folded for reproduction in a standard copy machine. The reproducible manual shall be packaged under a protective cover, all pages shall be paper clipped together, in order, using appropriately sized binder clips.

B. Resumes:

1. Submit resumes, including three outside references, for each instructor proposed for training program.
2. Engineer will review resumes. Based upon review of resumes, and contacts with references, Engineer will approve, request additional information, or reject proposed instructors for training program.
3. If proposed instructor is rejected, Contractor shall submit resume and references on an alternate instructor for acceptance.

C. Submit in accordance with Section 01 33 00.

D. Provide "Certificate of Instructional Services" cosigned by OWNER and instructor, verifying training accomplished to satisfaction of all parties. Use the form in Appendix and furnish 2 copies to Engineer.

PART 2 – PRODUCTS

2.01 TRAINING PROGRAM

A. Instruct and train Owner's personnel in maintenance and operation of equipment and systems supplied and installed under this Contract.

B. Incorporate following maintenance and operational data and training services into training program.

1. Shop Drawings.

2. Equipment Manuals.
- C. Prepare instruction materials and objectives, student notes and guides, and tests required for complete classroom and field hands-on training.
- D. Field hands-on training shall be conducted with a maximum of 10 students for each instructor.

2.02 INSTRUCTORS

- A. Preparation of training materials and conduct of training shall be performed by personnel:
 1. Trained and experienced in maintenance and operation of equipment and systems installed under this Contract.
 2. Familiar with training requirements of Owner's personnel, that is, understand Owner's personal training needs.

2.03 FORM OF TRAINING MANUALS

- A. Prepare training packages in form of an instruction manual for use by Owner's personnel.
- B. Format:
 1. Size: 8-1/2 inch by 11 inch.
 2. Paper: 20-pound minimum, white, for typed pages.
 3. Text: Manufacturer's printed data, or neatly typewritten, including:
 - a. Table of Contents.
 - b. Learning Objectives.
 - c. General Operation, Theory, Specific Equipment Information.
 - d. Test.
 4. Drawings:
 - a. Provide reinforced, punched binder tabs, bind in with text.
 - b. Reduce larger Drawings and fold to size of text pages, not larger than 11 inch by 17 inch.
 5. Cover: Identify each volume with typed or printed title "Training Manual; NAME OF EQUIPMENT."
 - a. Title of Project.
 - b. Identify separate structure or system as applicable.
 - c. Identify general subject matter in Manual.
- C. Binders:
 1. Commercial quality binder with durable and cleanable plastic covers. Binders shall include title pockets for holding notes. Binders shall not be filled more than 75 percent capacity.
 2. When multiple binders are used, correlate information into related consistent groupings.

PART 3 – EXECUTION

3.01 FACILITIES FOR TRAINING

- A. Use Owner's designated training facilities for specific classroom and field hands-on training.

- B. Facilities include installation sites, which shall be used for hands-on training programs.
- C. Coordinate use of Owner's facilities with Owner and Engineer.

3.02 SCHEDULE

- A. Coordinate training periods with Engineer and Supplier's representatives.
 - 1. Notify Engineer at least 14 days before training sessions are to begin so Engineer can make arrangements with Owner's operating personnel.
 - 2. Reschedule canceled training sessions 14 days in advance.
 - 3. Failure of instructors to appear for scheduled training, failure to notify Engineer 48 hours in advance of need to cancel training session, or failure to arrive within 30 minutes of start of scheduled training session shall result in reimbursement to Owner for time lost by Owner's personnel in waiting for arrival of instructor.
- B. Provide training after completion of application software programming by Designer and before the start of Systems Demonstrations specified in Section 01 79 10. See Section 01 11 00 for sequencing and constraints.
- C. Owner's personnel will require training both for operating and maintenance functions. These individuals shall be trained during two sessions during the Monday through Friday workweek.

3.03 MAINTENANCE OF PROCESS EQUIPMENT

- A. Training Requirements:
 - 1. Describe functions of process equipment.
 - 2. Component preventative and corrective maintenance activities required to keep unit equipment in good operating conditions.
 - 3. Instruct trainees in locating probable source of equipment malfunctions, determining symptoms of trouble, establishing probable cause, and effecting solution.
- B. Course Materials:
 - 1. Pertinent portions of operation and maintenance manuals as well as alignment tolerances, lubrication schedules, vibration analysis instructions and parameters, and special calibration test and procedures.
 - 2. Detailed course outlines and troubleshooting guides for each piece of equipment. Troubleshooting guides shall include symptoms, probable causes, and solutions for trouble described during training program.
 - 3. Course outlines shall include objectives that indicate information to be learned. The objectives shall state the answers to the test questions. Example of objective: "Students shall identify the points and frequency of grease lubrication on the machine."
 - 4. Provide a 15 to 20 question test of the objectives being taught.
 - 5. The objectives shall be equally divided between operation and maintenance and cover the subjects listed in 3.04 and 3.05.
- C. Method of training maintenance personnel shall include Contractor using Owner's equipment to demonstrate troubleshooting, preventative and corrective maintenance procedures.

3.04 OPERATION OF PROCESS EQUIPMENT

- A. Training Requirements:

1. Describe functions of equipment including how components of system are controlled together and what effects of control methods are on system and on other upstream and downstream processes.
2. Being able to implement start-up and shutdown procedures for each piece of equipment individually, as well as start-up and shutdown of systems comprising equipment. This instruction shall include normal operation, alternative operations, and emergency operations.
3. Understand functions of instrumentation, describing individual components and how each component is used in monitoring and/or controlling equipment and/or processes.
4. Understand operating modes possible as result of modifications and installations.
5. Locating probable source of system inefficiency, determining symptoms, establishing probable cause, and restabilizing system efficiency for systems.
6. In taking necessary precautions for safe operation of equipment, instrumentation, and control system installed under this Contract.
7. Emergency procedures for equipment and systems during pump malfunction, chemical spills, and other extreme conditions.

B. Course Materials:

1. Pertinent portions of operation and maintenance manuals, including start-up and shutdown procedure; descriptions of equipment and instrumentation functions and modes of operations, control, and monitoring; troubleshooting instructions and process control instructions.
2. Detailed course outlines and troubleshooting guides for equipment and processes for field use. Operations guides shall include general operating procedures, start-up and shutdown procedures, optimization procedures, and emergency operating procedures.
3. Course outlines shall include objectives that indicate information to be learned. The objectives shall state the answers to the test questions. Example of objective: "Students shall identify the points and frequency of grease lubrication on the machine."
4. Provide a 10 to 20 question test of the objectives being taught.
5. The objectives shall be equally divided between operation and maintenance and cover the subjects listed in 3.04 and 3.05.

- C. Methods of training Owner's operating personnel shall include field-training program at Owner's site consisting of classrooms and field hand-on training using Owner's equipment and systems.

3.05 FIELD QUALITY CONTROL

A. Training Effectiveness:

1. Effectiveness of training operations personnel shall be assessed through written and in-the-field skill evaluation of trainees. Evaluations shall be designed to determine trainees' ability to control processes, as well as their ability to operate and maintain equipment.
2. Unsatisfactory evaluations shall include recommendations for corrective action.

END OF SECTION