

Four Rivers Sanitation Authority Rockford, Illinois



Bidding Requirements and Contract Forms for Primary Filtration Project Phase I Capital Project No. 2022

IEPA Project No. L17-5882

**November 23, 2021
Bid Set**

Volume 1 of 3



Donohue & Associates, Inc.

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Four Rivers Sanitation Authority Rockford, Illinois

Bidding Requirements and Contract Forms and General Provisions and Technical Specifications

for

Primary Filtration Project Phase I

**Capital Project No. 2022
IEPA Project No. L17-5882**

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PROJECT MANUAL

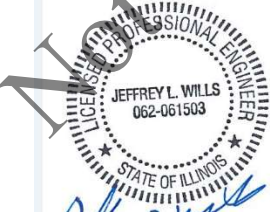


FOUR RIVERS SANITATION AUTHORITY WASTEWATER TREATMENT PLANT

PRIMARY FILTRATION PROJECT (PHASE I) CAPITAL PROJECT NO. 2022 IEPA LOAN NO. L17-5882

ROCKFORD, ILLINOIS

Seals and Signatures

Civil	Structural	Architectural	Process
 <i>Michelle L. Madrid</i> 11/23/2021 EXP. 02/28/2022	 <i>Carl E. Erickson</i> EXP. 11-30-22	 <i>Steven R. Weiss</i> 11/23/2021 EXPIRES: 11/30/2022	 <i>Kam Ping Law</i> 11/23/2021 EXPIRES: 2/28/2022

HVAC/Plumbing	Electrical	Instrumentation and Controls
 <i>Jeffrey L. Wills</i> 11/23/2021 EXP. 2/28/2022	 <i>Frank G. Macino</i> Date: 11/23/2021 Exp: 02/28/2022	 <i>Bart L. Godziejewicz</i> 11/23/2021 Expires: 2/28/2022

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FOUR RIVERS SANITATION AUTHORITY WASTEWATER TREATMENT PLANT

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Section I
Bidding Requirements

Not to be used for bidding purposes

Advertisement for Bids

Four Rivers Sanitation Authority (Formerly Rock River Water Reclamation District)
3501 Kishwaukee Street
Rockford, IL 61109

Separate sealed BIDS for the construction of:

Primary Filtration Project Phase I, Capital Project No. 2022, IEPA Project No. L17-5882, is comprised of all labor, materials, equipment, and supervision required to construct the following items:

A. Primary Filtration Facility 1 which consists of:

- Four (4) primary filtration influent pumps located in a wet well
- Two (2) primary cloth media disk filter units, with backwash pumps, waste solids pumps, valving and piping
- One (1) gravity thickener, with two (2) primary filtration thickened sludge pumps,
- A scum pump wet well with one (1) scum pump
- One (1) primary filter effluent flow split structure
- All civil, structural and architectural, electrical, mechanical/HVAC, instrumentation and controls, and piping and valves for a complete, operable primary filtration system

B. Modifications to Main Pump II Building which consists of:

- New electrical room
- HVAC removal and replacements for the entire building

C. Modifications to piping and valves in the Primary Sludge Manhole and GBT Building basement

D. Replacement of GBT 2 thickened sludge pump and discharge hopper, and appurtenances as indicated in the specifications

E. Site work and yard piping improvements

A Mandatory Pre-Bid Meeting for this project will be held on Wednesday, December 15, 2021 at 9:00 a.m. in the Four Rivers Sanitation Authority's Board Room in the Steve Graceffa Administration Building, 3501 Kishwaukee Street, Rockford, Illinois. All contractors that intend to bid on this project must attend this pre-bid meeting. Please note that due to COVID-19 concerns, those attending the meeting will be required to wear a face mask or face covering.

Bids will be received by Four Rivers Sanitation Authority at the office of 3501 Kishwaukee Street, Rockford, Illinois 61109 until **9:00 a.m., Tuesday, January 11, 2022**, and then at said office publicly opened and read aloud. Bids may be delivered in-person by depositing packets in the blue bid box in the lobby of the Administration Building, up until the bid due date and time. Those in attendance must wear a face covering or mask.

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 Employment of Illinois Workers on Public Works Act (30 ILCS 570), IL Works Job Program Act (30 ILCS 559/20-1), and the "Use of American Iron and Steel" requirements as contained in Section 436 of H.R. 3547, The Consolidated Appropriates 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 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 CONTRACT DOCUMENTS may be examined at the following locations:

Bid documents may be obtained at the Four Rivers Sanitation Authority Engineering Department, 3501 Kishwaukee Street, Rockford, IL 61109, upon payment of \$100.00 for each set. The amount of the deposit for each set of specifications will not be refunded. For more information visit the Four Rivers Sanitation Authority's website at fourrivers.illinois.gov/ or contact the Engineering Department at 815-387-7660. Plans and specifications are available for viewing at the Four Rivers Sanitation Authority Engineering Department. Please contact Engineering Administrator, Angie Good, at 815-387-7660 to setup an appointment to view the documents. Individuals entering the Administration Building must wear an appropriate face covering. Plans and specifications are also available for viewing at the Northern Illinois Building Contractors Association, whose office is located at 1111 S. Alpine Road, Rockford, Illinois.

Bidder's attention is directed to Instruction to Bidders, Section 3.8, Statement of Qualifications.

Each proposal must be accompanied by the Four Rivers Sanitation Authority Bid Bond form with an acceptable Bid Security attached, in the amount of not less than five percent (5%) of the total bid price. This sum is a guarantee that, if the Proposal is accepted, a contract will be entered into and its performance properly secured.

The Four Rivers Sanitation Authority reserves the right to reject any or all bids or any part thereof, or to accept any bid or any part thereof, or to waive any formalities in any bids, deemed to be in the best interest of the Four Rivers Sanitation Authority.

Dated: Nov 18, 2021

By: [Signature]

Timothy S. Hanson, Executive Director

Information for Bidders

BIDS will be received by Four Rivers Sanitation Authority (herein called the "OWNER"), at 3501 Kishwaukee St., Rockford IL 61109 until **9:00 a.m., Tuesday, January 11, 2022**, and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to the Engineering Department at Four Rivers Sanitation Authority, 3501 Kishwaukee Street, Rockford IL 61109. Each sealed envelope containing a BID must be plainly marked on the outside as "BID for Primary Filtration Project Phase I, Capital Project No. 2022, IEPA Project No. L17-5882" and the envelope should bear on the outside the name of the BIDDER, his/her address, his/her license number (if applicable), and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to Four Rivers Sanitation Authority, Engineering Department, 3501 Kishwaukee Street, Rockford IL 61109.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one (1) copy of the BID form is required.

Any BID may be modified or withdrawn prior to the above scheduled time for opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within one hundred and twenty (120) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide the BIDDERS prior to BIDDING, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

A BID bond payable to the OWNER must accompany each BID for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three (3) lowest responsible BIDDERS. When the Agreement is executed, the bonds of the two (2) remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment of BOND and performance BOND have been executed and approved, after which it will be returned.

A performance BOND and payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

Any contract entered into by the loan recipient and any sub-agreement hereunder, shall provide that representatives of the Agency will have access to the work whenever it is in preparation or progress and that the contractor or subcontractor will provide proper facilities for such access and inspection. Such contract or sub-agreement must also provide that the Agency or any authorized representative shall have access to any books, documents, papers, and records of the contractor or subcontractor, which are pertinent to the project for the purpose of making audit, examination, excerpts, and transcriptions thereof.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The necessary Agreement and BOND forms shall accompany the NOTICE OF AWARD. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed triplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The OWNER shall issue the NOTICE TO PROCEED within ten (10) days of the execution of the Agreement. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR might terminate the Agreement without further liability on the part of either party.

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

A conditional or qualified BID will not be accepted.

Award will be made to the low, responsive, responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout 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.

All BIDDERS will comply with Sec. 436 of H.R. 3547, "The Consolidated Appropriations Act, 2014", which specifies that all "iron and steel products" used in the project are produced in the United States.

BIDDER shall not discriminate on the basis of race, color, national origin or sex in performance of this contract. The Contractor shall carry out applicable requirements of 40 CFR Part 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.

Each BIDDER is responsible for inspecting the site for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

Each BIDDER shall supply a list of all subcontractors that submitted proposals and if requested by the OWNER all major material suppliers.

Inspection trips for prospective BIDDERS will leave from the office of the Four Rivers Sanitation Authority at 3501 Kishwaukee St, Rockford, IL 61109.

The PROJECT ENGINEER is Scot Strassburg, PE. His direct line is (815)-387-7657 and his email address is SStrassburg@fourrivers.illinois.gov.

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Not to be used for bidding purposes

Instructions to Bidders

1 General

1.1 Scope and Intent

This section of the contract documents is concerned with furnishing detailed information and requirements for preparing bids to prospective bidders, bidders' responsibility, the preparation and the submission of bids, basis for awarding the contract and other general information concerned with bidding and executing the contract.

1.2 Contradictions

If in the case of apparent contradiction between or among the Contract Documents, the Contract Documents shall be consulted in the following order: Addenda, Agreement, Supplementary Drawings, Instructions to Bidders, Detailed Specifications, Plans, Four Rivers Sanitation Authority (FRSA) General Provisions and Technical Specifications for Sanitary Sewer Construction. The language in the first such document in which language regarding the conflict, error or discrepancy occurs shall control.

1.3 Mandatory Pre-Bid Meeting

A Mandatory Pre-Bid Meeting for this project will be held on Wednesday, December 15, 2021 at 9:00 a.m. in the FRSA's Board Room at 3501 Kishwaukee Street, Rockford, Illinois. All Contractors intending to bid on this project must attend the pre-bid meeting. Please note that due to COVID-19 concerns, those attending the meeting will be required to wear a face mask or face covering.

2 Legal Requirements

2.1 Illinois Regulations

1. Public Act 100-1177 requires the Bidder to comply with prevailing wages in accordance with the Illinois Department of Labor Standards. The State of Illinois requires contractors and subcontractors on FRSA projects to submit certified payroll reports via the State's Certified Transcript of Payroll Portal currently found at: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>. The Bidder is responsible for verifying current information at the State's website.
2. Public Act 83-1030 entitled "Steel Products Procurement Act" requires that steel products used or supplied in performance of this contract or subcontract shall be manufactured or produced in the United States with three exceptions.

The provisions of this Section shall not apply:

- a. Where the contract involves an expenditure of less than \$500.
- b. Where the executive head of the public agency certifies in writing that
 - i. the specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or
 - ii. obtaining the specified products, manufactured or produced in the United States would increase the cost of the contract by more than 10%.

- c. When its application is not in the public interest.
2. Public Act 96-929 (30 ILCS 570) provides that Illinois residents be employed on Illinois public works projects, provided there has been a period of excessive unemployment (5%) in the State of Illinois as defined in the Act; and, further, that Illinois workers are available and capable of performing the particular type work involved.
 3. Public Act 101-0221 requires that any party to a contract adopt and promulgate written sexual harassment policies that include, as a minimum, the following information:
 - a. the illegality of sexual harassment
 - b. the definition of sexual harassment under Illinois State law
 - c. a description of sexual harassment, utilizing examples
 - d. my (our) organization's internal complaint process including penalties
 - e. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission
 - f. directions on how to contact the Department and the Commission
 - g. protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act

Upon request, this information shall be provided to the Illinois Department of Human Rights and FRSA.

4. With regard to nondiscrimination in employment, the Contractor for this project will be required to comply with the Illinois Fair Employment Practices Commission's Rules and Regulations.
5. The Contractor for this project shall comply with the Occupational Safety and Health Act.
6. The Contractor for this project shall comply with the Federal Drug-Free Workplace Act.
7. Public Act 96-1416 requires the Certification of Clean Construction and Demolition Debris (CCDD) and uncontaminated soil prior to disposal at a CCDD fill site. The Contractor for this project shall comply with Public Act 96-1416 and be responsible for the certifications and any fees associated with the disposal at a CCDD fill site.
 - a. In the event that contaminated soil is uncovered on the project, the Contractor shall notify FRSA immediately. Any extra costs resulting from the presence of contaminated soil shall be evaluated in accordance with FRSA General Provisions & Technical Specs for Sanitary Sewer Construction; General Conditions: Article 5 – Time Provisions and Article 8 – Changes.

2.2 Americans with Disabilities Act

The Contractor for this project will comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA). The Contractor will hold harmless and indemnify Four Rivers Sanitation Authority (FRSA) and their representatives from all:

1. suits, claims, or actions
2. costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlement
3. damages of any kind (including but not limited to actual, punitive, and compensatory damages)

relating in any way to or arising out of the ADA, to which said firm is exposed or which it incurs in the execution of the contract.

3 General Instructions

3.1 Bidder's Responsibility

Bidders are cautioned not to submit proposals until having carefully examined the entire site of the proposed work and adjacent premises and the various means of approach and access to the site, and having made all necessary investigations to inform themselves thoroughly as to the facilities for delivering, placing and handling the materials at the site, and having informed themselves thoroughly as to all difficulties involved in the completion of all the work under this Contract in accordance with its requirements.

Bidders must examine the Plans, Specifications and other Contract Documents and shall exercise their own judgment as to the nature and amount of the whole of the work to be done and for the bid prices must assume all risk of variance, by whomsoever made, in any computation or statement of amount or quantities necessary to complete fully the work in strict compliance with the Contract Documents. The Bidder must satisfy himself by making borings or test pits, or by such methods as he may prefer, as to the character and location of the materials to be encountered or work to be performed. No pleas of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill, in every detail, all of the requirements of the Contract Documents, or will be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

The Contractor is responsible for verifying the location of all existing utilities in the project areas.

The Bidder, therefore, shall satisfy himself by such means as he may deem proper as to the location of all structures that may be encountered in construction of the work.

3.2 Addenda and Interpretations

No interpretation of the meaning of the Plans, Specifications, or other Contract Documents will be made to any bidder orally. Every request for such interpretation must be in writing addressed to Four Rivers Sanitation Authority, 3501 Kishwaukee Street, Rockford, Illinois. To be given consideration, such request must be received at least five (5) days prior to the date fixed for the opening of bids.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be sent by email, fax, or certified mail with acknowledgement of receipt requested, to all prospective bidders, at the respective addresses furnished for such purposes, not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve said bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

3.3 Laws and Regulations

The prospective bidder is warned that he must comply with all laws of the United States Government, State of Illinois, all ordinances and regulations of FRSA in the performance of the work under this contract. The Bidder's attention is specifically called to that provision of the General Conditions regarding the rate of wage to be paid on the work.

3.4 Quantities Estimated Only

Bidders are warned that the estimate of quantities of the various items of work and materials, as set forth in the proposal form, is approximate only and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be less or more than so estimated, and if awarded a contract for the work specified, the Contractor further agrees that he will not make any claim for damages or for loss of profits or for an extension of time because of a difference between the quantities of the various classes of work assumed for comparison of bids and quantities of work actually performed.

3.5 Form, Preparation, and Presentation of Proposals

For particulars as to the quantity and quality of the supplies, materials and equipment to be furnished, and the nature and extent of the work or labor to be done, prospective bidders are referred to the Contract Documents, which may be examined or obtained at the office of FRSA.

Each bid will be submitted upon the prescribed proposal form. All blank spaces for bid prices must be filled in, in ink, with the unit or total sum or both for which the proposal is made. If the proposal contains any omissions, erasures, alterations, additions or items not called for in the itemized proposal, or contains irregularities of any kind, such may constitute sufficient cause for rejection of bid. In case of any discrepancy in the unit price or amount bid for any item in the proposal, the unit price as expressed in figures will govern. In no case is the agreement form to be filled out or signed by the bidder.

Bidders may opt to contact FRSA's Engineering Department at (815) 387-7660 to obtain an electronic Proposal form. If used, this form must be attached to the hard copy proposal form and appropriately signed and executed with the bid.

The bid must be verified and be presented on the prescribed form in a sealed envelope on or before the time and at the place stated in the Advertisement for Bids, endorsed with the name of the person, firm or corporation presenting it, the date of presentation, and the title of the work for which the bid is made. If forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed to Clerk of Four Rivers Sanitation Authority, 3501 Kishwaukee Street, Rockford, Illinois, 61109 and be sent preferably by certified mail. FRSA will not accept facsimile generated bids.

3.6 Bid Security

Each proposal must be accompanied by the FRSA Bid Bond form with an acceptable Bid Security attached, in the amount specified in Advertisement for Bids. This sum is a guarantee that, if the Proposal is accepted, a contract will be entered into and its performance properly secured. FRSA's Bid Bond Form included in the bid packet must be used. No other Bid Bond form may be substituted.

Within ten (10) days after the opening of bids, the deposits of all but the three lowest bidders will be returned. The deposits of the remaining two unsuccessful bidders will be returned within three (3) days after the execution of the contract, or, if no such contract has been executed, within one hundred twenty (120) days after the date of opening bids. The deposit of the successful bidder will be returned only after he has duly executed the contract and furnished the required bond and insurance.

3.7 Affidavit of Compliance

Each proposal must be accompanied by an executed Affidavit of Compliance. A separate Affidavit of Compliance form is enclosed with the Proposal packet. Failure to submit an executed Affidavit of Compliance with the proposal may constitute sufficient cause for rejection of the bid.

3.8 Statement of Qualifications

Each proposal must be accompanied by a Statement of Qualifications certifying that the bidder is registered to do business in the State of Illinois and provides documentation that the bidder possesses the appropriate financial, material, equipment, facility and personnel resources and expertise necessary to meet all contractual obligations. The bidder shall document no less than three (3) wastewater treatment facility contracts within the past five (5) years of similar scope and size to the bid being submitted. FRSA reserves the right to request additional information as needed to evaluate bids prior to making an award.

3.9 Comparison of Proposals

Bids on item contracts will be compared on the basis of a total computed price arrived at by taking the sum of the estimated quantities of each item, multiplied by the corresponding unit prices and including any lump sum bids on individual items, in accordance with the estimate of quantities set forth in the proposal form. Bids on lump sum contracts will be considered upon the basis of the lowest sum bid.

3.10 Acceptance of Bids and Basis of Award

No bidder may withdraw his bid after the scheduled closing time for receipt of bids, for at least one hundred twenty (120) days.

The contract will be awarded, if at all, to the lowest responsive, responsible bidder. Four Rivers Sanitation Authority also reserves the right to reject any or all bids.

The bidder whose proposal is accepted shall enter into a written contract for the performance of the work and furnish the required bonds and insurance certificate within ten (10) days after written notice by FRSA's Director of Engineering has been served on such bidder personally or by mailing a postpaid wrapper to such bidder at the address given in his proposal. If the bidder to whom the contract is awarded refuses or neglects to execute it or fails to furnish the required bond and insurance within five (5) days after receipt by him of the notice, the amount of his deposit shall be forfeited and shall be retained by FRSA as liquidated damage and not as a penalty. It being now agreed that said sum is a fair estimate of the amount of damages that FRSA will sustain in case said bidder fails to enter into a contract and furnish the required bond and insurance. No plea of mistake in the bid shall be available

to the bidder for the recovery of his deposit or as a defense to any action based upon the neglect or refusal to execute a contract.

3.10.1 Evaluation of Responsiveness

The responsiveness of bidders will be judged on the basis of the completeness of the bid submitted. To be responsive, a Bid must be submitted on the forms provided as part of the Bid Documents and comply with all the requirements of the Instruction to Bidders.

3.10.2 Evaluation of Responsibility

To be judged as responsible, the bidder shall:

- a. Have adequate financial resources for performance, the necessary experience, organization, technical qualifications, and facilities, or a firm commitment to obtain such by subcontracts;
- b. Be able to comply with the required completion schedule for the project;
- c. Have a satisfactory record of integrity, judgment, and performance, including, in particular, any prior performance on contracts from FRSA;
- d. Have an adequate financial management system and audit procedures, that provide efficient and effective accountability and control of all property, funds, and assets;
- e. Conform to the civil rights, equal employment opportunity and labor law requirements of the Bid Documents.
- f. Have satisfactorily completed no less than three (3) wastewater treatment facility contracts within the past five (5) years of similar scope and size to the bid being submitted.

3.11 The Rejection of Bids

FRSA reserves the right to reject any bid if the evidence submitted in the statement of the bidder's qualifications, or if investigation of such bidder fails to satisfy FRSA that such bidder is properly qualified to carry out the obligations and to complete the work contemplated therein. Any or all proposals will be rejected if there is reason to believe that collusion exists among the bidders. Conditional bids will not be accepted. FRSA reserves the right to reject any and all bids and to accept the bid which they deem most favorable to the interest of FRSA after all proposals have been examined and canvassed.

3.12 Insurance and Bonding

Contractor shall provide all necessary insurance and bonds required to complete the project. No more than ten (10) calendar days subsequent to FRSA's issuance of an award letter, the Contractor shall provide documentation to prove that he has obtained all required insurance and bonds. FRSA shall be the sole judge as to the acceptability of any such proof.

Contractor shall provide and maintain all insurance and bonds as required by FRSA.

3.12.1 General

The Contractor shall ensure that:

1. All insurance policies shall be specific to the project.
2. The insurance certificate shall state: This certifies that the insurance coverage meets or exceeds that required for Primary Filtration Project Phase 1, Capital Project No. 2022, IEPA Project No. L17-5882.
3. FRSA and Donohue & Associates Inc., shall be named as Additional Insured in all policies; this shall include the Owners Contractors Protective Policy option.
4. All completed operations coverages and bonds shall remain in force for a period of two (2) years following acceptance of the project and completed operations shall stay in force for two (2) years following completion of the project.

3.12.2 Insurance

The Contractor shall, for the duration of the contract and for two (2) years following project acceptance, maintain the following:

1. Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit. The Contractor shall provide "XCU" coverage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including coverages for owned, hired or non—owned vehicles, as applicable.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by statute and Employers Liability limits of \$1,000,000 per accident, \$1,000,000 per employee, and \$1,000,000 bodily injury disease limit.

Umbrella: insurance limits of not less than \$10,000,000 per occurrence and \$10,000,000 in the aggregate. This policy shall be excess of the underlying Employers' Liability, Auto Liability, and General Liability policies without gaps in limits and provide coverage as broad as the underlying policies; and

Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of Contractor with available limits of not less than \$5,000,000 per claim.

- (a) If the work involves the use of unmanned aircraft systems (drones), Contractor shall strictly adhere to the Federal Aviation Administration (FAA) rules Part 107 and other applicable laws for commercial drone operations. Contractor shall provide documentation that the Operator of the drone is registered with the FAA and has a remote-pilot-in-command license. Contractor shall provide Company Entity with the appropriate UAS Liability Insurance, including premises liability and personal injury, with a combined bodily injury and property damage liability limit of not less than \$5,000,000 per occurrence.

- (b) If the work involves the handling of, removal of or disposal of asbestos, Contractor shall procure Asbestos Abatement Liability insurance with limits of not less than \$1,000,000 per occurrence. Such insurance shall include all operations associated with hazardous removal and shall be written on an occurrence form. If coverage is provided under the General Liability policy, the policy must be specifically endorsed to provide asbestos abatement coverage.
- (c) If the work involves professional services, Contractor shall procure Professional Liability insurance covering losses resulting from errors and omissions in performing the professional services with available limits of not less than \$5,000,000 per claim.
- (d) If the work involves the utilization of an owned or non-owned aircraft, Contractor will procure Aviation Liability insurance of not less than \$5,000,000 with no sub-limit on passenger liability. The Commercial Automobile Liability insurance in Section 1(ii) above is not required if contractor is only providing services involving the utilization of owned or non-owned aircraft.

An endorsement in favor of the Additional Insured(s) waiving the Contractor's and its insurer's rights of subrogation shall be issued with respect to the Commercial General Liability, and Workers' Compensation and Employers Liability policies. Evidence of this endorsement must be noted on the certification of insurance.

4. Errors and Omissions: If the Contractor performs professional services, he shall maintain errors and omissions insurance with a limit no lower than \$1,000,000 for the duration of the contract.

The policies shall contain, or be endorsed to contain, the following provisions in the General Liability and Automobile Liability Coverage's:

- a. Unless otherwise provided in paragraph "c" of this section, FRSA, its officers, officials, employees and volunteers shall be covered as additional insureds as respects liability arising out of activities performed by or on insured's general supervision of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to FRSA, its officers, officials, employees, volunteers, or agents.
- b. Unless otherwise provided in paragraph "c" of this section, the Contractor's insurance coverage shall be primary insurance as respects FRSA, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by FRSA, its officers, officials, employees, volunteers, or agents shall be excess of the Contractor's insurance and shall not contribute with it.
- c. As an acceptable alternative to provisions "a" and "b" of this section, the Contractor may provide owner's and contractor's protective liability insurance with coverage limits, named insureds, and in conformity with all applicable specifications of this section.

- d. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to FRSA, its officers, officials, employees, volunteers, or agents.
- e. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- f. All Coverages — Each insurance policy required by this clause shall not be suspended, voided, canceled by either party, reduced in coverage, or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to FRSA.

3.12.3 Best's Ratings

FRSA shall be the sole judge of whether or not said insurer's ratios are satisfactory. FRSA's decision shall be final and FRSA's bidding procedures contain no appeal provision.

- 1. Alphabetical Rating: For purposes of this Request for Bids, "insurer" shall mean any surety, insurance carrier, or other organization which proposes to provide an insurance policy or bond for the Contractor. No insurer or surety rated lower than "A-, Excellent" in the current *Best's Key Rating Guide* shall be acceptable to FRSA.
- 2. Financial Size Rating: Provided an insurer's alphabetical rating is satisfactory, FRSA will examine said insurer's financial size rating.
 - a. If Best classifies the insurer XII or larger, said insurer shall be acceptable to FRSA.
 - b. If Best classifies the insurer as smaller than XII, but larger than VI, said insurer shall be submitted to FRSA's Director of Management Services and/or FRSA's insurance consultant for review.

Financial Size ratings less than VII are not acceptable and will disqualify the Contractor.

3.12.4 Performance Bond and Labor & Materials Payment Bond Form

The Contractor shall provide a Performance Bond and Labor & Materials Payment Bond form acceptable to FRSA. The performance bond shall be for either 100% of the contract price or for the Contractor's unit price times the estimated number of units, as applicable.

This Request for Bids contains a Performance Bond and a Labor & Material Bond form for the Contractor's use.

If the Contractor fails to provide acceptable bonds within the specified time, he shall be in default.

3.12.5 Correction of Contractor's Insurance or Bond Deficiencies

If FRSA determines that the Contractor's insurance or bond documentation does not conform to these specifications, FRSA shall inform said Contractor of the non-conformity. If said Contractor fails to provide conforming insurance or bond documentation within five (5) calendar days of FRSA's deficiency notice, he shall be in default.

3.12.6 Indemnification Clause

Contractor shall protect, indemnify, hold and save harmless and defend FRSA, its officers, officials, employees, volunteers, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees, officers, independent contractors, or subcontractors of the Contractor or FRSA, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the Contractor or subcontractor, whether such loss, damage, injury or liability is contributed to by the negligence of FRSA or by premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that the successful bidder shall have no liability for damages or the costs incident thereto caused by the sole negligence of FRSA.

The indemnification shall not be limited by a limitation on amount or type of damages payable by or for the Contractor or its subcontractor under any employee benefits act including, but not limited, to the Workers Compensation Act.

No inspection by FRSA, its employees, or agents shall be deemed a waiver by FRSA of full compliance with the requirements of the Contract. This indemnification shall not be limited by the required minimum insurance coverages in the Contract.

3.12.7 Funding Requirements

Any contract or contracts awarded under this invitation for bids are expected to be funded by a loan from the Illinois Environmental Protection Agency (IEPA). Neither the State of Illinois nor any of its departments, agencies, or employees is or will be a party to this invitation to bids or any resulting contract. The procurement will be subject to regulations contained in the procedures for issuing loans from the State Revolving Loan Fund Program. The Davis-Bacon Act (40 USC 276a through 276a-5), and the Employment of Illinois Worker's on Public Works Act (30 ILCS CS 570). This procurement is also subject to the loan recipient's policy regarding the increased use of disadvantaged business. The loan recipient's policy requires all Bidders to undertake specified affirmative efforts at least 16 days prior to the day of the bid opening. The policy is contained in the Specifications. Bidders 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.

3.12.8 Subcontractor's Payments

Contractor shall pay Subcontractors for satisfactory performance no more than thirty (30) days from the Contractor's receipt of payment from FRSA.

3.13 Tax Exemption

FRSA is exempt, by law, from paying bidder Federal Excise Tax and Illinois Retailers' Occupational Tax. Therefore, the bidder shall exclude those taxes from his bid. FRSA's tax exemption number is E9992-3696-06. The bidder shall include all applicable taxes in his bid price.

3.14 Guarantee and Maintenance

The Contractor shall promptly repair, replace, restore or rebuild any imperfections that may arise and shall maintain, satisfactory to FRSA, all work for a period of one (1) year from the date of formal acceptance of the Contract, except where more extended guarantee and maintenance is provided for. The Contractor shall, for this period, indemnify and save harmless FRSA, its officers and agents from any injury or damage done to persons or property as a direct or alleged result of

imperfections in the Contractor's work, and shall immediately assume and take charge of the defense of such action or suits in like manner and to all intents and purposes as if said actions and suits had been brought directly against the Contractor.

If the Contractor shall fail to promptly repair, replace, rebuild or restore such defective or damaged work after receiving notice given by FRSA, FRSA shall have the right to have the work done by others and to call on the Contractor and his bondsman to pay the costs thereof.

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Section II

Contract Forms

Not to be used for bidding purposes

Bid Form or Proposal

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as _____ (Insert "a corporation" or "a partnership" or "an individual" as applicable) to the Four Rivers Sanitation Authority (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of Primary Filtration Project Phase I, Capital Project No. 2022, IEPA Project No. L17-5882, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete in **597 calendar days** from NOTICE TO PROCEED. BIDDER further agrees to pay as liquidated damages, the sum of **\$1,000.00** for each consecutive calendar day thereafter.

BIDDER accepts all of the terms and conditions of the Official Notice to Bidders 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 Official Notice to Bidders, 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.

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."

BIDDER certifies the following:

- (I) By submission of the bid, each bidder certifies, and in the case of a joint bid, each party certifies as to his own organization, that in connection with the bid:
 - (i) The prices in the bid 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;
 - (ii) 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
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.
- (II) Each person signing the bid shall certify that:
 - (i) He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid and that he has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above; or

- (ii) He 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 (I)(i) through (I)(iii) above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above.

In submitting this Bid, BIDDER represents, as set forth in the Agreement, that:

- (I) 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>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) 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.

- (vi) 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.
- (vii) 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.
- (viii) 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.
- (ix) 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.
- (x) In accordance with Section 215 of the Clean Water Act (33 U.S.C. 1251 et seq.) and implementing EPA regulations, BIDDER agrees that the Contractor, Subcontractors, and suppliers in the performance of this Contract will give preference to domestic construction materials.

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 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 confirmed 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 US Department of Labor's website, <http://beta.sam.gov/>.

(ii)

- (A) The sub-recipient, on behalf of the 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, US 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 laborer 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.

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.
- (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 Website [<https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification>]. 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 contractors 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 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, 20 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 sure 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 US 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 ninety (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 ratio 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 journeyman's 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 in 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 US Department of Labor, Employment and Training Administration. The ratio of trainees to journeyman 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 trainees 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 journeyman 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 is incorporated by reference in this contract.
- (6) Subcontracts. The contractor or subcontractor shall insert any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the USEPA may be 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 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 US 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 US Criminal Code, 18 USC 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 received 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 therefore 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 mechanics, 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 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 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 in any contractor 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 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.

Basis of BID

A. Base Bid (Type I) 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 (Type I) 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 (Type I) 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 (Type I) 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.

B. Base Bid (Type II) Material and Equipment:

1. Bidder has included in the Bid price, the installed cost of material and equipment furnished by Supplier A as named in the Base Bid (Type II) Material and Equipment Schedule, which is included at the end of this Bid Form.
2. Bidder has included the Supplier's price and the installed cost of each item for Suppliers A and B in the Base Bid (Type II) Material and Equipment Schedule in accordance with the Instructions to Bidders.
3. Bidder may also list supplier's price and total installed cost for listed supplier B. Supplier B will not be considered for possible acceptance by change order after contract award if the supplier's price and the installed cost are not listed for supplier A. Bid price is to be based on Supplier A.
4. Upon request by the Owner, the Bidder agrees to submit to the Owner a Supplier's price quotation.

C. Base Bid (Type III) Material and Equipment:

1. Bidder has included in the Bid price, the installed cost of material and equipment furnished by Supplier A as named in the Base Bid (Type III) Material and Equipment Schedule, which is included at the end of this Bid Form.
2. Bidder has included the Supplier's price and the installed cost of each item for Supplier A in the Base Bid (Type III) Material and Equipment Schedule in accordance with the Instructions to Bidders.
3. If a voluntary substitute is offered, Bidder has included the name of the Supplier, the Supplier's price, and the installed cost for the proposed substitute in the Base Bid (Type III) 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 voluntary substitutes will be as set forth in the General Conditions and the Supplementary Conditions.
4. Upon request by the Owner, the Bidder agrees to submit to the Owner a Supplier's price quotation.

BID Schedule:

TOTAL OF BID:\$_____ (in figure)

(in words)

Note: BIDS shall include sales tax and all other applicable taxes and fees.

Bidder is currently certified as an MBE or WBE under EPA's DBE Program? Yes _____ No _____

Respectfully submitted:

(Printed Name of Firm) By: _____
(Authorized Rep's Signature)

(Printed Street Address) By: _____
(Printed Authorized Rep's Name)

(Printed City, State, Zip) By: _____
(Printed Authorized Rep's Title)

(Area Code and Phone Number) By: _____
(Fax Number)

(Authorized Rep's Email Address)

(Seal – if the BID is by a corporation)

Attest: _____

Not to be used for bidding purposes

SUBCONTRACTOR LISTING

The following is a listing of proposed Subcontractors having a direct contract with the Contractor.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.

Not to be used for bidding purposes

BASE BID (TYPE I) MATERIAL AND EQUIPMENT SCHEDULE			
Specification Section	Item	Supplier	Amount To Be Deducted From Bid Price
26 29 23	Variable Frequency Drives	(A) Danfoss	
		(B) ABB	
		(substitute)	\$
26 24 19	Motor Control Centers	(A) Square D	
		(B) GE/ABB	
		(substitute)	\$
40 05 53	Process Valves (Plug Valves)	(A) DeZurik	
		(B) Henry Pratt	
		(C) Val-Matic	
		(substitute)	\$
40 05 53	Process Valves (Flanged Swing Flex Check Valves)	(A) DeZurik, APCO	
		(B) Val-Matic	
		(C) Henry Pratt RD Series	
		(substitute)	\$
40 05 59.23	Stainless Steel Slide Gates Note: See Base Bid Type III for Electric Actuators furnished under Section 40 05 59.23 – 2.03.	(A) Whipps	
		(B) RW Gate	
		(substitute)	\$
40 71 00 (2.02)	Flow Measurements-Restricted Runs	(A) Endress + Hauser 400 Series	
		(B) McCrometer	
		(substitute)	\$
40 72 00	Level Measurement (Microwave Radar)	(A) Vega	
		(B) Siemens	
		(substitute)	\$

BASE BID (TYPE II) MATERIAL AND EQUIPMENT SCHEDULE				
Spec Section	Item	Supplier	Supplier's Price	Installed Cost
23 81 26	Split-System Air Conditioners	(A) Trane	\$	\$
		(B) Carrier	\$	\$

BASE BID (TYPE II) MATERIAL AND EQUIPMENT SCHEDULE				
Spec Section	Item	Supplier	Supplier's Price	Installed Cost
43 25 13	Submersible Centrifugal Pumping Equipment	(A) Flygt	\$	\$
		(B) Sulzer	\$	\$
43 23 57	Progressive Cavity Pumping Equipment	A) Seepex SCT	\$	\$
		(B) Moyno EZ Strip	\$	\$
46 71 13	Circular Gravity Thickener	(A) Walker Process Equipment	\$	\$
		(B) Envirodyne Systems, Inc.	\$	\$

BASE BID (TYPE III) MATERIAL AND EQUIPMENT SCHEDULE				
Spec Section	Item	Supplier	Supplier's Price	Installed Cost
46 61 41	Cloth Media Disk Filters	(A) Aqua-Aerobic Systems, Inc.	\$	\$
		(substitute)	\$	\$
43 23 13	Scum Pumping Equipment	(A) Prerotation Hidrostal	\$	\$
		(substitute)	\$	\$
46 24 23	Sludge Grinders	(A) JWC Environmental Muffin Monster	\$	\$
		(substitute)	\$	\$
40 05 59.23	Electric Actuators	(A) Rotork	\$	\$
		(substitute)	\$	\$
46 10 10	Refrigerated Wastewater Sampling Equipment	(A) Teledyne ISCO	\$	\$
		(substitute)	\$	\$
43 23 78	Double Disc Pumping Equipment	(A) Penn Valley Pump Company	\$	\$
		(substitute)	\$	\$

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Not to be used for bidding purposes

Winnebago County Prevailing Wage Rates posted on 10/4/2021

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	All	BLD		41.90	42.90	1.5	1.5	2.0	2.0	9.35	21.76	0.00	0.80	
ASBESTOS ABT-MEC	All	BLD		18.95	0.00	1.5	1.5	2.0	2.0	2.70	3.35	0.00	0.00	
BOILERMAKER	All	BLD		52.61	57.34	2.0	2.0	2.0	2.0	6.97	22.34	0.00	1.40	
BRICK MASON	All	BLD		43.40	46.15	1.5	1.5	2.0	2.0	12.85	16.70	0.00	0.99	
CARPENTER	All	BLD		41.79	46.39	1.5	1.5	2.0	2.0	12.10	18.25	0.00	0.74	
CARPENTER	All	HWY		46.00	47.75	1.5	1.5	2.0	2.0	12.90	18.00	0.00	0.74	
CEMENT MASON	All	ALL		39.00	41.75	1.5	1.5	2.0	2.0	12.55	19.93	0.00	0.55	
CERAMIC TILE FINISHER	All	BLD		36.80		1.5	1.5	2.0	2.0	11.10	10.54	0.00	0.85	
COMMUNICATION TECHNICIAN	All	BLD		42.05	46.26	1.5	1.5	2.0	2.0	15.54	16.72	0.00	0.84	
ELECTRIC PWR EQMT OP	All	ALL		46.06	62.84	1.5	1.5	2.0	2.0	6.75	12.90	0.00	1.15	1.38
ELECTRIC PWR GRNDMAN	All	ALL		35.38	62.84	1.5	1.5	2.0	2.0	6.75	9.91	0.00	0.88	1.06
ELECTRIC PWR LINEMAN	All	ALL		55.37	62.84	1.5	1.5	2.0	2.0	6.75	15.50	0.00	1.38	1.66
ELECTRIC PWR TRK DRV	All	ALL		36.67	62.84	1.5	1.5	2.0	2.0	6.75	10.27	0.00	0.92	1.10
ELECTRICIAN	All	BLD		50.00	55.00	1.5	1.5	2.0	2.0	15.54	21.88	0.00	1.00	
ELEVATOR CONSTRUCTOR	All	BLD		55.60	62.55	2.0	2.0	2.0	2.0	15.88	19.31	4.45	0.64	
GLAZIER	All	BLD		42.93	43.93	1.5	1.5	1.5	2.0	17.13	6.07	0.00	1.25	
HEAT/FROST INSULATOR	All	BLD		33.83	36.87	1.5	1.5	2.0	2.0	9.10	20.67	0.00	0.48	
IRON WORKER	All	ALL		41.37	46.33	2.0	2.0	2.0	2.0	12.66	29.95	0.00	1.80	
LABORER	All	BLD		36.20	37.20	1.5	1.5	2.0	2.0	9.35	21.76	0.00	0.80	
LABORER	All	HWY		38.75	39.50	1.5	1.5	2.0	2.0	9.35	24.76	0.00	0.80	
LABORER, SKILLED	All	HWY		41.90	42.65	1.5	1.5	2.0	2.0	9.35	24.76	0.00	0.80	
LATHER	All	BLD		41.79	46.39	1.5	1.5	2.0	2.0	12.10	18.25	0.00	0.74	
MACHINIST	All	BLD		50.68	53.18	1.5	1.5	2.0	2.0	8.93	8.95	1.85	1.47	
MARBLE FINISHER	All	BLD		36.80		1.5	1.5	2.0	2.0	11.10	10.54	0.00	0.85	
MARBLE MASON	All	BLD		39.79	42.29	1.5	1.5	2.0	2.0	11.10	12.54	0.00	0.90	
MATERIAL TESTER I	All	ALL		38.75	39.50	1.5	1.5	2.0	2.0	9.35	24.76	0.00	0.80	
MATERIALS TESTER II	All	ALL		38.75	39.50	1.5	1.5	2.0	2.0	9.35	24.76	0.00	0.80	
MILLWRIGHT	All	BLD		43.97	48.37	1.5	1.5	2.0	2.0	11.30	17.29	0.00	0.76	
OPERATING ENGINEER	All	BLD	1	48.05	52.05	2.0	2.0	2.0	2.0	21.90	17.50	3.00	2.30	
OPERATING ENGINEER	All	BLD	2	47.35	52.05	2.0	2.0	2.0	2.0	21.90	17.50	3.00	2.30	
OPERATING ENGINEER	All	BLD	3	44.90	52.05	2.0	2.0	2.0	2.0	21.90	17.50	3.00	2.30	

OPERATING ENGINEER	All	BLD	4	42.90	52.05	2.0	2.0	2.0	2.0	21.90	17.50	3.00	2.30	
OPERATING ENGINEER	All	BLD	5	51.80	52.05	2.0	2.0	2.0	2.0	21.90	17.50	3.00	2.30	
OPERATING ENGINEER	All	BLD	6	51.05	52.05	2.0	2.0	2.0	2.0	21.90	17.50	3.00	2.30	
OPERATING ENGINEER	All	BLD	7	48.05	52.05	2.0	2.0	2.0	2.0	21.90	17.50	3.00	2.30	
OPERATING ENGINEER	All	HWY	1	47.90	51.90	1.5	1.5	2.0	2.0	21.90	17.50	3.00	2.30	
OPERATING ENGINEER	All	HWY	2	47.35	51.90	1.5	1.5	2.0	2.0	21.90	17.50	3.00	2.30	
OPERATING ENGINEER	All	HWY	3	46.05	51.90	1.5	1.5	2.0	2.0	21.90	17.50	3.00	2.30	
OPERATING ENGINEER	All	HWY	4	44.60	51.90	1.5	1.5	2.0	2.0	21.90	17.50	3.00	2.30	
OPERATING ENGINEER	All	HWY	5	43.15	51.90	1.5	1.5	2.0	2.0	21.90	17.50	3.00	2.30	
OPERATING ENGINEER	All	HWY	6	50.90	51.90	1.5	1.5	2.0	2.0	21.90	17.50	3.00	2.30	
OPERATING ENGINEER	All	HWY	7	48.90	51.90	1.5	1.5	2.0	2.0	21.90	17.50	3.00	2.30	
PAINTER	All	ALL		42.15	44.15	1.5	1.5	1.5	2.0	15.89	9.17	0.00	1.10	
PILEDRIIVER	All	BLD		42.79	47.50	1.5	1.5	2.0	2.0	12.10	18.25	0.00	0.74	
PILEDRIIVER	All	HWY		47.00	48.75	1.5	1.5	2.0	2.0	12.90	18.00	0.00	0.74	
PIPEFITTER	All	BLD		51.17	54.75	1.5	1.5	2.0	2.0	10.05	14.00	0.00	2.00	
PLASTERER	All	BLD		36.00	39.60	1.5	1.5	2.0	2.0	12.30	21.32	0.00	0.55	
PLUMBER	All	BLD		51.17	54.75	1.5	1.5	2.0	2.0	10.05	14.00	0.00	2.00	
ROOFER	All	BLD		46.70	50.70	1.5	1.5	2.0	2.0	11.23	13.91	0.00	0.91	
SHEETMETAL WORKER	All	BLD		45.94	50.35	1.5	1.5	2.0	2.0	8.25	21.46	0.00	0.80	0.92
SPRINKLER FITTER	All	BLD		43.45	46.45	1.5	1.5	2.0	2.0	10.55	14.22	0.00	0.52	
STONE MASON	All	BLD		43.40	46.15	1.5	1.5	2.0	2.0	12.85	16.70	0.00	0.99	
TERRAZZO FINISHER	All	BLD		36.80		1.5	1.5	2.0	2.0	11.10	10.54	0.00	0.85	
TERRAZZO MASON	All	BLD		39.79	42.29	1.5	1.5	2.0	2.0	11.10	12.54	0.00	0.90	
TILE LAYER	All	BLD		41.79	46.39	1.5	1.5	2.0	2.0	12.10	18.25	0.00	0.74	
TILE MASON	All	BLD		39.79	42.29	1.5	1.5	2.0	2.0	11.10	12.54	0.00	0.90	
TRUCK DRIVER	All	ALL	1	39.87	40.33	1.5	1.5	2.0	2.0	11.10	13.30	0.00	0.20	
TRUCK DRIVER	All	ALL	2	40.02	40.33	1.5	1.5	2.0	2.0	11.10	13.30	0.00	0.20	
TRUCK DRIVER	All	ALL	3	40.22	40.33	1.5	1.5	2.0	2.0	11.10	13.30	0.00	0.20	
TRUCK DRIVER	All	ALL	4	40.33	40.33	1.5	1.5	2.0	2.0	11.10	13.30	0.00	0.20	
TUCKPINTER	All	BLD		43.40	46.15	1.5	1.5	2.0	2.0	12.85	16.70	0.00	0.99	

Legend

Rg Region

Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

C Class

Base Base Wage Rate

OT M-F 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.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations WINNEBAGO 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, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

COMMUNICATIONS TECHNICIAN

Installing, manufacturing, assembling and maintaining sound and intercom, protection alarm (security), fire alarm, master antenna television, closed circuit television, low voltage control for computers and/or door monitoring, school communications systems, telephones and servicing of nurse and emergency calls, and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with above systems. All work associated with these system installations will be included EXCEPT the installation of protective metallic conduit in new construction projects (excluding less than ten-foot, runs strictly for protection of cable) and 120 volt AC (or higher) power wiring and associated hardware.

LABORER, SKILLED - HIGHWAY

Individuals engaged in the following types of work, irrespective of the site of the work: asbestos abatement worker, handling of any materials with any foreign matter harmful to skin or clothing, track laborer, cement handlers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers wet, tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen with technical engineers, rod and chainmen with land surveyors, rod and chainmen with surveyors, vibrator operators, cement silica, clay, fly ash,

lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand, and shore laborers, bankmen on floating plant, grade checker, power tools, front end man on chip spreaders, cession workers plus depth, gunnite nozzle men, lead man on sewer work, welders, cutters, burners and torchmen, chainsaw operators, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setter - street and highway, air tamping hammermen, signal man on crane, concrete saw operator, screedman on asphalt pavers, laborers tending masons with hot material or where foreign materials are used, mortar mixer operators, multiple concrete duct - leadsman, lumen, asphalt raker, curb asphalt machine operator, ready mix scalemen (permanent, portable or temporary plant), laborers handling masterplate or similar materials, laser beam operator, con-crete burning machine operator, coring machine operator, plaster ten-der, underpinning and shoring of buildings, pump men, manhole and catch basin, dirt and stone tamper, hose men on concrete pumps, haz-ardous waste worker, lead base paint abatement worker, lining of pipe, refusing machine, assisting on direct boring machine, the work of lay-ing watermain, fire hydrants, all mechanical joints to watermain work, sewer worker, and tapping water service and forced lift station mechanical worker.

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 ENGINEERS - 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 Paver (over 27E cu. ft.): Concrete Paver (27 cu. ft. and under); Concrete Placer; Concrete Pump (Truck Mounted); Concrete Conveyor (Truck Mounted); Concrete Tower; Cranes, All; GCI and similar types (required two operators only); Cranes, Hammerhead; Creter Crane; Crusher, Stone, etc.; Derricks, All; 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; Hydro Vac (and similar equipment - excluding hose work and any sewer work); Locomotives, All; Lubrication Technician; Manipulators; Motor Patrol; 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; Rock Drill (self-propelled); Rock Drill - Truck Mounted; Roto Mill Grinder; Scoops - Tractor Drawn; Slipform Paver; Scrapers Prime Movers; Straddle Buggies; Tie Back Machine; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers, Brick Forklift; 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, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Asphalt Spreader; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, or Drilling - with a seat); Lowboys; Pumps, Over 3" (1 to 3 not to exceed 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.).

Class 4. Elevator push button with automatic doors; Hoists, Inside; Oilers; Brick Forklift.

Class 5. Assistant Craft Foreman

Class 6. Mechanics; Welders.

Class 7. Gradall

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Silo Tender; Asphalt Spreader; Autograder; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Backhoe w/shear attachments; 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 of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Directional Boring Machine over 12"; Dredges; Formless Curb and Gutter Machine; 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; Hydro Vac, Self Propelled, Truck Mounted (excluding hose work) and any sewer work); Lubrication Technician; Manipulators; 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; GCI Crane; Hydraulic Telescoping Form (Tunnel); Tie Back Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader with attached pusher; Tractor with Boom; Tractaire with Attachments; Traffic Barrier Conveyor Machine; Raised or Blind Hole Drills; Trenching Machine (over 12"); Truck Mounted Concrete Pump with Boom; Truck Mounted Concrete Conveyor; Work Boat (no license required - 90 h.p. or above); Underground Boring and/or Mining Machines; 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 (large self-propelled - excluding walk-behinds and hand-held); 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; All Locomotives, Dinky; Off-Road Hauling Units; Non-Self Loading Dump; Ejection Dump; 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); Tank Car Heater; Tractors, Push, Pulling 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.; Fireman on Boilers; 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 - Small and Large; Asphalt Spreader, Backend Man; Bobcat (Skid Steer) all; Brick Forklift; Combination - Small Equipment Operator; Directional Boring Machine up to 12"; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Trencher 12" and under; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Oilers and Directional Boring Machine Locator.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

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; TTeamsters 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.

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.

"General Decision Number: IL20210001 10/29/2021

Superseded General Decision Number: IL20200001

State: Illinois

Construction Type: Building

Counties: Adams, Bond, Boone, Brown, Bureau, Calhoun, Carroll, Cass, Clinton, De Kalb, Fulton, Greene, Hancock, Henderson, Henry, Jersey, Jo Daviess, Knox, La Salle, Lee, Livingston, Logan, Macoupin, Marshall, Mason, McDonough, McLean, Menard, Mercer, Monroe, Montgomery, Morgan, Ogle, Pike, Putnam, Randolph, Rock Island, Schuyler, Scott, Stark, Stephenson, Warren, Washington, Whiteside, Winnebago and Woodford Counties in Illinois.

BUILDING PROJECTS (does not include single-family homes and apartments up to and including four stories, and also does not include landscape projects for BOONE and DEKALB COUNTIES).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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 \$10.95 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 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number
0

Publication Date
01/01/2021

1	01/08/2021
2	01/15/2021
3	01/22/2021
4	02/05/2021
5	02/12/2021
6	02/19/2021
7	02/26/2021
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11	04/16/2021
12	05/07/2021
13	05/14/2021
14	05/21/2021
15	05/28/2021
16	06/04/2021
17	06/11/2021
18	06/18/2021
19	06/25/2021
20	07/02/2021
21	07/16/2021
22	07/23/2021
23	07/30/2021
24	08/06/2021
25	08/13/2021
26	08/27/2021
27	09/03/2021
28	09/10/2021
29	09/24/2021
30	10/01/2021
31	10/08/2021
32	10/22/2021
33	10/29/2021

ASBE0017-003 06/01/2021

BUREAU, DE KALB, LA SALLE, LEE, LIVINGSTON AND PUTNAM COUNTIES

	Rates	Fringes
ASBESTOS WORKER/INSULATOR		
includes the application		
of all insulating		
materials, protective		
coverings, coatings, and		
finishes to all types of		
mechanical systems.....	\$ 51.80	30.60
Fire Stop Technician.....	\$ 41.44	27.85
HAZARDOUS MATERIAL HANDLER		
includes preparation,		

wetting, stripping removal
scrapping, vacuuming,
bagging and disposal of
all insulation materials,
whether they contain
asbestos or not, from
mechanical systems.....\$ 38.85 27.85

ASBE0017-007 06/01/2021

MARSHALL, MCLEAN, STARK, and WOODFORD COUNTIES

	Rates	Fringes
ASBESTOS WORKER/INSULATOR includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems.....\$ 44.25		29.35
Fire Stop Technician.....\$ 34.96		24.54

HAZARDOUS MATERIAL HANDLER
includes preparation,
wetting, stripping removal
scrapping, vacuuming,
bagging and disposal of
all insulation materials,
whether they contain
asbestos or not, from
mechanical systems.....\$ 35.60 27.14

ASBE0019-003 06/01/2021

BOONE, OGLE, STEPHENSON, and WINNEBAGO COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....\$ 38.68		35.50

ASBE0081-002 06/01/2021

CARROLL, HANCOCK, HENDERSON, HENRY, JO DAVIESS, KNOX,
MCDONOUGH, MERCER, ROCK ISLAND, WARREN, and WHITESIDE COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 30.86	22.95

BOIL0001-004 05/01/2021

BOONE, DE KALB, & WINNEBAGO COUNTIES

	Rates	Fringes
BOILERMAKER.....	\$ 52.61	33.07

BOIL0060-001 01/01/2021

BUREAU, CARROLL, FULTON, HANCOCK, HENDERSON, HENRY, JO DAVIESS,
KNOX, LA SALLE, LEE, LIVINGSTON, LOGAN, MCDONOUGH, MCLEAN,
MARSHALL, MASON, MERCER, OGLE, PUTNAM, ROCK ISLAND, SCHUYLER,
STARK, STEPHENSON, WARREN, WHITESIDE, and WOODFORD COUNTIES

	Rates	Fringes
BOILERMAKER.....	\$ 41.00	30.04

BOIL0363-003 01/01/2021

ADAMS, BOND, BROWN, CALHOUN, CASS, CLINTON, GREENE, JERSEY,
MACOUPIN, MENARD, MONROE, MONTGOMERY, MORGAN, PIKE, RANDOLPH,
and WASHINGTON COUNTIES

	Rates	Fringes
BOILERMAKER.....	\$ 39.75	33.05

BRIL0006-001 06/01/2019

BUREAU, HENRY, LASALLE, LIVINGSTON, PUTNAM, and STARK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.20	23.59

BRIL0006-002 06/01/2018

BUREAU, HENRY, LA SALLE, LIVINGSTON, PUTNAM, and STARK COUNTIES

	Rates	Fringes
TILE FINISHER.....	\$ 35.25	18.00
TILE LAYER.....	\$ 38.07	20.21

BRIL0006-004 06/01/2019

MERCER and ROCK ISLAND COUNTIES

	Rates	Fringes
Bricklayer, Caulker, Cleaner, Pointer & Stonemason.....	\$ 29.51	20.35

BRIL0006-005 06/01/2019

FULTON, HENDERSON, KNOX, MARSHALL, WARREN, and WOODFORD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.01	23.14

BRIL0006-008 06/01/2016

MCLEAN COUNTY

	Rates	Fringes
Bricklayer, Caulker, Cleaner, Pointer & Stonemason.....	\$ 30.59	23.19

BRIL0006-009 06/01/2017

FULTON, HENDERSON, KNOX, MARSHALL, MCLEAN, WARREN, and WOODFORD COUNTIES

	Rates	Fringes
Base Machine Men.....	\$ 31.13	21.09
Marble & Tile Setter and Terrazzo Worker.....	\$ 32.87	21.09

BRIL0006-017 06/01/2017

CARROLL, JO DAVIESS, LEE, OGLE, STEPHENSON, WHITESIDE, and

WINNEBAGO COUNTIES

	Rates	Fringes
Bricklayer, Caulker, Cleaner, Pointer & Stonemason.....	\$ 40.00	24.72

BRIL0006-018 06/01/2019

BOONE COUNTY

	Rates	Fringes
Bricklayer, Caulker, Cleaner, Pointer & Stonemason.....	\$ 43.80	27.23

BRIL0006-020 06/01/2016

BUREAU, DE WITT, HENRY, LA SALLE, LIVINGSTON, MERCER, PUTNAM,
ROCK ISLAND AND STARK COUNTIES

	Rates	Fringes
Base Machine Men.....	\$ 33.90	15.99

BRIL0006-023 06/01/2019

BOONE, CARROLL, JO DAVIESS, LEE, OGLE, STEPHENSON, WHITESIDE &
WINNEBAGO COUNTIES

	Rates	Fringes
Marble & Tile Setter and Terrazzo Worker.....	\$ 38.52	21.86
Marble, Tile & Terrazzo Finisher.....	\$ 35.69	19.65

BRIL0006-026 06/01/2019

MERCER & ROCK ISLAND COUNTIES

	Rates	Fringes
Marble & Tile Setter and Terrazzo Worker.....	\$ 25.78	19.40

BRIL0008-002 05/01/2019

RANDOLPH COUNTY

	Rates	Fringes
Bricklayer, Caulker, Cleaner, Pointer & Stonemason.....	\$ 30.79	21.69

BRIL0008-007 08/01/2017

BOND, CALHOUN, CLINTON, JERSEY, MACOUPIN (STAUNTON & MT.
OLIVE), MONROE, MONTGOMERY, AND WASHINGTON COUNTIES

	Rates	Fringes
BRICKLAYER Bricklayer, Marble, Terrazzo Worker, and Tile Layer.....	\$ 33.13	22.05

BRIL0008-008 05/01/2019

ADAMS, BROWN, CASS, GREENE, HANCOCK, MACOUPIN (Except Staunton
& Mt. Olive), MORGAN, MCDONOUGH, PIKE, SCHUYLER, AND SCOTT
COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 30.79	21.69

BRIL0008-009 05/01/2020

MORGAN AND SCOTT COUNTIES

	Rates	Fringes
Cement Mason/Plasterer.....	\$ 31.91	21.93

BRIL0008-010 05/01/2020

LOGAN, MASON, and MENARD COUNTIES

	Rates	Fringes
Bricklayer, Caulker, Cleaner, Pointer & Stonemason.....	\$ 33.49	24.93

BRIL0008-027 05/01/2017

ADAMS, BROWN, CASS, GREENE, HANCOCK, MACOUPIN, MORGAN,
MCDONOUGH, PIKE, SCHUYLER, AND SCOTT COUNTIES

	Rates	Fringes
Marble & Tile Setter and Terrazzo Worker.....	\$ 32.20	18.51
Marble, terrazzo and tile finisher.....	\$ 30.70	18.51

BRIL0008-028 05/01/2016

LOGAN, MASON, and MENARD COUNTIES

	Rates	Fringes
Marble Setter, Terrazzo Worker & Tile Setter.....	\$ 31.74	17.87
Marble, terrazzo and tile finisher.....	\$ 30.24	17.87

BRIL0008-029 05/01/2019

RANDOLPH COUNTY

	Rates	Fringes
Marble Finisher, terrazzo finisher and tile finisher.....	\$ 29.75	20.23

BRIL0021-005 06/01/2018

DE KALB COUNTY

	Rates	Fringes
BRICKLAYER (including Cement Mason).....	\$ 46.19	29.74

CARP0004-008 05/01/2021

HENDERSON, HENRY, MERCER, AND ROCK ISLAND COUNTIES

	Rates	Fringes
CARPENTER (Carpenters, Lathers, Carpet, Linoleum, and Soft Tile Layers).....	\$ 30.75	25.66

CARP0174-004 06/01/2021

BUREAU, LA SALLE, MARSHALL, PUTNAM, and STARK COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 34.95	32.74

CARP0237-004 05/01/2021

FULTON AND MASON COUNTIES

	Rates	Fringes
Carpenter/Lather.....	\$ 34.30	29.94

CARP0237-009 05/01/2021

KNOX COUNTY

	Rates	Fringes
Carpenter/Lather.....	\$ 34.30	29.94
Piledriver.....	\$ 35.30	29.94

CARP0237-015 05/15/2020

WOODFORD COUNTY

	Rates	Fringes
Carpenter/Lather.....	\$ 33.58	29.10
Piledriver.....	\$ 34.58	29.10

CARP0237-020 05/15/2020

	Rates	Fringes
Carpenter/Lather.....	\$ 33.57	29.10
Piledriver.....	\$ 34.57	29.10

CARP0270-001 05/01/2019

MENARD COUNTY

	Rates	Fringes
Carpenter/Lather.....	\$ 32.83	27.45
Piledriver.....	\$ 33.83	27.45

CARP0270-006 05/01/2017

ADAMS COUNTY

	Rates	Fringes
Carpenter/Lather.....	\$ 31.39	25.99
Piledriver.....	\$ 32.39	25.99

CARP0270-009 05/15/2020

HANCOCK, MCDONOUGH, AND WARREN COUNTIES

	Rates	Fringes
Carpenter/Lather.....	\$ 34.14	28.60
Piledriver.....	\$ 35.14	28.60

CARP0270-013 05/15/2020

MACOUPIN AND MONTGOMERY COUNTIES

	Rates	Fringes
Carpenter/Lather.....	\$ 33.36	28.60
Piledriver.....	\$ 34.36	28.60

CARP0270-020 05/15/2020

LOGAN COUNTY

	Rates	Fringes
Carpenter/Lather.....	\$ 34.10	28.60
Piledriver.....	\$ 35.10	28.60

CARP0270-022 05/15/2020

BROWN, CASS, GREENE, MORGAN, PIKE, SCHUYLER, AND SCOTT COUNTIES

	Rates	Fringes
Carpenter/Lather.....	\$ 33.36	28.60
Piledriver.....	\$ 34.36	28.60

CARP0500-004 05/01/2021

CLINTON (EXCLUDING BROOKSIDE TWP), MONROE RANDOLPH, and
WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER (Lather, Piledriver and Millwright).....	\$ 41.36	18.90
Carpet Installer (Carpet, Linoleum, Hardwood and Tile Layer).....	\$ 36.08	18.90

 CARP0640-001 05/01/2021

ALEXANDER, FRANKLIN, HARDIN, MASSAC, JACKSON, PERRY, POPE, JOHNSON, GALLATIN, PULASKI, SALINE, UNION, and WILLIAMSON COUNTIES

	Rates	Fringes
CARPENTER (Lather, Piledriver, and Millwright).....	\$ 38.62	18.90
Carpet Installer (Carpet, Linoleum, Hardwood, and Tile Layer).....	\$ 36.08	18.90

DIVERS (Receive 1 1/2 times Carpenter's rate plus fringe benefits and \$25.00 per day for equipment)

 * CARP0664-004 05/01/2021

BOND, CALHOUN, and JERSEY COUNTIES

	Rates	Fringes
CARPENTER (Lather, Piledriver, and Millwright).....	\$ 41.36	18.90
Carpet Installer (Carpet, Linoleum, Hardwood, and Tile Layer).....	\$ 36.08	18.90

 CARP0790-001 06/01/2021

CARROLL, DE KALB, JO DAVIESS, LEE, OGLE (Southern Half), STEPHENSON, and WHITESIDE COUNTIES

	Rates	Fringes
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Carpenter/Lather

Carroll, Jo Daviess, Lee
 (West of Brooklyn Road),
 Ogle (Remainder of
 Southern Half),
 Stephenson, and Whiteside...\$ 38.28 32.72
 DeKalb, Lee (East of
 Brooklyn Road), Ogle
 (Territory within IL Route
 72, Meridian Road & the
 southern Ogle County Line)..\$ 43.66 32.72

 CARP0792-001 06/01/2021

BOONE, OGLE (Northern Half), and WINNEBAGO COUNTIES

	Rates	Fringes
Carpenter, Lather, Soft Floor Layer.....	\$ 41.79	30.98

 CARP1051-001 05/15/2020

FULTON, HANCOCK, KNOX, LOGAN, MASON, MCDONOUGH, WARREN, AND
 WOODFORD COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 33.06	29.97

 CARP1051-003 05/15/2020

ADAMS, BROWN, CASS, GREENE, MACOUPIN, MENARD, MONTGOMERY,
 MORGAN, PIKE, SCHUYLER, AND SCOTT COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 33.06	29.36

 CARP1051-007 05/15/2020

LIVINGSTON AND MCLEAN COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 33.06	30.04

 CARP2158-001 06/01/2021

BOONE, BUREAU, CARROLL, DEKALB, HENDERSON, HENRY, JO DAVIESS,
LA SALLE, LEE, MARSHALL, MERCER, OGLE, PUTNAM, ROCK ISLAND,
STARK, STEPHENSON, WHITESIDE, AND WINNEBAGO COUNTIES

	Rates	Fringes
MILLWRIGHT		
ZONE 1: Carroll, Henderson, Henry, Mercer, and Rock Island (East) Counties.....	\$ 32.18	27.41
ZONE 3: Boone, Jo Daviess, Ogle, Stephenson, and Winnebago Counties.....	\$ 43.97	29.19
ZONE 5: Bureau, DeKalb, La Salle, Lee, Marshall, Putnam, Rock Island (West), Stark, and Whiteside Counties.....	\$ 43.32	30.01

ELEC0034-001 03/01/2021

PEORIA DIVISION - MARSHALL (Area West of Bell Plain & Roberts
TWPS) AND WOODFORD (Area West of Kansas, Linn, Palestine &
Roanoke TWPS) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 39.00	23.17

ELEC0034-002 03/01/2021

GALESBURG DIVISION - FULTON (Cass, Deerfield, Ellisville,
Harris, Lee, Union, Young, & Hickory TWPS), HENDERSON, KNOX,
MCDONOUGH (Blandinsville, Prairie City, Emmet, Tennessee,
Scotland, Sciota, Bushnell, Chalmers TWPS), MERCER (Ohio Grove,
North Henderson, and Suez twps), and WARREN Counties

	Rates	Fringes
ELECTRICIAN.....	\$ 36.27	23.09

ELEC0034-003 03/01/2021

QUINCY DIVISION - ADAMS, BROWN, HANCOCK, MCDONOUGH (Lamoine,
Bethel, Industry & Eldorado), PIKE, AND SCHUYLER COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.00	19.41

ELEC0034-005 03/01/2021

PEORIA DIVISION - FULTON (Except Cass, Deerfield, Ellisville, Harris, Lee, Union, Young, & Hickory TWPS); MASON (Except Bath, Crane, Creek, Kilbourne, Lynchburg, Mason City, and Salt CREEK TWPS); AND STARK (Essex, Valley & West Jersey TWPS) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 39.00	23.17

ELEC0034-014 09/01/2021

BUILDING

QUINCY DIVISION - ADAMS, BROWN, FULTON, HANCOCK, HENDERSON, KNOX, MARSHALL Westside), MASON (Northside), MCDONOUGH, MERCER (Southeast side), PEORIA, PIKE, SCHUYLER, STARK (Southside), TAZWELL, WARREN, WOODFORD (Westside) COUNTIES

	Rates	Fringes
ELECTRICAL LOW VOLTAGE WIRING INSTALLER		

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school,

intercom and sound burglar
alarms and low voltage
master clock systems.....\$ 31.55 21.45

ELEC0145-002 06/07/2021

CARROLL (Chadwick, Mt. Carroll, Savanna and Thompson TWPS),
HENRY (Except Annawan, Burns, Cambridge, Galva, Kewanee,
Weller, and Westerfield TWPS), JO DAVIESS (Savanna Ordnance
Depot), MERCER (Except Ohio Grove, North Henderson, & Suez),
WHITESIDE (Remainder), and ROCK ISLAND COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 38.25	24.67
ELECTRICIAN.....	\$ 37.25	24.59

ELEC0176-002 06/01/2021

BUREAU, HENRY (Anawan, Burns, Cambridge, Galva, Kewanee,
Weller, and Westerfield TWPS), LA SALLE (Deer Park, Eden, La
Salle, Peru, Utica, Ottawa, Seneca & Vermilion TWPS), PUTNAM
(Granville, Hennepin & Senachwine TWPS) and STARK (Elmira,
Goshen, Oseola, Penn, and Toulon TWPS) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 46.95	42.29

ELEC0176-013 06/01/2020

BUREAU, HENRY (Anawan, Burns, Cambridge, Calva, Kewanee,
Weller, and Westerfield TWPS), LA SALLE (Deer Park, Eden, La
Salle, Peru, Utica, Ottawa, Seneca, & Vermilion TWPS), PUTNAM
(Granville, Hennepin, & Senachwine TWPS), & STARK (Elmira,
Goshen, Oseola, Penn, and Toulon TWPS) COUNTIES

	Rates	Fringes
CATV Installer.....	\$ 37.50	32.78

ELEC0193-001 06/02/2021

CASS, LOGAN, MACOUPIN (Athenville, Scottville, Girard & area
North thereof), MASON (Lynchburg, Bath, Kilbourne, Crane Creek,
Salt Creek & Mason TWPS), MENARD, MONTGOMERY (Bois D Arc,
Pitman, & Harvel TWPS), MORGAN, and SCOTT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 38.41	5%+18.65

ELEC0193-012 09/01/2021

BUILDING

CASS, LOGAN, MACOUPIN (Northside), MASON (Southside), MENARD,
MORGAN, MONTGOMERY (Northwest side), SCOTT, and SANGAMON
COUNTIES

	Rates	Fringes
ELECTRICAL LOW VOLTAGE WIRING INSTALLER Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.....	\$ 34.08	3%+17.90

ELEC0197-001 12/01/2020

MC LEAN (Except Anchor, Belleflower, Cropsey, Cheney Grove
TWPS) and WOODFORD (Palestine, El Paso & Kansas TWPS) COUNTIES

Rates	Fringes
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ELECTRICIAN.....\$ 40.25 20.50

ELEC0197-007 09/01/2021

BUILDING

DEWITT (Northside), WESTERN (Northside), MCLEAN (Southside),
and WOODFORD (Southside) COUNTIES

Rates Fringes

ELECTRICAL LOW VOLTAGE WIRING
INSTALLER

Installation, service and
maintenance of low-voltage
systems which utilizes the
transmission and/or
transference of voice,
sound, vision, or digital
for commercial, education,
security and entertainment
purposes for the
following: TV monitoring
and surveillance,
background/foreground
music, intercom and
telephone interconnect,
field programming,
inventory control systems,
microwave transmission,
multi-media, multiplex,
radio page, school,
intercom and sound burglar
alarms and low voltage
master clock systems.....\$ 35.63

17.37

ELEC0309-001 08/30/2021

BOND (Western Half), CLINTON (Except Huey, Hoffman, and
vicinity), MACOUPIN (Except Brighton TWP, Athenville,
Scottville, Girard, and area North thereof), MONROE, MONTGOMERY
(West of Butler Grove, Isham, & Raymond TWPS), RANDOLPH (Red
Bud TWP), and WASHINGTON (Venedy TWP) COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 44.09 57.96%

ELEC0309-012 09/01/2020

BUILDING

BOND (Westside), CLINTON (Westside), MACOUPIN (Central and Southeast sides), MADISON (Southeast side), MONROE (Westside), MONTGOMERY (Northwest side), RANDOLPH, ST. CLAIR, AND WASHINGTON (Northwest side) COUNTIES

Rates

Fringes

ELECTRICAL LOW VOLTAGE WIRING
INSTALLER

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.....\$ 35.27

15.65

ELEC0364-001 05/31/2021

BOONE, CARROLL (Cherry Grove, Shannon, Rock Creek, Lina, Wysox & Elkhorn Grove TWPS), DEKALB (Franklin, Kingston, Genoa, South Grove, Mansfield, DeKalb, Corland, Milan, Alton Pierce, Shabbona Mayfield, Sycamore, Malta, Paw Paw, Squaw Grove, Victor, & Somonauk TWPS), JO DAVIESS (Warren & Rush), LEE, OGLE, STEPHENSON, WHITESIDE (Genesee, Jordan, Hopkins, Sterling, Hume, Montgomery, Tampico, & Hahnman TWPS), AND WINNEBAGO COUNTIES

Rates

Fringes

ELECTRICIAN.....\$ 50.00 38.42

ELEC0461-001 05/31/2021

DE KALB COUNTY (Sandwich TWP)

Rates Fringes

ELECTRICIAN.....\$ 51.00 36.62

ELEC0461-004 11/02/2020

DE KALB COUNTY (Sandwich Twp)

Rates Fringes

ELECTRICIAN (ELECTRICAL
TECHNICIAN).....\$ 41.41 31.34

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.

ELEC0538-007 09/01/2020

BUILDING

IROQUOIS (Southeastern side), and VERMILION COUNTIES

Rates Fringes

ELECTRICAL LOW VOLTAGE WIRING
INSTALLER

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment

purposes for the
 following: TV monitoring
 and surveillance,
 background/foreground
 music, intercom and
 telephone interconnect,
 field programming,
 inventory control systems,
 microwave transmission,
 multi-media, multiplex,
 radio page, school,
 intercom and sound burglar
 alarms and low voltage
 master clock systems.....\$ 34.90

16.55

 ELEC0601-003 03/01/2021

LA SALLE (Remainder), LIVINGSTON, MCLEAN (Cropsey, Anchor,
 Cheney Grove, & Belleflower TWPS), MARSHALL (Roberts, Evans,
 Bell, Plaine, & Bennington), PUTNAM (Magnolia TWP), and
 WOODFORD (Linn, Clayton, Minonk, Roanoke, Green, & Panola TWPS)
 COUNTIES

Rates

Fringes

ELECTRICIAN.....\$ 43.83

18.83

 ELEC0601-010 09/01/2020

BUILDING

CHAMPAIGN, DEWITT (Northeast side), DOUGLAS (Northeast side),
 FORD (Southside), IROQUITOS (Southwest side), LASALLE
 (Southside), LIVINGSTON, MARSHALL (Eastside), PIATT (Northeast
 side), PUTNAM (Southeast side), and WOODFORD (Northeast side)
 COUNTIES

Rates

Fringes

ELECTRICAL LOW VOLTAGE WIRING

INSTALLER.....\$ 32.86

18.59

Installation, service and maintenance of low-voltage systems
 which utilizes the transmission and/or transference of
 voice, sound, vision, or digital for commercial, education,
 security and entertainment purposes for the following: TV
 monitoring and surveillance, background/foreground music,
 intercom and telephone interconnect, field programming,

inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

ELEC0649-001 12/28/2020

CALHOUN, GREEN, JERSEY, AND MACOUPIN (Brighton TWP) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 45.14	24.60

ELEC0649-007 01/02/2021

BUILDING

CALHOUN, GREENE, JERSEY, MADISON (Northwest side), MACOUPIN (Southwest side) COUNTIES

	Rates	Fringes
ELECTRICAL LOW VOLTAGE WIRING INSTALLER.....	\$ 32.96	18.49
Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.....	\$ 33.06	17.19

ELEC0702-007 01/01/2021

BOND (Eastern Half), CLINTON (Huey, Hoffman, & vicinity),
 RANDOLPH (Except Red Bud TWP), AND WASHINGTON (Except Venedy
 TWP) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 46.02	24.32

 ELEC0702-016 09/01/2019

BUILDING

ALEXANDER, BOND (Eastside), CLAY, CLINTON (Eastside), EDWARDS,
 EFFINGHAM (Southwestern side), FAYETTE (Southside), FRANKLIN,
 GALLATIN, HAMILTON, HARDIN, JACKSON, JEFFERSON, JOHNSON,
 MARION, MASSAC, PULASKI, PERRY, POPE, RANDOLPH (Southeastern
 side), SALINE, UNION, WASHINGTON (Southeastern side), WAYNE,
 WHITE, and WILLIAMSON COUNTIES

	Rates	Fringes
ELECTRICAL LOW VOLTAGE WIRING INSTALLER.....	\$ 35.89	14.27

Installation, service and maintenance of low-voltage systems
 which utilizes the transmission and/or transference of
 voice, sound, vision, or digital for commercial, education,
 security and entertainment purposes for the following: TV
 monitoring and surveillance, background/foreground music,
 intercom and telephone interconnect, field programming,
 inventory control systems, microwave transmission,
 multi-media, multiplex, radio page, school, intercom and
 sound burglar alarms and low voltage master clock systems.

 ELEC0704-002 06/01/2021

JO DAVIESS COUNTY (Except Savanna Ordnance Depot & area East of
 Apple River, Thompson & Woodbine TWPS)

	Rates	Fringes
ELECTRICIAN.....	\$ 34.85	4%+17.15

 ELEV0003-003 01/01/2021

	Rates	Fringes
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ELEVATOR MECHANIC.....\$ 53.46 35.825+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 less than 5 years of service

b) Eight paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day Friday after Thanksgiving Day, Veterans' Day and Christmas Day.

ELEV0033-003 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 47.85	35.825+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 employees with less than 5 years of service.

B. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; & Christmas Day.

ELEV0055-002 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 49.32	35.825+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

ELEV0132-002 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 55.60	35.825+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.

* ENGI0150-003 06/01/2021

BOONE, CARROLL, DE KALB, JO DAVIESS, LEE, OGLE, STEPHENSON, WHITESIDE, AND WINNEBAGO COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 48.05	44.70
GROUP 2.....	\$ 47.35	44.70
GROUP 3.....	\$ 44.90	44.70
GROUP 4.....	\$ 42.90	44.70

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Mechanic; Asphalt Plant*; Asphalt Spreader; Autograde*; Backhoes with Caisson attachment*; Batch Plant*; Benoto(Requires two Engineers); Boiler and Throttle Valve; Caisson Rigs*; Central Redi-Mix Plant*; Combination Backhoe Front Endloader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted)*; Concrete Conveyor; Concrete Conveyor, Truck Mounted; Concrete Paver over 27E cu. ft.*; Concrete Paver 27E cu ft and Under*; Concrete Placer*; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes*; Cranes, Hammerhead*; Cranes, (GCI and similar type Requires two operators only); Creter Crane; Crusher, Stone, etc; Derricks; Derricks, Traveling*; Formless Curb and Gutter Machine*; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2 1/4 yd. and over; Hoists, Elevators, Outside Type Rack and pinion and similar Machines; Hoists, One, Two, and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes*; Hydraulic Boom

Trucks; Hydraulic Vac (and similar equipment); Locomotives; Motor Patrol*; Pile Drivers and Skid Rig*; Post Hole Digger; Pre- Stress Machine; Pump Cretes Dual Ram (Requiring frequent Lubrication and Water); Pump Cretes; 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; Automatic Hoists, Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted)*; Rollers; Steam Generators; Tractors; Tractor Drawn Vibratory Roller (Receives an additional \$.50 per hour); Winch Trucks with "A" Frame.

GROUP 3: Air Compressor-Small 185 and Under (1 to 5 not to exceed a total of 300 ft); Air Compressor-Large over 185; 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 - Oilers; Hoists; Inside Elevators; Push Button Automatic Doors

*-Requires Oiler

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.

* ENGI0150-005 06/01/2021

BUREAU (East and North of RT. 26), LA SALLE, LIVINGSTON, AND PUTNAM (East & South of the Illinois River) COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 51.80	44.40
Group 2.....	\$ 50.50	44.40
Group 3.....	\$ 47.95	44.40
Group 4.....	\$ 46.20	44.40

POWER EQUIPMENT OPERATOR 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 Frontend Loader; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted)*; Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Paver 27E cu ft and under; Concrete Placer*; Concrete Pump Truck Mounted; Concrete Tower; Cranes; Cranes, Hammerhead*; Creter Crane; Crusher, Stone, etc; Derricks; Derricks, Traveling; Formless Curb and Gutter Machine*; Grader, Elevating; Grouting Machines; Highlift Shovels or Frontend Loader 2 1/4 yd and over; Hoists, Elevators, Outside Type Rack and Pinion and Similar; Hoists, One, Two, and Three Drums; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotive; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Prestress Machine; Pump Crete Dual Ram (requiring frequent lubrication and water)*; Pump Cretes; Squeeze Cretes Screw Type Pumps Gypsum Bulker and Pump; 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; Trenching Machines

GROUP 2: Boiler; Broom, All Power Propelled; Bulldozers; Concrete Mixer 2 Bag and over; Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovel or Front end Loader under 2.25 cu yd; Hoists, Automatic; Hoists, Inside Freight 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 (additional .50/hr); A-Frame Winch Trucks

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 (Rheostat Manual Controlled); Hydraulic Power Units, (Pile Driving and Extracting); Lowboys; 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

GROUP 4: Bobcat/Skid Steer Loader; Boom Trucks (Residential); Brick Forklift; Hoists, Inside Elevators Push Button with Automatic Doors; Oilers

*Requires an Oiler

HENRY (Western Half), MERCER, ROCK ISLAND, and WHITESIDE
(Western part from the 5th Sectional Line East of Morrison
running directly North and South) COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 37.50	35.80
GROUP 2.....	\$ 36.50	35.80
GROUP 3.....	\$ 33.85	35.80
GROUP 4.....	\$ 32.80	35.80

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane (Friction or Hydraulic, regardless of size or
attachments); Tow or Push Boat

GROUP 2: Asphalt Heater-Planer Unit; Asphalt Paver; Asphalt
Paver Screed; Asphalt Plant; Automatic Curbing Machine;
Backfiller (throw bucket); Blastholer Self-Propelled Rotary
Drill or Similar Machines; Boom Tractor or Side Boom;
Boring Machine (Directional, Vertical or Horizontal);
Building Hoist (1,2 or 3 drums); Caisson Auguring Machines;
Central Redi-Mix Plant; Chip Spreader; Cleaning & Priming
Machine; Combination Backhoe Front End Loader; Combination
Concrete Finishing Machine and Float; Concrete Breaker or
Hydro-Hammer; Concrete Conveyor or Pump; Concrete Paver;
Concrete Spreader; Concrete Wheel Saw (Large
self-propelled); Crusher (Stone, Concrete, Asphalt, etc.);
Curing-Tinning Machine; Dipper Dredge Crane man; Dipper
Dredge Operator; Dual Purpose Truck (Boom, Winch, etc.);
Excavator; Farm-Type Tractor Operating Scoop or Scraper or
with Power Attachment; Forklift (6000 lb. capacity);
Grader, Motor Grader, Motor Patrol, Auto Grader, Form
Grader, Pull Grader, Sub Grader, Elevating Grader; Group
Equipment Greaser; Guard Rail Post Driver; Hoists;
Hydraulic Dredge Leverman or Engineer; Hydro-Vac Truck
Mounted or Pull Type, and Similar Equipment; Laser Screed;
Loader (Track, Rubber Tire or Articulated); Locomotive
Engineer; Mechanic-Welder; Mechanical Loaded Log Chippers
or Similar Machines; Milling Machine; Mucking Machine; Pile
Driver; Pipe Bending; Pug Mill; Road Widener-Shoulder
Spreader; Scraper (self-propelled); Self-Propelled Roller
or Tire Roller (on Asphalt or Blacktop), Sheep Foot or Pad
Foot Compactor; Shovel; Slip Form Paver; Steel Track-Type
Tractor (Dozer, Push Cat, etc.); Transfer or Shuttle Buggy;
Trenching Machine (40 H.P. & over); Work Boat.

GROUP 3: Articulated Off-Road Haul Unit; Asphalt Booster;

Boiler (Engineer or Fireman); Conveyor Over 20 H.P.; Distributor; Driver on Truck Crane or Similar Machines; Elevator; Farm-Type Tractor (Without Power Attachment); Fireman & Pump Operator at Asphalt Plant; Forklift (Less than 6000 lb. capacity); Grout Pump; Light Plant; Mechanical Broom; Mud Jack; Self-Propelled Roller (Other than listed in Group 2); Straddle Carrier; Trench Machine (Under 40 H.P.).

GROUP 4: Air Compressor (400 C.F.M. or over); Compact Loader (Rubber Tire, Track & Utility); Engine Driven Welding Machine; Mechanical Heater (other than steam boiler); Small Outboard Motor Boat (Safety Boat & Life Boat); Water Pump (More than one well point pump).

 ENGI0520-001 08/01/2018

BOND, CALHOUN, CLINTON, GREENE, JERSEY, MACOUPIN, MONROE, MONTGOMERY, RANDOLPH, and WASHINGTON COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 01.....	\$ 38.30	32.15
Group 02.....	\$ 37.17	32.15
Group 03.....	\$ 32.69	32.15
Group 04.....	\$ 32.75	32.15
Group 05.....	\$ 32.42	32.15
Group 06.....	\$ 40.85	32.15
Group 07.....	\$ 41.15	32.15
Group 08.....	\$ 41.43	32.15
Group 09.....	\$ 39.30	32.15
Group 10.....	\$ 40.30	32.15
Group 11.....	\$ 40.30	32.15
Group 12.....	\$ 41.30	32.15

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Cranes, Draglines, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, Screws on Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines, or Backfiller, Cherrypickers, overhead Cranes, Roller, Steam or Gas, Concrete Pavers, Excavator Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, DerrickType Drills, Boat Operators, Motor Graders or

Pushcats, Scoops or Toumapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than derrick type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (two), Air Compressors (two) Water Pumps, regardless of size (two), Welding Machines (two), Siphons or Jets (two), Winch Head or Apparatuses (two), Light Plants (two), Waterblasters (two), all Tractors, regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (one), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, concrete saws of all types and sizes with their attachments, gobhoppers, excavators all sizes, the repair, greasing, and fueling of all diesel hammers, the operation, set-up and cleaning of bidwells, concrete placement booms, the alterations, repair of all barges, water blasters of all sizes and their clutches, mobile lifts, hydraulic jacks where used for hoisting, diesel or gas powered flashing signs used for traffic control, micro pavers, log skidders, iceolators used on and off of pipeline, condor cranes, drill rigs of all sizes, bow boats, survey boats, ross carriers, bob-cats and all their attachments, skid steer loaders and all their attachments, creter crane, direct drive electric motors the bolting and unbolting the adjusting and shimming, (dewatering jobs, whirley crane, conveyor belts) etc., batch plants (all sizes), roto mills, conveyors systems of any size and any configuration, hydroseeders and strawblowers all sizes, operation, repair, service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, grout machines regardless of size, Nail launchers when mounted on a machine or self-propelled, con-cover machines, Goldhofer and similar S.P.M.T. (self-propelled modular transpmiers) heavy transport units and all Operators (except those listed below).

Group 2: Assistant Operators

GROUP 3: Air Compressor One; Water Pump regardless of size One; Welding Machine One; 1-Bag Mixer One; Conveyor One; Siphon or Jet; Light Plant One; Heater One; Immobile Track Air One

GROUP 4: Firemen on Whirlies and Asphalt Spreader Oiler; Heavy Equipment Oilers; Truck Cranes; Monigans; Large over 65 tons capacity; Concrete Plant Oiler and Black Top Plant Oiler

GROUP 5: Oilers

GROUP 6: Operators on equipment with Booms, including Jibs, 100 ft and over, but less than 150 ft

GROUP 7: Operators on equipment with Booms, including Jibs, 150 ft and over, but less than 200 ft

GROUP 8: Operators on equipment with Boomns, including Jibs, 200 ft and over; Tower Cranes, and Whirley Cranes

GROUP 9: Certified crane Operators, Below 17.5 tons, when requested by the Contractor or required by the Owner.

GROUP 10: Certified crane Operators 17.5 tons and above, when requested by the Contractor or required by the Owner.

GROUP 11: Master Mechanic

GROUP 12: Licensed Boat Pilot

ENGI0649-001 04/01/2019

BUREAU (West of RT. 26), FULTON, HANCOCK, HENDERSON, HENRY (Eastern Half), KNOX, MARSHALL, MASON, MCDONOUGH, MCLEAN, PUTNAM (West of Illinois River), STARK, WARREN, and WOODFORD COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 40.74	34.50
Group 2.....	\$ 37.71	34.50
Group 3.....	\$ 32.70	34.50

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Overhead Cranes; Gradall; All Rough Terrain Hydraulic Cranes (Cherry Pickers) 91,000 lbs gross vehicle weight and over require an oiler; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (Single Drum, Dual Drum, Tri-batchers); Blacktop Plant Operators and Plant Engineers; 3-Drum Hoist; Derricks; Hydro Cranes

(non-lattice boom truck cranes having three (3) axles or less shall not require an oiler, a dolly shall count as an axle); Shovels; Skimmer Scoops; Koehring Scooper; Draglines; Backhoe; Derrick Boats; 360" Swing Excavators; Locomotive Cranes; Dredge (all types); Guard Rail Machines (machines that cannot be moved forward from the post pounder seat requires an oiler); Motor Patrol; Power Blades-Dumore-Elevating and Similar Types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-Type Back-Filler; Drott Yumbo and Similar Types Considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Tunnel Boring Machine (shall require an oiler); Carts/haul units for a boring machine; Helicopter; Tournapulls - All and Similar Types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and Similar Types; Side Booms; Multiple Unit Earth Movers: .75 cents per hr., for each Scoop over one (1); Creter Crane; Trench Machine; Pumpcrete-Belt Crete- Squeeze Cretes-Screw-Type Pumps and Gypsum, Bulker & Pump- Operator will clean; Formless Finishing Machine; Flaherty Spreader or Similar Types; Screee Man on Laydown Machine; Wheel Tractors (Industrial or Farm-Type w/Dozer-Hoe-Endloader or other attachments); FWD & Similar Types; Vermeer Concrete Saw; Self Propelled Concrete Saw; Material Crusher; Screening Plants; Laser Screed; Span Saw; Lull & Similar Types; Off Road Trucks, Articulating End Dump Vehicles & Similar Types; Concrete & All Recycling Machines

GROUP 2 - Dinkeys; Power Launches; PH One-Pass Soil-Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tunneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and Similar Types; Gurries and Similar Types; 1 and 2 Drum Hoists (Buck Hoists and similar types); Chicago Boom; Horizontal Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track-Type) without Power Unit Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Cement Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (all similar types) Self- Propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bags; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck-Type Oilers with CDL; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers

with CDL; Oil Distributor; Truck-Mounted Saws; All Elevator, permanently installed used for hoisting or lowering building material; Construction Elevator temporarily installed

GROUP 3 - Air Compressor; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Water Pump(s); Light Plants; Generators; Welding Machines; Power Subgrader; Straight Tractor; Trac Air without attachments; Roller: five (5) ton and under on earth or gravel; Form Grader; Crawler Crane, Skid Rig Oilers & Oilers with CDL; Conveyor (1) or (2); Mixer (3) Bag and under(Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant; Stud Welder

 ENGI0965-001 05/01/2021

ADAMS, BROWN, CASS, LOGAN, MENARD, MORGAN, PIKE, SCHUYLER, and SCOTT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 39.41	26.45
Group 2.....	\$ 36.88	26.45
Group 3.....	\$ 33.00	26.45
Group 4.....	\$ 41.02	26.45

PREMIUM PAY -

CRANES WITH BOOMS 120-200 ft. 1.00 per hour;

.02 Per Foot for each foot above 200

MULTIPLE UNIT MACHINE - 1.00 per hour;

UNDERGROUND WORK - 1.00 per hour;

UNDER AIR PRESSURE - 1.00 per hour;

HAZARDOUS WASTE OR ASBESTOS REMOVAL PROJECTS - 1.00 per hour for Level C work;

1.50 per hour for Level B work;

2.00 per hour for Level A work;

LONG BOOM ON A STATIONARY CRANE 1.00 per hour above long Boom

Scale

Level A: (highest level of respiratory, skin, and eye protection)

Level B: (same as Level A, but a lower level of skin protection)

Level C: (same as Level B, but a lower level of respiratory protection)

OPERATING ENGINEER CLASSIFICATIONS:

GROUP 1: Asphalt Plant Engineer; Asphalt screed man; Apsco concrete spreader; Asphalt paver; Asphalt roller on bituminous concrete; Athey loaders; Cableways; Cherry Picker; Clam Shell; C.M.I. & Similar Type Autograde Formless Paver, Autograde Placer & Finisher; Concrete Breaker; Concrete plant Operator; Concrete Pumps; Cranes; Derricks; Derrick boats; Draglines; Earth auger boring machine, Elevating Graders; Engineers on dredge; Gravel processing machines; Head equipment greaser; High lift or fork lift; Hoist with two drums or 2 or more loadlines; Locomotive; Mechanics; Motor graders or auto patrols; Operators or levelman on dredges; Power boat oper; Pug mill oper; (Asphalt plat); Orange peels; Overhead cranes; Paving mixer; Piledrivers; Pipe wrapper & Painting machines; Push dozers, or Push cats; Rock crusher; Ross carrier or similar machine; Scoops; Skimmers 2 cu yd capacity & Under: Sheep foot roller (self propelled); Shovels; Skimmer; Scoops; Test hole drilling machines; Tower machine; Tower mixer; Track Tupe & Loaders; Track type forklifts or high lifts; Track jacks & Tampers; Trackors; Sideboom; Trenching machine; Ditching machine; Tunnel lugger; Wheel type end loader; Winch cat; Scoops (All or tournapull).

GROUP 2: Asphalt booster & Heater; Asphalt distributor; Asphalt plant fireman; Building Elevator; Bull float or flexplane; Concrete finshing machine; Concrete saw, self propelled; Concrete spreader machine; Gravel or stone spreader, Power operated; Hoist automatic; Hoist with one drum & one load line; Oiler on 2 paving mixers when used in tandem boom or winch truck; Ost hole diggers; Mechanical; Road or street sweeper, Self-propelled; Scissors hoist; Seaman tiller; Straw machine; Vibratory compactor; Well drill machine; & Mud jacks.

GROUP 3: Air compressor, Track or self-propelled; Bulk cement batching- plants; Conveyors; Concrete mixers (Except Plant, Paver, Tower) Firement, Generators; Greasers; Light

plants; Mechanical theater; Oilers; Power from graders; Power sub-grader; Pug mill, When used other than asphalt operation; Roolers (Except bituminous); Tractors w/o Power attachments regardless of size or type; Truck crane oiler; & driver (one man); Vibratory hammer; Water pump; Welding machine (one 300 amp or over) Combinations of five of any air compressors; Conveyors, Welding Machines, Water pumps; Light plants or Generators shall be in batteries or with in 300 ft.

Group 4: Lattice Boom crawler crane, Lattice Boom truck crane, Telescopic truck mounted crane, Tower crane.

IRON0046-004 05/01/2021

ADAMS (Southeastern corner), BROWN, CASS, FULTON (Southern tip including Marbletown, Astoria & Summun TWPS), GREENE (Northern Half), LOGAN, MACOUPIN (Northern part), MASON (East of Rt. 136), MENARD, MONTGOMERY (Except Litchfield, Hillsboro & South thereof) MORGAN, PIKE, SCHUYLER (Eastern Half), and SCOTT COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.55	28.29

IRON0111-003 07/01/2021

CARROLL (Thompson, Savanna & vicinity), HENRY, JO DAVIESS (East Dubuque, Galena, Hanover, & vicinity), KNOX (Galesburg and area North of the City), MERCER (except Southwest Part), ROCK ISLAND, WARREN (includes Northwest Part), and WHITESIDE (Western Half) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.75	28.36

IRON0112-001 05/01/2021

FULTON (Except Marbletown, Astoria & Summun TWPS), KNOX (area Southeast of Galensburg), LIVINGSTON, MCLEAN (Western Half), MARSHALL (Southwestern corner), MASON (West of Rt. 136), STARK, and WOODFORD COUNTIES

	Rates	Fringes
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IRONWORKER.....\$ 33.57 31.29

IRON0380-002 05/01/2021

MCLEAN COUNTY (Eastern half)

Rates Fringes

IRONWORKER.....\$ 34.85 26.85

IRON0392-001 08/01/2021

BOND, CALHOUN, CLINTON, GREENE (Southern Half), JERSEY, MACOUPIN (Southern Part), MONROE, MONTGOMERY (Litchfield, Hillsboro & South thereof), RANDOLPH, and WASHINGTON COUNTIES

Rates Fringes

IRONWORKER.....\$ 36.50 29.38

IRON0393-001 06/01/2021

DEKALB COUNTY (Southeastern 2/3 including Sycamore and Dekalb)

Rates Fringes

IRONWORKER.....\$ 48.83 39.84

IRON0444-003 06/01/2021

La Salle, Marshall (Except the Southwestern Part), and Putnam Counties

Rates Fringes

IRONWORKER.....\$ 44.00 38.22

IRON0498-001 06/01/2021

BOONE, CARROLL (Except Thompson, Savanna & vicinity.), DEKALB (Except Southeastern 2/3), JO DAVIESS (Except East Dubuque, Galena, Hanover & vicinity), LEE, OGLE, STEPHENSON, WHITESIDE (Cities of Rock Falls, Sterling, West Sterling), and WINNEBAGO COUNTIES

Rates Fringes

IRONWORKER.....\$ 41.37 44.41

IRON0577-007 08/01/2020

ADAMS, HANCOCK, HENDERSON, KNOX (West of Hwy #41), MC DONOUGH,
MERCER (Southwest Part), SCHUYLER (Western Half), and WARREN
(except Northwest Part) COUNTIES

	Rates	Fringes
IRONWORKER.....\$ 27.65		24.20

LAB00032-005 05/01/2020

DEKALB and WINNEBAGO COUNTIES

	Rates	Fringes
LABORER.....\$ 35.84		30.12

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

LAB00149-003 06/01/2018

BOONE COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....\$ 42.72		28.19
GROUP 2.....\$ 41.65		28.19
GROUP 3.....\$ 42.72		28.19
GROUP 4.....\$ 41.65		28.19
GROUP 5.....\$ 41.65		28.19
GROUP 6.....\$ 41.90		28.19

GROUP 7.....	\$ 41.90	28.19
GROUP 8.....	\$ 41.60	28.19

LABORER CLASSIFICATIONS

GROUP 1: Common Laborer, Bobcat, Forklift

GROUP 2: Power Virbrator

GROUP 3: Torchman (demolition), Mortarman

GROUP 4: Power Tamper

GROUP 5: Jackhammer & Air Spade, Chainsaw, Swinging Stage and Boatswain Chair, Cement Gun Nozzleman, Hod Carrier, Plaster Tender, Tunnel Man, and Tree Surgeon-Topper

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

LAB00196-001 08/01/2017

MONROE COUNTY

	Rates	Fringes
LABORERS		
Group 1.....	\$ 27.66	25.58
Group 2.....	\$ 28.16	25.58

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker; Dynamite Man

LAB00218-003 08/01/2017

Calhoun, Greene, and Jersey Counties

Rates	Fringes
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LABORER

Group 1.....	\$ 30.59	22.65
Group 2.....	\$ 31.09	22.65
Group 3.....	\$ 32.09	22.65

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

LAB00231-004 05/01/2017

HANCOCK and MCDONOUGH COUNTIES

	Rates	Fringes
ASBESTOS ABATEMENT WORKER.....	\$ 28.62	23.26
LABORER.....	\$ 27.12	23.26

LAB00231-007 05/01/2017

ADAMS COUNTY

	Rates	Fringes
ASBESTOS ABATEMENT WORKER.....	\$ 24.65	21.68
LABORER.....	\$ 23.15	21.68

LAB00231-010 05/01/2017

BUILDING

BROWN, MASON, PIKE, AND SCHUYLER COUNTIES

	Rates	Fringes
ASBESTOS ABATEMENT WORKER.....	\$ 26.97	22.55
LABORER.....	\$ 25.47	22.55

LAB00231-012 05/01/2019

FULTON COUNTY

Rates	Fringes
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LABORER.....\$ 29.00 26.05

LAB00309-002 05/01/2021

MERCER and ROCK ISLAND COUNTIES

	Rates	Fringes
LABORERS		
GROUP 1.....	\$ 25.22	22.55
GROUP 2.....	\$ 26.72	22.55
GROUP 3.....	\$ 27.37	22.55

LABORER CLASSIFICATIONS

GROUP 1: General Laborer, Carpenter Tender, Tool Cribman, Salamander Tender, Flagman, Form Handler, Floor Sweeper, Material Handler, Fencing Laborer, Cleaning Lumber, Landscaper, Laying of Sod, Drilling Equipment, Air Compressors, Conveyor Systems, Heaters, Pumps/Water/Concrete/Grout, Dewatering, Waterblasting, Steam Cleaning Machine, Gunnite Machine, Power Equipment, Roller Compactors, Trenching Machines, Planting of Trees, Removal of Trees, Wrecking Laborer, Unloading Explosives, Removal of trees, Wrecking Laborer, Unloading of Re-Bars, Scaffold Worker, Signal Man on Crane, Handling of Materials treated with creosote, Kettle Man, Prime Mover or motorized unit used for wet concrete or handling of building materials, Vibrator Operator, Mortar Mixer, Power Tools used under the jurisdiction of Laborers, Sand Points, Gunnite Nozzle Men, Welders, cutters, burners, and torchmen, Chain Saw Operator, Jackhammer and Drill Operators, Paving Breakers, Air Tamping Hammerman, Concrete Saws, Concrete Burning Machine Operator, Coring Machine operator-Hod Carrier and Plasterer Tender, Caisson worker after 6 foot depth, Tunnel Miners, Mixerman (plaster only), Pump Man, Retaining Walls, Culvert Walls, Slope Walls, and Wing Walls

GROUP 2: Dynamite Man, Asbestos Abatement Worker, Hazardous Waste Abatement Work, Lead Base Paint Abatement Worker, and Unloading Explosives

GROUP 3: Concrete Specialist

LAB00338-003 08/01/2017

Macoupin County

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.13	23.11
Group 2.....	\$ 30.63	23.11
Group 3.....	\$ 31.63	23.11

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

LAB00362-002 05/01/2020

MCLEAN COUNTY

	Rates	Fringes
LABORER		
Asbestos Abatement Worker...	\$ 32.01	25.43
General Laborer.....	\$ 31.01	25.43

LAB00393-001 05/01/2021

BUREAU, LA SALLE, and PUTNAM COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 32.92	29.07
Group 2.....	\$ 33.12	29.07
Group 3.....	\$ 33.32	29.07
Group 4.....	\$ 33.92	29.07
Group 5.....	\$ 34.92	29.07

LABORER CLASSIFICATIONS

GROUP 1: UNSKILLED - All classifications not listed below

GROUP 2: SEMI-SKILLED - Handling of materials treated with oil, creosote, asphalt and/or foreign material harmful to skin or clothing; Track laborers; Cement handlers; Chloride handlers; Unloading and laborers with Steel Workers and Re-bars; Concrete Workers (wet); Batch Dumpers; Mason Tenders; Kettle and Tar Men; Tank Cleaners; Plastic

Installers; Scaffold Workers; Motorized buggies or motorized ubit used for wet concrete or handling of building materials; Laborers with de-watering systems; Sewer workers plus depth; Vibrator Operators; Motor Mixer Operators; Cement Silica, clay, fly ash, lime and plasters, handlers (bulk or bag); Cofferdam workers plus depth; Concrete paving, placing, cutting and tying of reinforcing; Deck hand, dredge hand and shore laborers; Backmen on floating plant; Asphalt workers with machine and layers; Grade checker; Power tools; Driving all stakes, stringlines for all machinery; Setting and building of manholes and catch basins; Stripping of all concrete forms except paving forms; All concrete paving and slope walls, placing, cutting and tying of reinforcing (re-bars and wire mesh)

GROUP 3: SKILLED - Mason Tenders; Caisson Workers plus depth; Gunnite Nozzle Men; Lead Man on Sewer Work; Welders, Cutters, Burners & Torchmen; Chain Saw Operators; Paving Breaker, Jackhammer & Drill Operators; Layout Man and/or tile layer; Steel Form Setters (Street & Hwy); Air Tamping hammerman; Signal man on Crane; Concrete Saw Operator; Screenman on Asphalt Pavers; Front End Man on Chip Spreader; Laborers tending masons with hot materials or where foreign materials are used; Multiple Concrete duct-leadman; Luteman; Asphalt Raker; Curb Asphalt Machine Operator; Ready mix scalemen, permanent, portable or temporary plant; Laborers handling masterplate or similar materials; Laser Beam Operator; Coring Machine Operator; Plasterer Tenders; Underpinning and Shoring of Building; Material selector when working with firebrick or castable materials; Fire Watch; Signalling of all power equipment; Tree Topper or Trimmer

GROUP 4: Dynamite man

GROUP 5: Asbestos Abatement Worker and Hazardous Waste Worker

LAB00459-003 08/01/2017

RANDOLPH and WASHINGTON COUNTIES

	Rates	Fringes
LABORERS		
Group 1.....	\$ 28.63	24.61
Group 2.....	\$ 29.13	24.61
Group 3.....	\$ 30.13	24.61

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

LAB00477-001 05/01/2017

MENARD COUNTY

	Rates	Fringes
LABORERS		
Asbestos Abatement Worker...	\$ 31.12	23.20
General Laborer.....	\$ 28.62	23.10

LAB00477-006 05/01/2017

LOGAN COUNTY

	Rates	Fringes
LABORER		
Asbestos Abatement Worker...	\$ 31.14	23.20
General Laborer.....	\$ 28.64	23.10

LAB00477-007 05/01/2017

CASS, MORGAN, AND SCOTT COUNTIES

	Rates	Fringes
LABORER		
Asbestos Abatement Worker...	\$ 28.96	23.20
General Laborer.....	\$ 26.46	23.10

LAB00538-002 05/01/2020

HENDERSON, HENRY, KNOX, WARREN, and STARK (WEST) COUNTIES

	Rates	Fringes
LABORER		
Dynamite Men; Asbestos Abatement Laborer; and Hazardous Waste Worker.....	\$ 31.24	26.04
General Laborer.....	\$ 30.24	26.04

LAB00581-001 08/01/2017

CLINTON COUNTY (Northeast)

	Rates	Fringes
LABORERS		
Group 1.....	\$ 26.46	26.78
Group 2.....	\$ 26.96	26.78

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker; Dynamite Man

LAB00622-001 08/01/2017

BOND COUNTY (Northside)

	Rates	Fringes
LABORERS		
Group 1.....	\$ 26.50	26.74
Group 2.....	\$ 27.00	26.74
Group 3.....	\$ 28.00	26.74

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

LAB00622-003 08/01/2017

BOND COUNTY (Except the Northside)

	Rates	Fringes
LABORERS		
GROUP 1.....	\$ 26.50	26.74
GROUP 2.....	\$ 27.00	26.74
GROUP 3.....	\$ 28.00	26.74

LABORER CLASSIFICATIONS

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

LABO0670-003 08/01/2017

CLINTON COUNTY (Northwest)

	Rates	Fringes
LABORER		
Group 1.....	\$ 28.05	25.19
Group 2.....	\$ 28.55	25.19
Group 3.....	\$ 29.55	25.19

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3- Dynamite Man

LABO0727-001 05/01/2020

CARROLL, JO DAVIESS, LEE, OGLE, STEPHENSON, and WHITESIDE COUNTIES

	Rates	Fringes
LABORER.....	\$ 34.92	31.11

LABORER CLASSIFICATIONS

Carpenter Tender; Tool Cribmen; Firemen or Alamander Tender; Flagman; Gravel Box Men, Dumpmen & Spotters; Form Handlers; Material Handlers; Fencing Laborers; Cleaning Lumber; Pit Men; Material Checkers; Unloading Explosives; Removal of Trees; Asphalt Workers with Machine & Layers; Asphalt Plant Laborers; Wrecking; Fireproofing; Janitors; Driving Stakes,

Stringlines for all Machinery; Window Cleaning; Demolition Worker. Asbestos Abatement Worker; Hazardous Waste Worker; Handling of any Materials with any Foreign Matter Harmful to skin or clothing; Track; Cement Handler; Chloride Handler; Unloading & Laborers with Steel Workers & Rebars; Concrete Workers Wet; Tunnel Tenders in free air; Batch Dumper; Mason Tender; Kettle & Tar Men; Tank Cleaner; Plastic Installer; Scaffold Worker; Motorized Buggies or Motorized Unit used for Wet Concrete or Handling of Building Materials; Laborers with Dewatering Systems; Sewer Workers Plus Depth; Vibrator Operator; Cement Silica, Clay, Fly Ash, Lime & Plasters, Handlers (bulk or bag); Cofferdam Workers Plus Depth; Concrete Paving, Placing, Cutting & Tying of Reinforcing; Deck Hand, Dredge Hand and Shore Laborers; Bankmen on Floating Plant; Grade Checker; Power Tools; Front End Man on Chip Spreader; Caisson Worker Plus Depth, Gunnite Nozzle Man; Lead Man on Sewer Work; Welders, Cutters, Burners & Torchmen; Chainsaw Operator; Jackhammer & Drill Oper.; Layout Man or Tile Layer; Steel Form Setter (street & hwy); Air Tamping Hammermen; Signal Man on Crane; Concrete Saw Operator; Screedman on Asphalt Pavers; 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 Temporary Plant; Laborers Handling Master Plate or similar materials; Laser Beam; Concrete Burning Machine Operator; Coring Machine Operator; Plaster Tender; Underpinning and Shoring of Buildings; Pump Men; Manhole and Catch Basin; Dirt & Stone Tamper; Hose Men on Concrete Pump.

LAB00742-002 08/01/2017

CLINTON COUNTY (Southwest)

	Rates	Fringes
LABORERS		
Group 1.....	\$ 26.37	26.87
Group 2.....	\$ 26.87	26.87
Group 3.....	\$ 27.87	26.87

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

LAB00996-002 05/01/2020

LIVINGSTON, MARSHALL, STARK (Eastern Half), and WOODFORD
COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 31.30	25.14
GROUP 2.....	\$ 32.30	25.14

LABORER CLASSIFICATIONS

GROUP 1: Carpenter tenders; Mason tenders; Plasterers tenders; Mortar mixers; Kettlemen and carrier of hot stuff; Tool crib men; Firmen or salamander tenders; Flagman; Installation and maintenance of temporary gas-fired heating units; Gravel box men; Dumpmen and spotters; Fencing laborers; Cleaning lumber; Pit men; Unloading explosives; Asphalt plant laborers; Fireproofing laborers; Janitors (final clean-up); Handling of materials treated with oil, creosote, chloride, asphalt, and/or foreign material harmful to skin or clothing; Laborers with dewatering systems; Gunnite nozzle men; Laborers tending masons with hot material or where foreign materials are used; Laborers tending masons with hot material or where foreign materials are used; Laborers handling masterplate or similar materials; Concrete burning machine operator; Material selector men working with fireback or combustable material; Dynamite men; Track laborers; Cement handlers; Chloride handlers; The unloading and laborers with steel workers and re-bars; Concrete workers (wet); Luteman; Asphalt raker; Curb asphalt machine operator; Ready-mix scalemen, permanent, portable or temporary plant; Coring machine operator; Plasterers tenders; Underpinning and shoring of buildings; Fire watch; Signaling of all power equipment, to include trucks, excavating equipment, etc.; Tree topper ot trimmer; Batch dumpers; Kettle and tar men; Tank cleaners; Plastic installers; Scaffold workers; Motorized buggies or motorized unit used for wet concrete or handling of building materials; Sewer workers plus depth; Rod and chain men; Vibrator operators; Mortar mixer operator; Cement silica, clay, fly, ash, lime and plasters, handlers (bulk or bag); Cofferdam workers plus depth; on concrete paving, placing, cutting and tying of reinforcing; deck hand, dredge hand and shore laborers; Bankmen on floating plant;

Asphalt workers with machine and layers; Grade checkers; Power tools; Cassion workered plus depth; Welders, cutters; burners and torch men; Chain saw operators; Paving breaker, jackhammer and drill operator; Layout man and/or tile layer; Steel form setters - street and highway; Air tamping hammerman; Signal man on crane; Concrete saw operator; Screen man on asphalt pavers; front end man on chip spreader; Wrecking laborers; Land scrapers; Scaffold workers; Handling, lighting and maintaining of all lights, flares and flashers; Cleaning of windows, doors, walls, floors, scrubbing and waxing of floors and covering and protection; Building construction shall be done by Laborers at the minimum rate that prevails in this agreement; Moving, signalling, hooking on and unhooking, flagging of all power machines; Driving stakes and setting of all stringlines for all electronic devices and all machinery.

GROUP 2: Dynamite Men; Asbestos Abatement Laborer; Hazardous Waste Worker

LAB01084-001 08/01/2017

BOND (Sorento) and MONTGOMERY COUNTIES

	Rates	Fringes
LABORERS		
Group 1.....	\$ 25.74	27.50
Group 2.....	\$ 26.24	27.50
Group 3.....	\$ 27.24	27.50

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

PAIN0030-001 06/01/2021

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

	Rates	Fringes
PAINTER		
Brush, Drywall		

Taper/Finisher, Sandblaster, and Spray.....	\$ 49.30	23.33
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PAIN0030-004 06/01/2021

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

Rates	Fringes
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PAINTER

Brush, Roller, Spray, Sandblasting, Paperhanger, Drywall Finishing, Taper, and Spray Structural Steel..	\$ 42.15	25.16
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PAIN0030-010 06/01/2021

BUREAU, FORD, HANCOCK, LA SALLE, LIVINGSTON, MCDONOUGH, MCLEAN,
PUTNAM AND STARK COUNTIES

Rates	Fringes
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PAINTER

Brush, Roller, Pressure Roller, Spray, Airless Spray, Sandblasting, Taper, Drywall Taper/Finisher, Structural Steel, and Bridges.....	\$ 38.19	23.91
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PAIN0032-005 09/01/2021

RANDOLPH COUNTY

Rates	Fringes
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PAINTER.....	\$ 31.21	18.78
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Epoxy or Toxic-Lead-Based Paint Work-\$1.00 Premium

PAIN0058-001 05/01/2017

BOND, CALHOUN, CLINTON, GREENE, JERSEY, MACOUPIN, MONROE,
MONTGOMERY, PIKE, and WASHINGTON COUNTIES

Rates	Fringes
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PAINTER.....	\$ 31.25	17.12
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Epoxy or Toxic-Lead-Based Paint Work-\$1.00 Premium

PAIN0090-002 09/01/2021

ADAMS, BROWN, CASS, LOGAN, MENARD, MORGAN, and SCOTT COUNTIES

	Rates	Fringes
PAINTER.....	\$ 32.23	20.58

Epoxy or Toxic-Lead-Based Paint Work-\$1.00 Premium

All work over 40 ft. above floor or ground level - \$1.00
Premium

PAIN0157-001 06/01/2021

FULTON, MARSHALL, MASON, PEORIA, SCHUYLER, TAZEWEILL AND
WOODFORD COUNTIES

	Rates	Fringes
PAINTER		
Brush, Spray, Pressure Roller, Sandblasting, Bridges, & New Structural Steel Work.....	\$ 38.19	23.91

PAIN0157-008 05/01/2021

BUREAU, FULTON, HANCOCK, LEE, LASALLE, LIVINGSTON, MCDONOUGH,
MARSHALL, PUTNAM, STARK, AND WOODARD COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 36.78	24.64

PAIN0502-002 05/01/2017

CARROLL, HENDERSON, HENRY, KNOX, MERCER, ROCK ISLAND, WARREN,
and WHITESIDE COUNTIES

	Rates	Fringes
PAINTER		

Brush and Roller.....	\$ 28.42	14.25
Spray, Structural Steel, & Sandblasting.....	\$ 28.92	14.25

PAIN0513-003 11/01/2020

BOND, CALHOUN, CLINTON, GREENE, JACKSON, JERSEY, MACOUPIN
(Southside), MADISON, MARION, MONROE, PERRY, RANDOLPH, ST.
CLAIR, AND WASHINGTON COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 40.00	24.25

PAIN0581-001 05/01/2021

	Rates	Fringes
GLAZIER		
SECTOR ONE: HENRY, KNOX, MERCER, AND ROCK ISLAND COUNTIES.....	\$ 31.71	19.01
SECTOR TWO: CARROLL, HENDERSON, JO DAVIESS, WARREN, AND WHITESIDE COUNTIES.....	\$ 28.12	19.01

PAIN0607-001 04/01/2021

BOONE, DE KALB, OGLE, STEPHENSON, and WINNEBAGO COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 42.93	24.45

PAIN1168-001 05/01/2021

ADAMS, BROWN, CASS, LOGAN, MACOUPIN (NORTHERN PART), MASON,
MENARD, MONTGOMERY, MORGAN, PIKE, SCHUYLER, and SCOTT COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 37.00	19.10

PLAS0011-004 06/01/2021

CARROLL, JO DAVIESS, LEE, OGLE, STEPHENSON, AND WHITESIDE
(Except Erie and area Southwest thereof) COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 36.55	35.40
PLASTERER.....	\$ 37.05	33.21

PLAS0011-009 06/01/2021

DE KALB COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 49.20	36.86

PLAS0011-010 06/01/2021

BUREAU, LA SALLE, MARSHALL (Eastern part including Toluca),
PUTNAM, and WOODFORD (Northeast corner - North of Route 116 and
East of Route 117) COUNTIES

	Rates	Fringes
Cement Mason and plasterer.....	\$ 39.40	29.87

PLAS0011-015 06/01/2021

BOONE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 39.00	33.12
PLASTERER.....	\$ 36.00	34.26

PLAS0011-019 06/01/2021

WINNEBAGO COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 39.00	33.12
PLASTERER.....	\$ 36.00	34.26

PLAS0018-002 05/01/2017

ADAMS, BROWN, CASS, FULTON (Except Northews Portion), HANCOCK,
MCDONOUGH, MENARD, PIKE, and SCHUYLER COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.51	21.93
PLASTERER.....	\$ 28.50	19.12

PLAS0018-005 06/01/2020

HENDERSON (Northern Half), MERCER (Except Southeastern Part),
AND ROCK ISLAND COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 31.56	19.90

PLAS0018-008 05/01/2017

HENDERSON COUNTY (Southern Half)

	Rates	Fringes
PLASTERER.....	\$ 28.51	21.93

PLAS0018-016 05/01/2017

FULTON (Except Northwestern portion), MARSHALL (Western part
except Toluca), MASON, and WOODFORD (Northwestern part - North
of Route 116 and West of Route 117) COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.52	25.22
PLASTERER.....	\$ 29.41	26.01

PLAS0018-019 05/01/2017

LIVINGSTON (Southern half), MCLEAN, and WOODFORD (South of
Route 116) COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.12	22.29
PLASTERER.....	\$ 30.00	27.01

PLAS0018-026 06/01/2015

HENRY, LIVINGSTON (Northern part including Pontiac), and STARK
COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 36.70	22.08
PLASTERER.....	\$ 36.70	22.08

PLAS0018-029 05/01/2017

FULTON (Northwestern Part), KNOX, MERCER (Southeastern Corner),
and WARREN COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 29.14	20.42

PLAS0018-030 05/01/2017

FULTON (Northwestern Part) and MERCER (Southeastern Corner)
COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 29.14	20.42

PLAS0018-035 05/01/2020

HENDERSON (Northern Half), MERCER (Except Southeastern part),
ROCK ISLAND, and WHITESIDE (Erie & area Southwest thereof)
COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.16	23.48

PLAS0090-002 08/01/2018

BOND, CALHOUN, CLINTON, GREENE, JERSEY, MACOUPIN, MONROE, and
MONTGOMERY (Excluding the towns of Coalton, Coffen, Fillmore,
Nokomis, Ohlman, Wenoah, Witt) COUNTIES

	Rates	Fringes
CEMENT MASON.....	\$ 34.50	24.75
PLASTERER.....	\$ 33.00	20.15

PLAS0143-016 04/01/2019

RANDOLPH and WASHINGTON COUNTIES

	Rates	Fringes
Cement Masons & Plasterers.....	\$ 30.83	18.06

PLUM0023-001 06/01/2021

BOONE, CARROLL (East of Rt 78 including Mt Carroll), JO
DAVISS, OGLE, STEPHENSON, and WINNEBAGO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 51.17	26.05

PLUM0025-001 05/01/2021

ADAMS, BROWN, HANCOCK (Western Half), CARROLL (West of Rt 78
excluding Mt carroll), HENDERSON, HENRY, KNOX, LEE, MERCER,
ROCK ISLAND, SCHUYLER (Except Browning, Frederick, and Hickory
TWPS), WARREN, and WHITESIDE COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 41.00	24.59

PLUM0063-002 05/01/2021

FULTON, HANCOCK (Eastern Half), MCDONOUGH (Except Prairie),
MARSHALL (South of Rt 17), MASON (North of Rt 136), SCHUYLER
(Browning, Frederick & Hickory TWPS), STARK, and WOODFORD
(North of Rt 116 TO Rt 116A, and Area West of Rt 116A to, but
excluding Goodfield) COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 36.72	26.46

PLUM0099-001 05/01/2021

LIVINGSTON (Pontiac and South of Rt 116 extending East to Ford
County), MCLEAN, AND WOODFORD (South of Rt 16 to Rt 116A area
East of Rt 116A to and including Goodfield) COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 44.55	24.45

PLUM0101-001 07/01/2021

CLINTON (Western 2/3 including Albers, Aviston, Bartels, Beckemeyer, Breese, Carlyle, Germantown, New Baden, New Memphis, Posey & Trenton), MCDONOUGH (Prairie), MONROE (Hecker), RANDOLPH (Baldwin, Red Bud, Ruma, Tilden), and WASHINGTON (Addieville, Covington, Cardes, Caspars, Damiansville, Darmstrat, Elkhorn, Johannsburg, Lively Grove, Nashville, New Menden, Oakdale, Okawville, Plum, Rentcher, Stone Church Hill & Venedy) COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 41.65	18.03

PLUM0130-005 06/01/2021

BUREAU, LA SALLE, LIVINGSTON (North of Rt. 116 excluding the City of Pontiac), MARSHALL (North of Rt 17 and east of Rt. 116a), and PUTNAM COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 52.80	34.67

PLUM0137-003 04/01/2020

CASS, LOGAN, MACOUPIN (north of State Route 108 including the Town of Carlinville), MASON (south of State route 136 including the Town of Havana), MENARD, MONTGOMERY (north and east of State Route 127 including the Towns of Hillsboro and Schram City), MORGAN, PIKE, & SCOTT

	Rates	Fringes
Plumber and Steamfitter.....	\$ 43.29	20.16

PLUM0160-002 01/01/2021

RANDOLPH COUNTY (Southeastern side)

	Rates	Fringes
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PLUMBER/PIPEFITTER.....\$ 45.60 20.65

PLUM0353-002 05/01/2021

FULTON, HANCOCK (Eastern Half), MCDONOUGH (Except Prairie),
MARSHALL (South of Rt 17), MASON (North of Rt 136), SCHUYLER
(Browning, Frederick & Hickory TWPS), STARK, and WOODFORD
(North of Rt 116 TO Rt 116A, and Area West of Rt 116A to, but
excluding Goodfield) COUNTIES

Rates Fringes

PIPEFITTER.....\$ 39.60 24.89

PLUM0360-001 07/01/2021

CLINTON (Northwestern part including St Rose, Frogtown,
Jamestown & Keyport), RANDOLPH (Western 1/4 including Kellog,
Modoc, Prairie, Durocker, and Roots), and MONROE (Except
Hecker) COUNTIES

Rates Fringes

PLUMBER.....\$ 40.50 19.05

PLUM0439-002 01/01/2021

CLINTON (Northwestern part including St. Rose, Frogtown,
Jamestown and Key Port), RANDOLPH (Western 1/4 including
Kellog, Modoc, Prairie, Durocker, and Roots) AND MONROE (Except
Hecker) COUNTIES

Rates Fringes

Steamfitter.....\$ 41.00 20.39

PLUM0501-002 06/01/2015

DE KALB

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 45.76 26.92

PLUM0553-001 01/01/2021

BOND, CALHOUN, GREENE, JERSEY, MACOUPIN (South of Rt 108), AND
MONTGOMERY (Southwest of Rt 127) COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 45.21	16.00

FOOTNOTE:

A. 4 hours paid holiday for Christmas Eve if Holiday falls on
Monday through Friday.

PLUM0597-007 06/01/2021

BUREAU, LA SALLE, LIVINGSTON (North of Rt. 116 excluding the
City of Pontiac), MARSHALL (North of Rt 17 and east of Rt.
116a), and PUTNAM COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 52.00	36.37

PLUM0653-002 09/01/2020

CLINTON (Eastern 1/3) and WASHINGTON (Eastern 1/2) COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 38.50	18.22

ROOF0002-005 03/01/2021

BOND, CALHOUN, CLINTON, GREENE, JERSEY, MACOUPIN (Southern
Half), MONROE, PIKE (Remainder), RANDOLPH, AND WASHINGTON
COUNTIES

	Rates	Fringes
ROOFER.....	\$ 34.65	19.32

ROOF0011-005 06/01/2021

CARROLL, JO DAVIESS, LEE, LIVINGSTON (East of Route 47), OGLE,
STEPHENSON, WHITESIDE (Sterling and Rock Falls), and WINNEBAGO
COUNTIES

	Rates	Fringes
ROOFER.....	\$ 46.70	26.05

 ROOF0011-008 06/01/2021

BUREAU, LA SALLE, MARSHALL, and PUTNAM COUNTIES

	Rates	Fringes
ROOFER.....	\$ 36.58	24.31

 ROOF0032-002 06/01/2021

HENDERSON, HENRY, KNOX, MCDONOUGH (Western Half including Macomb), MERCER, ROCK ISLAND, WARREN, and WHITESIDE COUNTIES

	Rates	Fringes
ROOFER.....	\$ 31.00	20.66

 ROOF0069-002 06/01/2021

FULTON, LIVINGSTON (all towns to Rt. 47), MARSHALL (Camp Grove, Hallock Held, Henry Lacon, LaRose, LaPrairie, Pattonsburg, Sparland, Toluca, Washburn and Wilburn), MCDONOUGH (Adair, Bushnell, Industry, Prairie City, Bardolph, Good Hope, New Philadelphia and Walnut Grove), McLEAN, STARK, and WOODFORD COUNTIES

	Rates	Fringes
ROOFER.....	\$ 32.00	21.90

 ROOF0069-004 06/15/2019

BROWN, PIKE (Northern Half), AND SCHUYLER COUNTIES

	Rates	Fringes
ROOFER.....	\$ 31.50	20.00

 ROOF0069-005 06/15/2019

ADAMS AND HANCOCK COUNTIES

	Rates	Fringes
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ROOFER.....\$ 31.50 20.00

ROOF0112-001 06/01/2020

CASS, LOGAN, MACOUPIN (Northern Half), MASON, MENARD,
MONTGOMERY, MORGAN, AND SCOTT COUNTIES

Rates Fringes

ROOFER.....\$ 31.86 21.37

SHEE0001-001 06/01/2021

BUREAU, LA SALLE, MARSHALL, PUTNAM, and STARK COUNTIES

Rates Fringes

SHEET METAL WORKER.....\$ 40.16 24.25

SHEE0001-003 05/01/2021

FULTON, MCLEAN, PEORIA, TAZWELL, AND WOODFORD COUNTIES

Rates Fringes

SHEET METAL WORKER.....\$ 35.34 30.29

SHEE0091-002 06/01/2020

Rates Fringes

SHEET METAL WORKER

Zone A: Henry, Knox,
McDonough, Mercer, Rock
Island, Warren & Whiteside
(West of Illinois Route 78
& South of U.S. Route 30)

Counties.....\$ 34.76 23.90

Zone C: West of Illinois
Route 78 & North of U.S.
Route 30 in Jo Daviess,
Carroll and Whiteside

Counties.....\$ 32.19 22.43

SHEE0091-003 06/01/2020

ADAMS, CALHOUN, HANCOCK, HENDERSON, and PIKE COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 31.19	22.23

SHEE0218-001 06/01/2021

BROWN, CASS, LOGAN, MASON, MENARD, MORGAN, SCHUYLER, and SCOTT
COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 37.37	28.60

SHEE0219-001 06/01/2021

BOONE, CARROLL (Eastern Half), DEKALB, JO DAVIESS (East of Hwy
78) LEE, OGLE, STEPHENSON, WHITESIDE, and WINNEBAGO COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 45.94	31.55

SHEE0265-005 09/01/2020

LIVINGSTON COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 50.33	33.14

SHEE0268-001 07/01/2021

BOND, CLINTON, GREENE, JERSEY, MACOUPIN, MONROE, MONTGOMERY,
RANDOLPH, and WASHINGTON COUNTIES

	Rates	Fringes
Sheet Metal Worker.....	\$ 39.79	22.71

TEAM0026-001 05/01/2020

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
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TRUCK DRIVER

Group 1.....	\$ 38.93	20.39
Group 2.....	\$ 39.50	20.39
Group 3.....	\$ 39.77	20.39
Group 4.....	\$ 40.14	20.39
Group 5.....	\$ 41.21	20.39

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.

TEAM0050-001 05/01/2020

BOND, CLINTON, MONROE, RANDOLPH, WASHINGTON COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 39.04	20.63
Group 2.....	\$ 39.60	20.63
Group 3.....	\$ 39.91	20.63
Group 4.....	\$ 40.25	20.63
Group 5.....	\$ 41.33	20.63

CLASSIFICATIONS:

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

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

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

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

GROUP 4: Low Boy and Oil Distributors.

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

* TEAM0179-011 06/01/2019

LIVINGSTON (Avoca, Belle Prairie, Broughton, Charlotte, Chatsworth, Dwight, Eppards Point, Esmen, Fayette, Forrest, Germanville, Indian Grove, Nebraska, Odell, Owega, Pike, Pleasant Ridge, Pontiac, Rooks Creek, Round Grove, Saunemin, Sullivan, Union, & Waldo), 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), and WOODFORD (Northeast corner east of Route 51/251 & North of Route 24) COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axle Trucks.....	\$ 39.20	0.25+a
4 Axle Trucks.....	\$ 39.35	0.25+a
5 Axle Trucks.....	\$ 39.55	0.25+a
6 Axle Trucks.....	\$ 39.75	0.25+a
All Lowboy Trucks.....	\$ 39.75	0.25+a

FOOTNOTES:

a. \$829.20 per week.

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

* TEAM0325-001 06/01/2020

BOONE, CARROLL (East of Route 78/North of Route 72), JODAVIESS (East of Route 78), STEPHENSON, and WINNEBAGO COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 Axles.....	\$ 39.87	22.60
4 Axles.....	\$ 40.02	22.60
5 Axles.....	\$ 40.22	22.60
6 Axles.....	\$ 40.33	22.60

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; Fork 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

* TEAM0330-001 06/01/2019

DEKALB, LEE (East of Route 251, Compton, Lee, Paw Paw, Scarboro, & Steward), 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.....	\$ 38.23	0.25+a
4 AXLES.....	\$ 38.38	0.25+a
5 AXLES.....	\$ 38.58	0.25+a
6 AXLES.....	\$ 38.78	0.25+a

FOOTNOTE: a. \$868.50 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

TEAM0371-002 05/01/2020

HENRY, MERCER, ROCK ISLAND COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 39.04	20.63
Group 2.....	\$ 39.60	20.63
Group 3.....	\$ 39.91	20.63
Group 4.....	\$ 40.25	20.63
Group 5.....	\$ 41.33	20.63

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.

TEAM0525-001 05/01/2019

CALHOUN, GREENE (South of a direct line that extends East from Pike County through Hillview/Whitehall to Macoupin County), JERSEY, MACOUPIN, MONTGOMERY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 38.17	19.85
Group 2.....	\$ 38.71	19.85
Group 3.....	\$ 39.01	19.85
Group 4.....	\$ 39.34	19.85
Group 5.....	\$ 40.39	19.85

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.

TEAM0627-006 05/01/2019

FULTON, HANCOCK, HENDERSON, KNOWX, MARSHALL, MASON, MCDONOUGH, STARK, WARREN, AND WOODFORD (All except Northeast Corner East of Route 51/251 and South of Route 24) COUNTIES

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 38.06	19.62
GROUP 2.....	\$ 38.61	19.62
GROUP 3.....	\$ 38.87	19.62
GROUP 4.....	\$ 39.23	19.62
GROUP 5.....	\$ 40.27	19.62

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.

TEAM0722-002 05/01/2020

BUREAU, CARROLL (West of Route78/South of Route 72), JO
DAVIESS (West of Route 78), LASALLE, LEE (West of Route 251),
LIVINGSTON (Amity, Long Point, Nevada, Newtown Reading, &
Sunbury), PUTNAM, WHITESIDE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 38.93	20.39
Group 2.....	\$ 39.50	20.39
Group 3.....	\$ 39.77	20.39
Group 4.....	\$ 40.14	20.39
Group 5.....	\$ 41.21	20.39

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.

TEAM0916-002 05/01/2019

ADAMS, BROWN, CASS, CLINTON, GREENE (North of a direct line that extends East from Pinke County through Hillview/Whitehall to Macoupin County) LOGAN, MENARD, MORGAN, PIKE, SCHYLER, SCOTT COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 38.17	19.85
Group 2.....	\$ 38.71	19.85
Group 3.....	\$ 39.01	19.85
Group 4.....	\$ 39.34	19.85
Group 5.....	\$ 40.39	19.85

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.

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"

Fair Employment Practices Affidavit of Compliance

PROJECT: Primary Filtration Project Phase I, Capital Project No. 2022, IEPA Project No. L17-5882

NOTE: THE BIDDER MUST EXECUTE THIS AFFIDAVIT AND SUBMIT IT WITH ITS SIGNED BID. THE FOUR RIVERS SANITATION AUTHORITY CANNOT ACCEPT ANY BID WHICH DOES NOT CONTAIN THIS AFFIDAVIT

_____, being first duly sworn, deposes and says that:
(Name of person making affidavit)

They are: _____ of _____
(Officer's Title) (Company Name)

that said company is and "Equal Opportunity Employer" as defined by Section 2000(e) of Chapter 21, Title 42 of the United States Code annotated and Federal Executive Orders #11375 which are incorporated herein by reference;

and that said company will comply with any and all requirements of Title 44 Admin. Code 750. APPENDIX A – Equal Opportunity Clause, Rules and Regulations, Illinois Department of Human Rights, which read as follows:

"In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance to this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizen status, age, physical or mental handicap unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.
4. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
5. That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That he or she 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.
7. That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 32 Ill. Reg. 16484, effective September 23, 2008)"

IL Dept of Human Rights Registration No.: _____ Expiration Date: _____

Signature

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

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Not to be used for bidding purposes

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we:

_____ (hereinafter called the Principal) and

_____ (hereinafter called the Surety)

a Corporation chartered and existing under the laws of the State of _____ with its principal offices in the City of _____ and authorized to do business in the State of Illinois are held and firmly bound onto the Four Rivers Sanitation Authority of Winnebago County, Illinois (Authority), in the full and just sum of: **FIVE PERCENT (5 %) OF THE TOTAL BID PRICE** good lawful money of the United States of America, to be paid upon demand of the Authority, to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the Authority, a proposal for constructing Primary Filtration Facilities and Appurtenances.

WHEREAS, the Principal desires to file this bond, in accordance with law, to accompany this Proposal.

NOW THEREFORE, The conditions of this obligation are such that if the Proposal be accepted, the Principal shall, within ten days after the date of receipt of a written notice of award of Contract, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth therein, in the form and manner required by the Authority, and execute a sufficient and satisfactory Contract Performance Bond payable to said Authority in an amount of one hundred percent (100%) of the Contract price (including alternates) in form and with security satisfactory to said Authority, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid Authority, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed
and sealed this _____ day of _____, 20_____.

Principal

(Seal)

By _____

Name: _____

Title: _____

Date: _____

Attest:

Secretary

Surety

(Seal)

By _____

Name: _____

Title: _____

Date: _____

Agreement

THIS AGREEMENT, made this _____ day of _____, 20_____, by and between Four Rivers Sanitation Authority, hereinafter called "OWNER" and _____ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of Primary Filtration Project Phase I, Capital Project No. 2022, IEPA Project No. L17-5882.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the Contract Documents within one (1) calendar day after the date of the NOTICE TO PROCEED and will complete this project in **597 calendar days** after NOTICE TO PROCEED unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

A. The WORK will be substantially completed in **548 calendar days** upon NOTICE TO PROCEED, and completed and ready for final payment in accordance with Article 15 of the General Conditions **in 597 calendar days** upon NOTICE TO PROCEED.

B. Liquidated Damages:

- i. Substantial Completion: CONTRACTOR shall pay OWNER **\$2,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 3A above for Substantial Completion until the WORK is substantially complete.
- ii. Completion of Remaining Work: After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, CONTRACTOR shall pay OWNER **\$1,000** for each day that expires after such time until the Work is completed and ready for final payment.
- iii. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
- iv. 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 of each Milestone until the WORK is complete.

- a. **Milestone No. 1:** HVAC system removal and replacement in the Main Pump II Building shall be substantially completed by November 1, 2022 for Owner's occupancy.
 - i. Liquidated damages: CONTRACTOR shall pay for liquidated damages for an amount of \$2,000 per day after November 1, 2022.
- b. **Milestone No. 2:** Construct Primary Filter Distribution Box and complete modifications to PSTs 1 and 2 Primary Influent Channel is limited to twenty-eight (28) calendar days.
 - i. Liquidated damages: CONTRACTOR shall pay for liquidated damages for an amount of \$2,000 per day after the twenty-eight (28) day period.
- c. **Milestone No. 3:** Complete modifications to Primary Tank Outlet Structure is limited to fourteen (14) calendar days.
 - i. Liquidated damages: CONTRACTOR shall pay for liquidated damages for an amount of \$2,000 per day after the fourteen (14) day period.
- d. **Milestone No. 4:** Complete final tie-in is limited to seven (7) calendar days.
 - i. Liquidated damages: CONTRACTOR shall pay for liquidated damages for an amount of \$2,000 per day after the seven (7) day period.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____, or as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) Advertisement for Bids
- (B) Information for Bidders
- (C) Instructions for Bidders
- (D) Bid Form or Proposal
- (E) Bid Bond
- (F) Agreement
- (G) Labor and Materials Payment Bond

- (H) Performance Bond
- (I) Notice of Award
- (J) Notice to Proceed
- (K) Change Order
- (L) Drawings prepared by Four Rivers Sanitation Authority
numbered 1 through 170, and dated November 23, 2021
- (M) Specifications (three volumes) prepared by Four Rivers Sanitation Authority dated
November 23, 2021
- (N) Addenda:
 - No. _____, dated _____, 20_____
 - No. _____, dated _____, 20_____
 - No. _____, dated _____, 20_____

6. The OWNER will pay to the CONTRACTOR in the manner and at such times, such amounts as required by the CONTRACT DOCUMENTS.

7. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 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.

8. This Agreement may be executed and recorded in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. The Parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. Each of the parties (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (b) are aware that the other party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement shall be deemed an original on the date first above written.

OWNER:

Four Rivers Sanitation Authority _____

By: _____

Name: _____

Title: _____

(Please Type)

(SEAL)

ATTEST:

Four Rivers Sanitation Authority _____

By: _____

Name: _____

Title: _____

CONTRACTOR:

By: _____

Name: _____

Address: _____

(Please Type)

(SEAL)

ATTEST:

By: _____

Name: _____

Title: _____

Performance Bond

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, the Four Rivers Sanitation Authority has awarded to: _____ hereinafter designated as the “Principal”, a contract, dated, _____, for the Four Rivers Sanitation Authority.

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract (the “Bond”);

NOW, THEREFORE, we the Principal and _____ as Surety, are firmly bound unto the Four Rivers Sanitation Authority in the penal sum of _____ Dollars (\$ _____) lawful money of the United States for the payment of which sum well

and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents for a performance bond. The conditions of this obligation is such that if the said Principal does well and faithfully performs all the conditions and covenants of said Contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation is to be null and void, otherwise to remain in full force and effect.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, including the provisions for liquidated damages in the said Contract, any changes, additions or alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Four Rivers Sanitation Authority, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same and no inadvertent overpayment of progress payments shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications or of any inadvertent overpayment of progress payments. The Four Rivers Sanitation Authority shall be named as beneficiary on this Performance Bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seal this _____ day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

SURETY

Contractor Firm Name

By: _____
Signature

Printed Name

Title

By: _____
Attorney-in-Fact Signature

Printed Name

Resident Agent

ATTEST:

Corporate Secretary (Corporations only)

Labor & Material Payment Bond

TO: _____ Contractor Name

Contractor City, State

KNOW ALL MEN BY THESE PRESENTS

That _____ (Contractor)

as Principal, and _____

a corporation of the State of _____ as Surety, are held and firmly bound unto the Four Rivers Sanitation Authority, as Obligee, for the use and benefit of claimants as hereinafter defined in the amount of _____

_____ Dollars (\$_____), for the payment
where of Principal and Surety bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____20__ Entered into a Contract with Obligees for _____ in accordance with contract documents prepared by the Four Rivers Sanitation Authority which Contract is by reference made a part hereof, and is hereinafter referred to as “the Contract”.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Principal shall promptly pay for all laborers, workers and mechanics engaged in the work under the Contract, and not less than the general prevailing rate of hourly wages of a similar character in the locality in which the work is performed, as determined by the State of Illinois Department of Labor pursuant to the Illinois Compiled Statutes 280 ILCS 130 / 1-12 et.seq. and for all material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

1. A claimant is deemed as any person, firm, or corporation having contracts with the Principal or with any of Principal's subcontractors for labor or materials furnished in the performance of the Contract on account of which this Bond is given.
2. Nothing in this Bond contained shall be taken to make the Obligee liable to any subcontractor, material man or laborer, or to any other person to any greater extent than it would have been liable prior to the enactment of The Public Construction Bond Act, approved June 20, 1931, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of the Contract shall have no right of action unless he shall have filed a verified notice of such claim with the Obligee within 180 days after the date of the last item of work or the furnishing of the last item of materials, which claim shall have been verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business within the State the principal place of business of the corporation, and in all cases of partnership the names and residences of each of the partners, the name of the Contractor

for the Obligee, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. No defect in the notice herein provided for shall deprive the claimant of its right of action under the terms and provisions of this Bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same.

3. No action shall be brought on this Bond until the expiration of 120 days after the date of the last item of work or of the furnishing of the last item of material except in cases where the final settlement between Obligee and the Contractor shall have been made prior to the expiration of the 120 day period, in which case action may be taken immediately following such final settlement; nor shall any action of any kind be brought later than 6 months after the acceptance by the Obligee of the work. Such suit shall be brought only in the circuit court of this State in the judicial district in which the Contract is to be performed.
4. Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.
5. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.
6. The Principal and Surety shall be liable for any attorneys' fees, engineering costs, or court costs incurred by the Obligee relative to claims made against this Bond.

Signed and Sealed this _____ day of _____, 20____.

CONTRACTOR

SURETY

Contractor Firm Name

By: _____
Signature

Printed Name

Title

By: _____
Attorney-in-Fact Signature

Printed Name

Resident Agent

ATTEST:

Corporate Secretary (Corporations only)

Notice of Intent to Award

Via Email and USPS First Class Mail:

To: _____

Email: _____

**Project: Primary Filtration Project Phase I, Capital Project No. 2022
IEPA Project No. L17-5882**

The OWNER has considered the BID submitted by you for the above described WORK, in response to its Advertisement for Bids, dated _____, and Information for Bidders.

You are hereby notified that your BID will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of \$ _____.

You will be required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance (including general and auto liability additional insured endorsements) listing Four Rivers Sanitation Authority as Additional insured parties within ten (10) calendar days from the date of the final Notice to be sent upon IEPA approval, to you.

Dated this _____ day of _____, 20XX.

Four Rivers Sanitation Authority _____
(Owner)

By: _____

Name: Timothy S. Hanson

Title: Executive Director

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Not to be used for bidding purposes

Notice of Award

Via Email and UPS Overnight Delivery:

To: _____

Email: _____

**Project: Primary Filtration Project Phase I, Capital Project No. 2022
IEPA Project No. L17-5882**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTORS Performance BOND, Payment BOND and certificates of insurance (including general and auto liability additional insured endorsements) listing Four Rivers Sanitation Authority as Additional insured parties within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20XX.

Four Rivers Sanitation Authority
(Owner)

By: _____

Name: Timothy S. Hanson

Title: Executive Director

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged,

By: _____ this the _____ day of _____, 2020.
(Contractor)

By: _____

Printed Name: _____

Title: _____

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Not to be used for bidding purposes

Notice to Proceed

Via Email and USPS:

To: Name _____
Company _____
Street _____
City, State, Zip _____
Email _____

Date: _____
Project: **Primary Filtration Project Phase I**
Capital Project No. 2022
IEPA Project No. L17-5882

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20_____, on or before _____, 20_____, and you are to complete the WORK within _____ consecutive calendar days thereafter.

The date of completion of all WORK is therefore _____.

Four Rivers Sanitation Authority
(Owner)

By: _____
Name: Timothy S. Hanson
Title: Executive Director

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED
is hereby acknowledged by:

_____ this the _____ day of _____, 20_____.
(Contractor)

By: _____

Printed Name: _____

Title: _____

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Not to be used for bidding purposes

Change Order No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:	Date of Contract:	
Contractor:	Engineer's Project No.:	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ _____	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____

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Not to be used for bidding purposes

Not to be used for bidding purposes

Section III

Federal, State, and Local Forms

Not to be used for bidding purposes

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
	6.3%*	6.9%*

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

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 to 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 Illinois, Winnebago County, City of Rockford.

**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>Percentage</u>	<u>County</u>	<u>Percentage</u>	<u>County</u>	<u>Percentage</u>
Adams	3.1%	Henry	4.6%	Perry	11.4%
Alexander	11.4%	Iroquois	18.4%	Piatt	4.8%
Bond	11.4%	Jackson	11.4%	Pike	3.1%
Boone	6.3%	Jasper	11.4%	Pope	5.2%
Brown	3.1%	Jefferson	11.4%	Pulaski	11.4%
Bureau	18.4%	Jersey	11.4%	Putnam	18.4%
Calhoun	11.4%	Jo Davis	0.5%	Randolph	11.4%
Carroll	3.4%	Johnson	11.4%	Richland	11.4%
Cass	4.0%	Kane	19.6%	Rock Island	4.6%
Champaign	7.8%	Kankakee	9.1%	Saline	3.5%
Christian	4.0%	Kendall	18.4%	Sangamon	4.5%
Clark	2.5%	Knox	3.3%	Schuyler	3.3%
Clay	11.4%	Lake	19.6%	Scott	4.0%
Clinton	14.7%	La Salle	18.4%	Shelby	4.0%
Coles	4.8%	Lawrence	3.5%	Stark	3.3%
Cook	19.6%	Lee	4.6%	St. Clair	14.7%
Crawford	2.5%	Livingston	18.4%	Stephenson	4.6%
Cumberland	4.8%	Logan	4.0%	Tazwell	4.4%
De Kalb	18.4%	Macon	7.6%	Union	11.4%
De Witt	4.0%	Macoupin	11.4%	Vermilion	4.8%
Douglas	4.8%	Madison	14.7%	Wabash	3.5%
Du Page	19.6%	Marion	11.4%	Warren	3.3%
Edgar	4.8%	Marshall	3.3%	Washington	11.4%
Edwards	3.5%	Mason	3.3%	Wayne	11.4%
Effingham	11.4%	Massac	5.2%	White	3.5%
Fayette	11.4%	McDonough	3.3%	Whiteside	3.4%
Ford	4.8%	McHenry	19.6%	Will	20.9%
Franklin	11.4%	McLean	2.5%	Williamson	11.4%
Fulton	3.3%	Menard	4.5%	Winnebago	6.3%
Gallatin	3.5%	Mercer	3.4%	Woodford	4.4%
Greene	11.4%	Monroe	14.7%		
Grundy	18.4%	Montgomery	11.4%		
Hamilton	3.5%	Morgan	4.0%		
Hancock	3.4%	Moultrie	4.0%		
Hardin	5.2%	Ogle	4.6%		
Henderson	3.4%	Peoria	4.4%		

41 CFR 60

60-4.1 Scope and Application.

This part applies to all contractors and subcontractors that hold any Federal and 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, applications 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
	6.3%	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 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 non-federally involved construction.

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

[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 the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or

Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

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 the 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 practice, 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 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 contractor's 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.
- (b) 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) Contractor 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, demographics, and 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 in 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). In 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 Requirements 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.

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Not to be used for bidding purposes

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.

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Not to be used for bidding purposes

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 contract(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 subcontract(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.

Dated this _____ day of _____, 20____.

(Contractor or Subcontractor)

By: _____

Name: _____

Title: _____

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Not to be used for bidding purposes

**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

EPA Form 5700-19 (11-88)

**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 (1) 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(f) 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 of support of any cost submissions required under Section 365.420(b)(2) of the loan rules and a copy of the cost summary submitted to the owner. The Illinois Auditor General, the owner, the Agency, or any of their authorized representatives shall have access to the books, records, papers, documents, and other evidence for purposes of inspection, audit, examination, excerpts, transcriptions, and copying. The contractor shall provide facilities for access and inspection.
 - B) For a formally advertised, competitively awarded, fixed price contract, the contractor shall include access to records as required by subsection (a)(1)(A) of the loan rules for 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 shall agree to include access to records required by subsection (a)(1)(A) in all contracts and all tier subcontracts and change orders in excess of \$25,000 that was directly related to project performance.
 - C) Audits shall be in accordance with auditing standards generally accepted in the United States.

- D) The contractor shall agree to the disclosure of all information and reports resulting from access to records required by subsection (a)(1)(A). When the audit concerns the contractor, the auditing agency shall 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 (a)(1)(A) shall be maintained and made available during performance of the work under the loan agreement and for three (3) 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 which an audit exception has been taken, shall be maintained and made available for three (3) 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 3141 through 3148) as defined by the US Department of Labor.
- 4) Disadvantaged Business Enterprise requirements.
- The contractor shall provide evidence that the contractor has taken affirmative steps in accordance with 40 CFR 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 bidders to submit a Certificate Regarding Debarment, Suspension, and Other Responsibility Matters (EPA Form 5700-49) showing compliance with federal Executive Order 12549.

6) Nonsegregated facilities provision.

The contractor shall be required to submit a Certification of Nonsegregated Facilities on forms provided by the Agency.

7) American Iron and Steel

The contractor 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 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(g) 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 Part 365 regarding fraud and other unlawful or corrupt practices;
- 3) All provisions of Part 365 with respect to access to facilities, records, and audit of records; and
- 4) All provisions of subsection 365.620(f)(5) that require a Certification Regarding Debarment, Suspension and Other Responsibility Matters (EPA Form 5700-49) showing compliance with any controlling federal Executive Orders.

Section 365.620(h) 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(i) Access

Every contract entered by the loan recipient for construction work, and every subagreement, 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 recipient and the contractor arising out of, or relating to, a subagreement or its breach shall be decided by arbitration if the parties agree, or in a court of competent jurisdiction within the State.

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

I, _____, do hereby certify that:

1. I am _____ of the _____ and
(Position) (Firm)

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

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Specification for Disadvantaged Business Enterprise Participation

Name of Loan Recipient: Four Rivers Sanitation Authority (FRSA)

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 FRSA'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. 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 listed in the bid. The documentation requirements are outlined in Section III of this document.
- C. FRSA'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 FRSA'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 sixteen (16) days prior to bid opening. An example advertisement follows this section.

Bidders may public 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 sixteen (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 email 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. FRSA may reject one (1) 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-responsible and therefore, ineligible for contract award.
2. Disallow the 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% of MBE's and 12% for WBE's.
- 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. After 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.

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

Notice to Disadvantaged Businesses

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

is seeking disadvantaged businesses for the Four Rivers Sanitation Authority 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.
(Company Contact Person)

All negotiations must 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.

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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 are 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

Email 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 written certification attesting that no proposals were received (IEPA DBE Form #1).
- 8) **Note:** DBE Form #2 is **not** included in this packet. It is for consultant/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.

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**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.

Dated this _____ day of _____, 20__.

Contractor:

By: _____

Name: _____

Title: _____

Address: _____

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**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 ----- FRSA Capital Project No. ----
Contact Person's Name and Title:	
Address:	
Telephone:	Email:
DBE Certified By:	Select all that apply. At least one (1) is required: 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's Signature:	Print Name:
Date:	Title:

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IEPA Disadvantaged Business Enterprise (DBE) Program Form #4 – Bidders List

(Only complete this form if subcontractors or sub-consultants will be working on this 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, etc.)	DBE Status (MBE, WBE, DBE, SBE or N/A)
					<input type="checkbox"/> Check if hired
					<input type="checkbox"/> Check if hired
					<input type="checkbox"/> Check if hired
					<input type="checkbox"/> Check if hired
					<input type="checkbox"/> Check if hired
					<input type="checkbox"/> Check if hired
					<input type="checkbox"/> Check if hired
					<input type="checkbox"/> Check if hired
					<input type="checkbox"/> Check if hired

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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 Appropriation 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 publicly 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 Firm: _____

Signature: _____

Title: _____

Date: _____

Corporate Seal (where appropriate)

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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/aisrequirements.cfm. Waivers from the requirements are available under certain circumstances.

For CWSRF or DWSRF purposes, an iron or steel product is one (1) 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 fifty percent (50%) iron or steel, measured by costs. The cost should be based on the material costs.

For purposes of the AIS, steel means an alloy that includes at least fifty percent (50%) iron, between 0.2 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 including processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, reeling, 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 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. Example of municipal castings are:

Access Hatches;	Drainage Grates, Frames, and Curb Inlets;
Ballast Screens;	Inlets;
Benches (Iron or Steel);	Junction Boxes;
Bollards;	Lampposts;
Cast Bases;	Manhole Covers, Rings and Frames, Risers;
Cast Iron Hinged Hatches, Square & 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 (1) dimension of their cross-section three inches (3") 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 material 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 drawings, cable handling 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 constructional 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 fifty percent (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 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 reporting 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, etc. 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>

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 email is used, documents should be scanned so the company letterhead is visible.

Company Letterhead
Date
Company Name
Company Address
City, State Zip
Subject: American Iron and Steel Step Certification for Primary Filtration Project (Phase I), Four Rivers Sanitation Authority Capital Project No. 2022, IEPA Project No. L17-5882
I, (insert name of 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 Program.
Item, Products and/or Materials: (list below)
1. _____
2. _____
3. _____
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

Employment of Illinois Workers on Public Works Act

This law comes into effect following two (2) consecutive months of a state unemployment rate above five percent (5%). More information about the Employment of Illinois Workers on Public Works Act can be found here:

<http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=549&ChapterID=7>.

The Employment of Illinois Workers on Public Works Act requires the workforce on all public works projects to be comprised of a minimum of ninety percent (90%) Illinois residents.

The Illinois Department of Labor (IDOL) administers the Employment of Illinois Workers on Public Works Act, which was enacted to alleviate unemployment in Illinois by ensuring that most workers on public works projects live in the state. The requirement applies to all labor on public works projects or improvements. That includes public works projects that are funded in whole or in part with state funds or funds administered by the state of Illinois. Any public works project financed in whole or in part by federal funds administered by the state of Illinois is covered under the provisions of this act.

By signing below, the Contractor affirms awareness of this requirement.

(Typed Name & Title of Authorized Representative)

(Signature of Authorized Representative)

(Date)

(Company/Organization)

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Illinois Works Jobs Program Act – Apprenticeship Initiative Information for Contractors

Summary: The Illinois Works Jobs Program Act, 30 ILCS 559/Art. 20, is a statewide initiative to ensure that all Illinois residents have access to State capital projects and careers in the construction industry and building trades and to provide contracting and employment opportunities to historically underrepresented populations in the construction industry. This will be accomplished through three (3) programs created by the Illinois Works Jobs Program Act: The Illinois Works Apprenticeship Initiative, the Illinois Works Pre-Apprenticeship Program, and the Illinois Works Bid Credit Program. Additional information is available at the following website:

<https://www2.illinois.gov/dceo/WorkforceDevelopment/Pages/IllinoisWorksJobProgramAct.aspx>.

The goal of the Illinois Works Apprenticeship Initiative (“10% apprenticeship goal”) is that for projects estimated to cost \$500,000 or more, apprentices will perform either ten percent (10%) of the total labor hours actually worked in each prevailing wage classification or ten percent (10%) of the estimated labor hours in each prevailing wage classification, whichever is less. The ten percent (10%) apprenticeship goal applies to projects being paid for in whole or in part by appropriated capital funds to construct a public work either through a contract or grant issued by a State agency. A determination was made that this requirement also applies to IEPA loans. The \$500,000 threshold applies to the total project cost and NOT the total cost or value of an individual construction contract.

Certification: Apprentices are required to be US Department of Labor certified (not limited to pre-apprentice program guidelines).

Applicability

If a project is estimated to receive \$500,000 or more of State Capital Funding for the project:

If the State’s contribution of the project amount equals fifty percent (50%) or more of the cost for the project, the ten percent (10%) apprenticeship requirement applies to all prevailing wage eligible work performed by contractors on the public works project.

If the state’s contribution to the project is less than fifty percent (50%) of the cost for the project, the ten percent (10%) apprenticeship requirement applies only to prevailing wage eligible work being funded from state funds.

The Project has less than \$500,000 of State Capital Funding, by the Total Estimated Project Cost is \$500,000 or more:

If the state’s contribution to the project amount equals fifty percent (50%) or more of the estimated cost for the project, the ten percent (10%) apprenticeship requirement applies to all prevailing wage eligible work performed by contractors on the public works project.

If the state’s contribution to the project is less than fifty percent (50%) of the estimated cost for the project, the ten percent (10%) apprenticeship requirement does not apply.

Total Estimated Project Cost is less than \$500,000: The ten percent (10%) apprenticeship requirement does not apply. The \$500,000 threshold applies to the total project cost and NOT the total cost or value of an individual construction contract.

Waivers from the Requirements: If goals cannot be met, the state has discretion to grant waivers, reductions or to hold public hearings on the issue. Factors to be considered include the scale of the project and whether the contractor or subcontractor seeking the action has previously requested reductions or waivers. A waiver form is available on the IL Department of Commerce & Economic Development (DCEO), Illinois Works Jobs Program Act website at:

<https://www2.illinois.gov/dceo/WorkforceDevelopment/Documents/Request%20for%20Waiver%20or%20Reduction%20of%20Public%20Works%20Project%20Apprenticeship%20Goals%20%20Accessible%20and%20Enabled.pdf>. The form can also be obtained from the IEPA.

Reporting: An example quarterly reporting form is attached. A fillable version is available on the DCEO website. Contractors should coordinate with the loan applicant and their consultant for further instructions regarding these forms. Loan applicants are ultimately responsible for reporting quarterly labor hours to the state, but coordination with their contractor is essential.

For general program questions, please contact the Illinois Works Office at CEO.ILWorks@Illinois.gov.

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**Illinois Works Apprenticeship Initiative
Periodic Grantee Report**

Organization Name	Four Rivers Sanitation Authority (FRSA)	Fein Number		DUNS Number	
Grant Awarding Agency	IEPA – Loan Department	Project Start Date		Project End Date	
Grant Number	Loan No. L17-5882	Estimated Total Project Costs		Estimated Total State Contribution	

Applicable Apprenticeship Goal (Select all that apply):

- ☐ 10% total project cost
 ☐ 10% total state contribution only
- ☐ Waiver approved by IL DCEO
 ☐ IL DCEO Waiver Approval Date
 (If a waiver was granted for any prevailing wage classification, the Grantee does not need to report on those classifications on this form.)
- ☐ Reduction Approved by IL DCEO
 ☐ IL DCEO Reduction Approval Date
 (If selected, enter the applicable prevailing wage classification(s) and approved reduced percentage(s).)

Prevailing Wage Classification	Reduced Percentage

Reporting Period:

Period Start Date: _____

Period End Date: _____

**Illinois Works Apprenticeship Initiative
Periodic Grantee Report**

Please provide information in this chart of the entire project if the apprenticeship goal applies to the entire project. Provide information for only the state contribution if the apprenticeship goal applies only to state appropriated capital funds.

Prevailing Wage Classification	Total Hours for Classification in Reporting Period	Total Apprenticeship Hours for Classification in Reporting Period	% of Apprenticeship Hours	Total Hours for Classification Year-to-Date	Total Apprenticeship Hours Year-to-Date	% of Apprenticeship Hours Year-to-Date

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Section IV
**General Conditions and Supplementary
Conditions**

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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



Endorsed By



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Not to be used for bidding purposes

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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 document prepared by Contractor, in a form acceptable to Engineer, to request 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; 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; 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.

- 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.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. 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), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations 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 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. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *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.
24. *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.
- a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *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.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *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.
30. *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.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *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.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *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.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *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.
37. *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.
38. *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 or areas furnished by Owner which are designated for the use of Contractor.
39. *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.
40. *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.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *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 of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, 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.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *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.
50. *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 Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* 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:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. 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 Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means 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, means 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, means 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. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. 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 Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), 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 signed 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 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 *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 the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will 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.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents 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 Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document 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 versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will 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.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will 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.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. 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.

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, means 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, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer 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 or Engineer 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 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 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 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 in writing 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.

- 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 notify Owner and Contractor in writing 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 versions, 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 precludes 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 30th 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 60th day after the day of Bid opening or the 30th 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 may 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 must 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 will 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 Contract Price or 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. Such an adjustment will 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 third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price 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. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. 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, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses 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.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing 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, or to improvements, structures, utilities, or similar facilities located at such adjacent lands 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 7.13, 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 in a court of competent jurisdiction; 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 will 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 of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* 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 Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* 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;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. 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:
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;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 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 whether it is necessary for Owner to obtain 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; 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. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, 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 subject to the provisions of Paragraphs 4.05.D and 4.05.E.
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;
 - 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 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, then any such adjustment will 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, 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.
- F. *Underground Facilities, Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. 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 on the Drawings, or was not shown or indicated on the Drawings 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), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; 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
 4. 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. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, 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. 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;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. 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, then any such adjustment will 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, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; 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 on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. 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;
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, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, 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. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- 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, 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.I obligates 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 obligates 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 Contractor's obligations under the Contract. These bonds must 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 terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, 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 must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. 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.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

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. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages 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, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

- Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages 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, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. 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, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. 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.
- H. Contractor shall require:
1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain 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.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) 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 will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, 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 and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, 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;
 - 4. apply with respect to the performance of the Work, whether such performance is 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; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other 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 Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- 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 advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. 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 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer 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.

1. 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, risks, 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 individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater 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.
 2. None of the above waivers extends 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. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, 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, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. 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 all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights 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 insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract 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 fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 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 6.04 shall maintain such proceeds in a segregated account, and 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, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *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.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *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 maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. 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 will 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.

7.04 *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 must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will 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 must 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.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, 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 equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) 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) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item 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 will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material 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 equipment or material under the circumstances described below. To the extent possible such requests must 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 equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.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 equipment or material that Contractor seeks to furnish or use. The application:
- a. will 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 the item specified; and
 - 3) be suited to the same use as the item 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 the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will 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 will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers 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 or Supplier 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 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. 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 or Suppliers 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 or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, 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 or Supplier, whether initially or as a replacement, will 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 solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *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 an 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 will be disclosed 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.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. 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.

7.10 *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.

7.11 *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. 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 is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written 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 written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *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.

7.13 *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.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. 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.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.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).
- E. 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.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that 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.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. 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.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will 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.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as 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 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 by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) 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
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must 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 Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must 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.C.
 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.C.
 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. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. 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, comply with the requirements of 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 will 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 or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 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, will 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 or Sample will 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.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

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 Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

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 is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, 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.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 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. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. 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 will 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 losses, damages, costs, and judgments (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 from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage 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 will 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.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

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 third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. 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.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, 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.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

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 for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, 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. 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 will 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, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will 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 or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- 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.
1. 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 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 8.03.B.
 2. 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 Contractor.
- C. 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 will 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 (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 10.07. 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 *Resident 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 the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *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.

10.06 *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.

10.07 *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, will 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 Contractor under 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 10.07 also apply to the Resident Project Representative, if any.

10.08 *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 of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that 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, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in 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 11.05, (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 that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. 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 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. 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.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *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. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work 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 must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates 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.

11.06 *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.C.2.

11.07 *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 must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must 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);
 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 11.07.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 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will 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 will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 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 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.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 5 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 will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will 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 of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *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 must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
 - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
 - 2. *Supporting Data:* 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.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must 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.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must 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.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *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 in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 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 are subject 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;
 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; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- 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 rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, 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 will 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 will 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 will 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 will 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 will 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 will 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 will be incorporated in a Change Order or other written document 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. When needed 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 will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will 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 in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, 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, will 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 accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will 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, which 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 will 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 or retained for services specifically related to the Work.
 5. Other costs consisting of 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, 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.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed 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 builder's risk or other property insurance established in accordance with Paragraph 6.04), 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 include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will 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 does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general 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. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. 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.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. 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*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

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 for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's 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 for Work covered by allowances, and the Contract Price will 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, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

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 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 with such procedures and programs 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 will 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 will 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 will 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 written 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 will 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 additional 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, 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 will 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 defective Work as required by Engineer, then Owner may, after 7 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 for 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.
 - 2. 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 must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) 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.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. 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;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; 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 based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from 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 has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other 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; or
 - l. Other items entitle 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 will 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 will be treated as an amount due as determined by Paragraph 15.01.D.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 7 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 will 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 7 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 15.03.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 6.04 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 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must 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 duly pending Change Proposals and Claims; 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 Final Application and Recommendation of Payment:* 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 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will 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. 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. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *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 and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- 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 as a Claim, 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 Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect 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 adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, 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 from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, 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 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). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. 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.
- E. 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.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to 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 directly attributable to any such suspension. Any Change Proposal seeking such adjustments must 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) 10 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) written 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 7 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 will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 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 for any loss of anticipated profits or revenue, post-termination overhead costs, 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 7 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, 7 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, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise 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;
 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 requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

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 will not constitute a waiver of that provision, nor will 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 of the Contract or 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 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is 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.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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Not to be used for bidding purposes

SUPPLEMENTARY CONDITIONS

Not to be used for bidding purposes

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SUPPLEMENTARY CONDITIONS

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Not to be used for bidding purposes

SUPPLEMENTARY CONDITIONS

GENERAL

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2018 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

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.22 in its entirety and insert the following in its place:

22. *Engineer* – The term Engineer shall refer to the Director of Engineering of the Four Rivers Sanitation Authority or his assign.

Delete subparagraph 1.01.A.46.c in its entirety and insert the following in its place.

- c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

Delete subparagraph 1.01.A.47 in its entirety and insert the following in its place.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

Delete subparagraph 1.01.A.49 in its entirety and insert the following in its place.

49. *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.50:

51. *Lump Sum* – A single price quoted for completing the Work. Also known as stipulated sum.

52. *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.

Add the following paragraph after paragraph 1.01.A.51:

53. *Startup* - - Coordinated operation of facilities by the Contractor, Subcontractors, Suppliers, and Owner after installation, 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) continuous days without significant interruption.

ARTICLE 2 – PRELIMINARY MATTERS

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. Electronic files of the Drawings in AutoCAD format will not be provided.

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 85th 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.

Add the following as paragraph immediately after paragraph 4.05.C.4:

5. Weather-Related Delays
 - a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.

Delete paragraph 4.05.D in its entirety and replace with the following:

D. Contractor's entitlement to an adjustment of Contract Times is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
2. Contractor shall not be entitled to an adjustment in 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. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
3. Adjustments of Contract Times are subject to the provisions of Article 11.

Delete paragraph 4.05.E in its entirety and replace with the following:

E. Each Contractor request or Change Proposal seeking an increase in Contract Times must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;
2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

Add the following as paragraph immediately after paragraph 4.05.G:

H. 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.H:

I. 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.D.:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report dated July 13, 2021, prepared by GEOCON Professional Services entitled "Geotechnical Engineering Report REVISED – Primary Filtration Facility for Rock River Water Reclamation District", consisting of 27 pages. The Technical Data contained in such report upon which Contractor may rely only the soil boring logs within said report and nothing else.

- F. The report itemized in SC-5.03.E. 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.E.3 in its entirety and replace it with the following:

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, 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.E.4 in its entirety and replace it with the following:

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, 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.B in its entirety and replace it with the following:

- 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.

Delete Paragraph 5.05.C in its entirety and replace it with the following:

- 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.

Delete Paragraph 5.05.F.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, 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.F.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, no later than 10 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

Delete Paragraph 5.05.F.4 in its entirety and replace it with the following:

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in field investigations. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

SC – 5.06

Add the following new paragraphs immediately after paragraph 5.06.A.2:

5. The following lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
NONE		

6. The following lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
NONE		

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, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, 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. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

ARTICLE 6 – BONDS AND INSURANCE

SC – 6

Delete Article 6 of the General Conditions in its entirety and insert the following text in its place.

ARTICLE 6 – BONDS AND INSURANCE

Bonds and Insurance requirements shall be as identified in the Instructions To Bidders.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC – 7.03

Delete Paragraph 7.03.C 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 - 7.04

Add the following new paragraphs after paragraph 7.04.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 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, but not limited to, piping and electrical connections, or support and mounting provisions.

E. For material or equipment listed on the Base Bid (Type I) 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.

- F. For material and equipment listed on the Base Bid (Type II) Material and Equipment Schedule, Contractor shall provide material and equipment furnished by Supplier A except Owner may select material and equipment furnished by Supplier B in lieu of Supplier A. 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. Contractor agrees, upon notice of selection, to furnish and install the material and equipment selected. The Lump Sum Contract Price will be adjusted up or down as applicable, by 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 cost for material and equipment furnished by Supplier A and the installed cost for material and equipment furnished by Supplier B.
- G. For material and equipment listed on the Base Bid (Type III) Material and Equipment Schedule, Contractor shall provide material and equipment furnished by Supplier A except Owner may select material and equipment furnished by identified substitute in lieu of Supplier A. 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. Contractor agrees, upon notice of selection, to furnish and install the material and equipment selected. The Lump Sum Contract Price will be adjusted up or down as applicable, by 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 cost for material and equipment furnished by Supplier A and the installed cost for material and equipment furnished by the substitute as selected by Owner. 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 Item A for the price bid.

SC-7.05

Add the following as the last sentence to Paragraph 7.05.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 – 7.06.

SC-7.06

Add the following new subparagraph immediately after paragraph 7.06.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 7.06.C 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.

Delete Paragraph 7.06.D. in its entirety and insert the following in its place:

- D. Engineer's Cost Reimbursement: Contractor will not reimburse Owner for the charges of Engineer for evaluating substitutes. Contractor will reimburse Owner for the 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 any substitute.

Add the following new subparagraph immediately after paragraph 7.06.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 – 7.09

In the last sentence of paragraph 7.09 A, delete the word "Owner" and insert the word "Contractor" in its place.

SC – 7.10

Add the following new paragraph immediately after paragraph 7.10.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 – 7.13

Delete Paragraph 7.13.G. 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.D.3 and replace it with the following:

3. 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.

Delete the last sentence in subparagraph 7.16.E.1.b.

ARTICLE 8 - OTHER WORK AT THE SITE

SC – 8.02

In paragraph 8.02.A. delete the words "Supplementary Conditions" and insert the words "Specifications" in their place.

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.C. in its entirety and insert the following paragraph as 8.03.C:

- 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 9 – OWNERS RESPONSIBILITIES

SC – 9.13

Add the following new paragraph immediately after paragraph 9.12:

9.13 Site Representative

- A. Owner will furnish a Site Representative, assistants, and other field staff to observe performance of the Work. The duties and responsibilities of Owner's Site Representative are described as follows:
 - 1. Become familiar with the Contract Documents to observe the progress and quality of the executed Work, and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.
 - 2. Promptly forward to Engineer, reports from Contractor indicating conflict, error or discrepancy in the Contract Documents to enable Engineer to issue a written clarification or interpretation as provided for in paragraph 10.06 of the General Conditions.
 - 3. Provide Engineer with copy of Site Representatives' daily log.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

Delete Paragraph 10.03.A. in its entirety and insert the following in its place:

- A. Owner will provide a Site Representative whose responsibilities and duties are described in SC - 9.13.

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 - 10.08

Add the following new paragraph immediately after Paragraph 10.08.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-11.02

Delete paragraph 11.02.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 11.02.A, it shall be deemed to be of full force and effect, as if fully executed.

Add the following new paragraph immediately after subparagraph 11.02.B.:

- C. Change Orders will be prepared on the form included in the Project Manual.

SC – 11.07

Delete paragraph 11.07.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 11.07.C.2; or

SC – 11.08

Add the following new paragraph immediately after paragraph 11.08.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 – 11.09

Amend the first sentence of paragraph 11.09.B.1 by striking out the words “30 days” and inserting the words “10 days” in their place.

ARTICLE 12 – CLAIMS

SC – 12.01

Amend the first sentence of 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 – 13.01

Delete paragraph 13.01.B.5.c.2) in its entirety.

Delete paragraph 13.01.E in its entirety and insert the following in its place:

- D. *Documentation and Audit.* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a minimum period of three years or as required by state law in which Work is performed after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

SC – 13.03

Delete Paragraph 13.03.E. in its entirety and insert the following in its place:

- E. *Adjustments in Unit Price:* 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 12 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, 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 new subparagraphs immediately after paragraph 15.01.B.4.:

5. 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.
6. 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.
7. 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.
8. 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.

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.

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 new subparagraph immediately after paragraph 15.06.E:

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.

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 requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business, and addressed to the specific intended recipient;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business, and addressed to the specific intended recipient; or
 - 3. by e-mail to the specific intended recipient, with the words “Formal Notice” or similar in the e-mail's subject line. Written notice shall not be considered accepted until receipt is acknowledged by the intended recipient.

SC – 18.11

Add the following new paragraph immediately after paragraph 18.10:

18.11 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

Not to be used for bidding purposes

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Not to be used for bidding purposes

Section V
Technical Specifications

Not to be used for bidding purposes

DIVISION 01

GENERAL REQUIREMENTS

Not to be used for bidding purposes

Not to be used for bidding purposes

SECTION 01 11 00
SUMMARY OF WORK

PART 1 – GENERAL

1.01 SUMMARY

A. The Work of this Contract is generally described as:

Primary Filtration Project Phase I, Capital Project No. 2022, IEPA Project No. L17-5882, is comprised of all labor, materials, equipment, and supervision required to construct the following items:

- A. One (1) Primary Filter Distribution Structure
- B. Primary Filtration Facility 1 which consists of, but not limited to:
 - Four (4) primary filtration submersible influent pumps located in a wet well
 - Two (2) primary cloth media disk filter units, with backwash pumps, waste solids pumps, valving and piping
 - One (1) primary filter effluent diversion structure
 - One (1) gravity thickener, with two (2) primary filtration thickened sludge pumps,
 - A scum pump wet well with one (1) scum pump
 - Two (2) pump rooms: Primary Filter Pump Room 1 and Gravity Thickener Pump Room 1
 - All civil, structural and architectural, electrical, mechanical/HVAC, instrumentation and controls, and piping and valves for a complete, operable primary filtration system
- C. Modifications to Primary Tank Outlet Structure
- D. Modifications to Main Pump II Building which consists of:
 - New electrical room
 - HVAC system removal and replacement
- E. Modifications to piping and valves in the Primary Sludge Manhole, GBT Building basement, and Digester Control Building
- F. Replacement of GBT 2 thickened sludge pump, discharge hopper, and appurtenances
- G. Replacement of two (2) sluice gate electric actuators at the influent flow Parshall Flume.
- H. Site work, new roadway, and yard piping improvements

1.02 WORK LIMITATIONS

- A. Construct Work in accordance with the following requirements and to accommodate operation of existing facilities during construction period. Coordinate construction progress schedule and operations with Engineer and Owner. Owner reserves the 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 Primary Settling Tanks (PSTs) 3 and 4 and PSTs 1 and 2 when Contractor requests that they be made available to Contractor. When tanks are made available to Contractor, not more than one (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. 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 Primary Influent Channel of PSTs in service as directed by the Owner or Engineer.

E. **Milestone 1:** HVAC system removal and replacement in the Main Pump II Building shall be substantially completed by November 1, 2022 for Owner's occupancy.

F. Wastewater flow through all plant treatment processes, utilities and access to facilities shall be maintained at all times except as specified herein. Contractor is responsible for the cost, installation and operation including all labor of all bypass pumping facilities and the fuel and/or electrical power cost to maintain a wastewater flow through all of the plant treatment processes impacted by the Work for a peak influent flow rate of up to 80 million gallons per day (MGD). This involves maintaining existing facilities except for interruptions permitted herein. Primary influent and primary effluent bypass pumping shall be at least two (2) 10 MGD bypass pumps each with variable flow rate pumping capability as described herein.

1. Contractor shall schedule taking PSTs out of service to perform the Work and provide at least a 72-hour written notice to the Owner and Engineer to drain PSTs.
2. Interruptions of flow to PSTs or operation of primary sludge thickening facilities shall not be made without Owner's permission.
3. There are ten (10) Primary Settling Tanks (PSTs). Eight (8) PSTs must be maintained in service at all times except two (2) of the eight (8) PSTs can be taken out of service when influent wastewater flow rates are below 60 MGD with the capability to be brought back online with bypass pumping as specified herein. Work at Primary Filter Distribution Box and Work at PSTs 1 & 2 requiring shutdown of PSTs 1, 2, 3, and 4 simultaneously shall not exceed twenty-eight (28) calendar days (**Milestone 2**). Work at Primary Outlet Structure and the 54" Bypass Structure requiring shutdown of PSTs 1, 2, 3, and 4 simultaneously shall not exceed fourteen (14) calendar days (**Milestone 3**). Furthermore:

- a) As part of **Milestone 2**, provide 20-MGD bypass pumping capability to divert 10 MGD from PSTs 5 and 6 Primary Influent Channel and 10 MGD from PSTs 7 and 8 Primary Influent Channel to two (2) PSTs that were taken out of service.
 - i) Bypass pumping shall be on a standby basis. Operate bypass pumping based upon request by Owner when influent flows are in excess of 60 MGD or as required for Owner's maintenance purposes.
 - ii) Provide two (2) 10-MGD bypass pumps. Locate one (1) pump in PSTs 5 and 6 influent splitter box (located at south end of PST's between PSTs 5 & 6

where 36" Primary Influent Pipe enters) and splits flow to Primary Influent Channels for PSTs 5 & 6. Locate the second pump in PSTs 7 and 8 influent splitter box (located at south end of PST's between PSTs 7 & 8 where 36" Primary Influent Pipe tees off from 60" Primary Influent pipe) that splits flow to Primary Influent Channels for PSTs 7 & 8.

- iii) PST Control Gate 1 Actuator PTCG-1 does not need to be operational until startup of Primary Filtration Facility 1.
 - a) As Part of **Milestone 3**, provide 20-MGD bypass pumping capability to divert flow from PSTs Effluent Channel to PSTs 5 and 6 Effluent Channel.
 - i) Bypass pumping shall be on a standby basis. Operate bypass pumping based upon request by Owner when influent flows in excess of 60 MGD are fed to PSTs 1 and 2 or as required for Owner's maintenance purposes.
 - ii) Provide two (2) 10-MGD bypass pumps.
 - b) As Part of **Milestone 4**, Work related to final tie-in connection for Primary Filtration Facility 1 (42" Primary Filter Influent, 60" Primary Filter Effluent) requiring shutdown of PSTs 1 and 2 simultaneously shall not exceed seven (7) days. If **Milestone 4** Work exceeds seven (7) days, provide 20-MGD bypass pumping to and from PSTs 1 and 2 until Primary Filtration Facility 1 tie-in Work is completed.
- 4. Service interruption to 8" PSD in Primary Sludge Manhole as required to complete work in Primary Sludge Manhole shall occur while PSTs 1 and 2 are out of service. Furthermore, the 8" PSD ties in with 8" PSD from PSTs 5 and 6 north of the Gravity Belt Thickener Building. The service interruption shall not exceed 8 hours.
 - 5. Access shall be maintained to Gravity Belt Thickener Building overhead doors for polymer tote delivery except during interruption not to exceed twenty eight (28) days for piping and site work required in front of overhead door and second interruption (once polymer totes are restocked) not to exceed fourteen (14) days. Coordinate with Owner to stock delivery polymer totes required for shutdowns prior to starting work.
 - 6. Service interruption to primary scum piping at the Gravity Belt Thickening Building for PSM tie-in shall not exceed eight (8) hours.
 - 7. Service interruption to thickened sludge flow to digester at the Digester Control Building for PFTS tie-in and pipe replacement shall not exceed eight (8) hours.
 - 8. Service interruption to thickened sludge flow to GBT No. 2 at the Gravity Belt Thickening Building for PFTS tie-in and pipe replacement shall not exceed eight (8) hours.
 - 9. Service interruption to 24" SUPT piping south of existing PST 5 for GTO tie-in and 24" Supt cleaning shall not exceed forty eight (48) hours.
 - 10. Service interruption to 8" WAS piping west of existing PSTs 3 and 4 for 8" WAS relocation shall not exceed forty eight (48) hours.
 - 11. Service interruption to Potable Water (W1) for tie-in shall not exceed eight (8) hours.
 - 12. Service interruption to Plant Well Water (W4) for tie-in shall not exceed four (4) interruptions of four (4) hours each.
 - 13. Service interruption to natural gas for tie-in shall not exceed eight (8) hours

- G. Possible construction sequence for Primary Filtration Facility 1: A possible construction sequence showing completion of Work in conformance with the sequences and constraints specified herein is presented below. Only a part of the Work for this Project is shown. The purpose for presenting this possible construction sequence is to assist the Bidders in understanding the requirements of this Project. Other and more detailed construction sequences to complete the Project within the Contract time limits and in conformance with the specified sequences and constraints may be possible. It is the Contractor's responsibility to develop and prepare the construction sequence and the Progress Schedule that complies with the constraints outlined in this Section.
1. Construct bulkhead at existing stop log grooves (these are not water tight and additional bulkhead will be required) located just downstream of wye in Primary Influent Channel split to PSTs 3 and 4. See Drawing 4-R-01 for location.
 2. Install a plug in existing 54" Primary Effluent Pipe from PSTs 3 and 4.
 3. Demolish PSTs 3 and 4 as shown on Drawings and begin construction of Primary Filtration Facility 1.
 4. Close isolation gate between PST 1 and PST 2 in Primary Influent Channel for PSTs 1 and 2.
 5. Construct stop logs at north end of Primary Influent Channel for PSTs 1 and 2 to isolate proposed work at north end of Primary Influent Channel and allow bypass pumping into Primary Influent Channel. See Drawing 4-R-01 for location.
 6. Work associated with **Milestone 2**:
Construct Primary Filter Distribution Box and complete modifications to PSTs 1 and 2 Primary Influent Channel.
 - a) Install a temporary 42" plug in Primary Filter Influent to proposed Primary Filtration Facility 1.
 - b) Provide 20-MGD bypass pumping capability to divert 10 MGD of flow from PSTs 5 and 6 Primary Influent Channel and 10 MGD of flow from PSTs 7 and 8 Primary Influent Channel to PSTs 1 and 2 Primary Influent Channel, south of the proposed stop logs.
 - i) Bypass pumping shall be on a standby basis. Operate bypass pumping based upon request by Owner when influent flows are in excess of 60 MGD or as required for Owner's maintenance purposes.
 - ii) Provide two (2) 10-MGD bypass pumps. Locate one pump in PSTs 5 and 6 influent splitter box and locate the second pump in PSTs 7 and 8 influent splitter box.
 - iii) Maintain primary influent bypass pumping provision until the Primary Filter Distribution Box and modifications to PSTs 1 and 2 are complete and influent flows by gravity again from Parshall Flume to PSTs 1 and 2.
 - c) Duration of **Milestone 2** Work is limited to twenty-eight (28) calendar days.
 7. Work associated with **Milestone 3**:
Complete modifications to Primary Tank Outlet Structure and 54" Bypass Structure.
 - a) Install a temporary 60" plug in new 60" Primary Filter Effluent Pipe to Primary Tank Outlet Structure. Temporarily stop flow from PSTs 1 and 2 Effluent Channel to Primary Tank Outlet Structure. Cut and cap 54" bypass from the 54" Bypass Structure to Main Pump II Building. Abandon-in-place the 54" bypass.
 - b) Provide 20-MGD bypass pumping capability to divert flow from PSTs 1 and 2 Effluent Channel to PSTs 5 and 6 Effluent Channel.

- i) Bypass pumping shall be on a standby basis. Operate bypass pumping based upon request by Owner when influent flows are in excess of 60 MGD or as required per maintenance purposes.
 - ii) Provide two (2) 10-MGD bypass pumps. Locate pumps in PSTs 1 and 2 Effluent Channel.
 - iii) Maintain bypass pumping provision until the Primary Tank Outlet Structure and 54" Bypass Structure modifications are complete.
- c) Duration of **Milestone 3** is limited to fourteen (14) calendar days.
- 8. Work associated with **Milestone 4**:
Complete final tie-in.
 - a) Take PSTs 1 & 2 out of service by closing west slide gate at Parshall Flume Outlet Box.
 - b) Remove temporary 42" plug in Primary Filter Influent to PSTs 1 and 2 and 60" temporary plug at the Primary Tank Outlet Box. Make final 42" Primary Filter Influent and 60" Primary Filter Effluent connections.
 - c) Duration of **Milestone 4** is limited to seven (7) calendar days.

1.03 CONTRACTOR'S USE OF PREMISES

- A. Conduct operations to ensure least inconvenience to Owner and operation of existing facility. Cooperate with Owner during construction operations to minimize conflict and to facilitate 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 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.

1.04 OWNER FURNISHED MATERIALS OR EQUIPMENT

- A. Owner will furnish the following materials or equipment:
 - 1. Sludge Grinder GRI-2 and control panel
- B. Contractor's Responsibilities:
 - 1. Remove and relocate existing sludge grinder and control panel from GBT Building Basement to Gravity Thickener Pump Room 1.
 - 2. Install GRI-2 and control panel as shown on Contract Drawing.

1.05 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.

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. Parshall Flume
 - 4. Primary Filter Distribution Structure
 - 5. Primary Settling Tanks 1 and 2
 - 6. Primary Settling Tanks 3 and 4
 - 7. Primary Filtration Facility 1, including Gravity Thickener 1
 - 8. Primary Filter Effluent Diversion Structure
 - 9. Primary Tank Outlet Structure
 - 10. Primary Sludge Manhole
 - 11. Gravity Belt Thickener Building
 - 12. Digester Control Building
 - 13. Main Pump II 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 Contractor shall conduct progress meetings, construction foreman's meetings, and specially called meetings throughout the construction period. Owner and Engineer may attend meetings. Contractor shall:
 - 1. Prepare agenda.
 - 2. 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.
 - 3. Make physical arrangements for meetings.
 - 4. Preside at meetings.
 - 5. Record meeting minutes.
 - 6. Prepare formal minutes within 3 working days after meeting and distribute electronic copies to:
 - a. Meeting participants.
 - b. Affected parties.
 - c. Engineer and Owner

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 located in Main Pump II Building.

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 CONSTRUCTION FOREMAN'S MEETING

- A. Schedule weekly.
- B. Location: Contractor's field office.
- C. Attendance:
 1. Resident Superintendent.
 2. Subcontractors' foremen.
- 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.

END OF SECTION

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SECTION 01 32 15
PROGRESS SCHEDULE
(CRITICAL PATH METHOD)

PART 1 – GENERAL

1.01 SUMMARY

- A. Submit preliminary Progress Schedule in accordance with General Conditions. Preliminary schedule may be in the form of horizontal bar chart and shall outline, in detail, construction activities until the Critical Path Method (CPM) schedule is complete and becomes effective.
- B. Prepare and submit detailed CPM Progress Schedule to Engineer within 60 days after Notice to Proceed.
 - 1. Approximately midway through the 60-day period, representatives of Contractor shall meet with Engineer and Owner for the purpose of review and coordination of draft CPM schedule.

1.02 SUBMITTALS

- A. Three days before the meetings to discuss schedules, submit preliminary schedule or CPM schedule electronically, and subsequent revisions thereof, to Engineer and Owner for review.
- B. Three days prior to monthly progress meetings, submit revised schedule to Owner and Engineer electronically. Furnish revised schedule to Subcontractors as appropriate.
- C. Failure to submit schedules on a timely basis shall be considered cause for withholding progress payments.
- D. Within 10 days after Notice to Proceed, submit name and qualifications of firm proposed to prepare schedule.

1.03 QUALITY ASSURANCE

- A. Progress Schedule and revisions to schedule shall be as directed by Contractor. Coordinate necessary input from Subcontractors and Suppliers.
- B. Engage services of firm specializing in preparation of Progress Schedules or demonstrate to Engineer experience and capabilities to prepare and revise CPM schedules.

1.04 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. Use precedence diagramming method to present manner and timing in which Contractor intends to perform Work. Resource and cost load the schedule in accordance with the payment schedule. Base CPM schedule on 5-day workweek with notations for specific constraints such as winter shut down.
- B. Schedule shall cover on- and off- site activities. Detail individual activities to such a degree that path of construction can be easily followed for each item of work. Provide early and late start and completion dates with float times indicated for each. Present schedule as follows:
 - 1. Logic diagram with critical path highlighted.
 - 2. Listing of activity items by activity number.
 - 3. Listing of activity items by early start dates.
 - 4. Listing of activity items by late start date.
 - 5. Listing of activities on critical path.
- C. Content:
 - 1. Show complete sequence of construction by activity.
 - 2. 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.

3.02 REVISIONS TO SCHEDULE

- A. Each month Contractor shall receive update 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. Information supplied by Contractor shall include as minimum, activities started during preceding period, activities completed during preceding period, starting and completion dates for each, status of completion of ongoing activities, and major logic changes.

C. Provide narrative report to define following:

1. Problem area and anticipated delays and their impact on schedule.
2. Corrective action recommended and its effect.

3.03 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. During the meeting, logic diagram will be amended as needed and Contractor shall update logic diagram and computer printouts accordingly.

3.04 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 five (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, during schedule review meetings, it becomes apparent that milestone completion dates or times established in Section 01 11 00 or Contract completion dates will not be met, 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.

D. Contractor shall accept risk for delays caused by rate of progress of Work to be performed under other Contracts. If Contractor is delayed in prosecution and completion of work because of such conditions, Contractor shall have no claim for damages to Contract adjustment other than extension of time and waiving of liquidated damages during period of time occasioned by delay.

END OF SECTION

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SECTION 01 32 33
CONSTRUCTION PHOTOGRAPHS

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.

PART 2 - PRODUCTS

2.01 PHOTOGRAPHS

- A. Provide electronic color prints:
 - 1. 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.
 - 2. Project name.
 - 3. Engineer's project number.
 - 4. Orientation of view.
 - 5. Date and time of photograph.
 - 6. Photograph number.
 - 7. Contractor's name and address.
- B. Submit approved electronic storage with the appropriate information shown under paragraph 2.01 A. above.

PART 3 - EXECUTION

3.01 PHOTOGRAPHIC REQUIREMENTS

- A. Take photographs at each major stage of construction.
 - 1. Before commencement of construction.
 - 2. At intervals sufficient to record construction progress but no less than 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

Not to be used for bidding purposes

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 01 61 00 which Contractor requests Engineer to accept, after Effective Date of the Agreement.
 - 2. Shop Drawings:
 - a. As defined in Paragraph 1.01.A.37 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.34 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 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 01 79 10. 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. Submittals shall contain sufficient detail to confirm compliance with the requirements of the respective specification section. Submittals shall not contain excessive, non-pertinent information.
3. Submittals shall be complete for all material and equipment specified in each section. Partial submittals are not acceptable.
4. Identify the following in Transmittal Form:
 - 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
5. The electronic submittal shall be in searchable, bookmarked PDF format.
6. Electronic submittal document shall be created with OCR (Optical Character Recognition) to allow for full alphanumeric recognition of printed characters

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.

3.02 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 7.06 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.
2. Submit six (6) copies.

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.
3. Submit three (3) copies.

G. Operating and Maintenance (O&M) Data:

1. Organize operating and maintenance information into suitable sets of manageable size, and bind into individual binders properly identified and indexed. Include emergency instructions, spare parts list, copies of warranties, wiring diagrams, recommended "turn-around" cycles, inspection procedures, Shop Drawings, product data, and similar applicable information.

2. Binders shall be heavy duty 3 ring, vinyl covered, with pocket folders for folded sheet material. Binders shall be of adequate size to easily hold required amount of sheets.
3. Submit after equipment submittal has been returned "Approved" or "Approved as Noted".
4. Submit three (3) hard copies and one (1) copy in searchable, bookmarked PDF format after approval. Electronic O&M document shall be created with OCR (Optical Character Recognition) to allow for full alphanumeric recognition of printed characters.

H. Miscellaneous:

1. Guarantees, Warranties, Maintenance Agreements, and Workmanship Bonds:
 - a. Refer to Specification sections for requirements.
 - b. Provide two (2) executed copies. Provide two (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.
 - b. Submit ten (10) copies of property surveys. Submit two (2) copies of other surveys.
3. Certifications:
 - a. Refer to Specification sections for requirements.
 - b. Submit six (6) copies.
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.

I. American Iron and Steel Certification:

1. This project is being partially funded by the Clean Water State Revolving Fund which requires 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.
2. Contractor shall provide a certification letter in their submittals from such suppliers documenting compliance with American Iron and Steel requirements.

3.03 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.
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.
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 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 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. Sludge grinder, control panel and disconnect currently located in GBT Building basement as identified on Drawings
 - 2. All Rotork actuators currently used in Primary Settling Tanks 3 and 4.
 - 3. All glass-lined pipes and fittings removed as part of the Work
 - 4. Primary Settling Tanks handrail and grating.
 - 5. Hauled Sludge Transfer Pump, control panel, and disconnect.
 - 6. 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, junction boxes, pull boxes, wires,

anchors, and supports. Remove or cut off concealed or embedded materials and equipment to at least 1 in. below final finished surface. Patch floors and walls to match existing.

- 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). Cutting openings is not required below proposed Primary Filtration Facility 1. 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. Existing Primary Settling Tanks 3 and 4 bottom slab to remain below proposed Primary Filtration Facility 1 except where noted. Contractor may remove bottom slab to facilitate construction as needed.
- 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. Abandon utilities and piping within limits noted. Fully disconnect from portions of utility or piping remaining in service.
- B. Remove portions of utility or piping being abandoned within influence zone of proposed structures or piping.
- C. Provide compatible cap for pressurized piping. Provide thrust blocks for caps unless piping has fully restrained joints.
- D. Provide concrete plugs for gravity piping. Plug shall be Class B concrete in accordance with Section 03 30 00.
- E. If piping is over 12-inches in diameter, fill existing pipe to be abandoned with low viscosity flowable fill. The 28-day compressive strength of flowable fill shall not be less than 50 psi.

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.

END OF SECTION

SECTION 01 41 00
REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 PERMITS

- A. Contractor shall obtain the following permits:
1. Other Permits required for construction of the Work which are not listed as being provided by Owner.
 2. Contractor shall be responsible for application fees, bond costs, coordination with permitting agencies and review or inspection fees charged by permitting agencies when Contractor obtains permit.
 3. Annual or licensing fees which may be charged by permitting agencies for placement of facilities shall be paid for by the Owner.
- B. Comply with requirements of permits obtained by Owner. Permits obtained by Owner include:
1. Illinois Environmental Protection Agency – Construction/Operation Permit

1.02 NOTICES

- A. Provide notices in accordance with requirements of General Conditions and applicable construction permits to following agencies or individuals and to others as required elsewhere in Contract Documents.
1. ENGINEER:
 - a. Notice: Ten (10) working days prior to start of construction.
 - b. Notice: Five (5) days prior to start of additional crews.
 2. Fire, Police, and Sheriff's Department:
 - a. Notice: 24 hours minimum, or as required by local agencies, prior to closing streets or performing operations affecting vehicular traffic.
 3. Utilities: for work which requires excavation.
 - a. Notice: 72 hours minimum.
 5. Others as required in Contract Documents.

1.03 REGULATIONS

- A. Comply with local, state, and federal laws, rules, ordinances, and regulations. Give Engineer notice of variations in accordance with General Conditions.

END OF SECTION

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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, telephone service, 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 electric power may be obtained from Owner's electrical system as follows:
 - 1. Owner will provide access to existing electrical system for 120 v, 1-phase service.
 - 2. 480-volt power can be obtained from MCC-HVP in Main Pump II's lower level.
 - 3. Make arrangements with Owner for temporary electricity.
 - 4. 480-volt electricity obtained from Owner's electrical system and used for construction shall be metered by Contractor. Contractor shall pay Owner \$0.08 per kilowatt hour for this metered power.
 - 5. Provide electrical protection to prevent disruption of plant power from over-current, ground faults, and short circuits.
 - 6. 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.

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 TEMPORARY TELEPHONE SERVICE

- A. Provide temporary telephone service for Contractor's use and for Owner to contact project site. Mobile or cellular phones are acceptable. Contractor may not use Owner's system for telephone service.

2.04 WATER FOR CONSTRUCTION

- A. Owner will provide non-potable water source. Contractor shall provide a backflow prevention device but no metering is required. Volume of water available is limited to ensure that existing process needs are not hindered.

2.05 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.

2.06 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.

2.07 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.

2.08 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.

2.09 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.

2.10 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.

2.11 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.

2.12 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.

2.13 PROJECT SIGNS

- A. Provide signs suitably supported and erected on Site.
 - 1. One painted sign, 48 sq ft area, bottom 6 ft above ground.
 - 2. Sign to contain the Project Title, Owner logo, and name of Owner as indicated on the Contract Documents, Name of Engineer, and Name of Contractor
 - 3. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings. Install sign surface plumb and level, with butt joints, anchor securely.
 - 4. Paint exposed surfaces of sign, supports, and framing
 - 5. One sign, no larger than 3-ft by 4-ft, lettered as required by Engineer, to identify Engineer's field office.
- B. Submit planned sign for Engineer review within fifteen (15) days after date of Notice to Proceed. Locate signs where designated by Engineer within fifteen (15) days of approval.
- C. Do not place other signs on Site except name of respective Subcontractors on their field offices.
- D. Maintain signs and supports throughout Project. Clean and repair deterioration and damage.

2.14 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.
- C. Material and Equipment provided as part of the project shall not be used for any temporary services.

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

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SECTION 01 57 19
TEMPORARY ENVIRONMENT 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.
- B. Comply with procedures outlined in U.S. EPA manuals entitled "Guidelines for Erosion and Sedimentation Control Planning and Implementation", Manual EPA-R2-72-015 and "Processes, Procedures, and Methods to Control Pollution Resulting from All Construction Activity", Manual EPA-430/9-73-007.
- 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 IEPA.
- 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

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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 one (1) copy to Engineer. Provide one (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 hours 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. Equipment shall not be used for any purpose, or any reason until manufacturer has completed installation services.

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 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. 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.
- E. 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.

3.03 INSTRUCTIONAL SERVICES

- A. Provide in accordance with Section 01 79 30 – Instructional Services.

3.04 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.

3.05 POST STARTUP SERVICES

- A. After equipment or system has been in operation for at least two (2) months, but not longer than three (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 two (2) copies to Owner.

END OF SECTION

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Not to be used for bidding purposes

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 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 one (1) electronic copy of complete O&M data 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. Submit in accordance with Section 01 33 00.

1.04 FINAL SUBMITTAL

- A. After approval of the review submittal, submit three (3) paper copies and one (1) electronic media in PDF format of complete 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: Primary Filtration Project Phase I (Capital Project No. 2022).
 - 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: Primary Filtration Project Phase I (Capital Project No. 2022).
 - 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: Primary Filtration Project Phase I (Capital Project No. 2022).
 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**

Page 1 of 5

TO: (Engineer) (Address) (Attn:)		DATE	
		SPECIFICATION SECTION TITLE	
		SECTION NO.	
FROM: (Contractor) (Address)		MANUFACTURER/ VENDOR	
		NO. OF COPIES	

TO ALL:

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**

Page 2 of 5

	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)			

Page 4 of 5

OPERATION AND MAINTENANCE DATA
Bid Doc. No. 21-408

**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 []V-BELT []CHAIN []VARIDRIVE	TYPE	
		SIZE	
SERVICE FACTOR		CAPACITY	
RATIO		RANGE	
*By Owner			

Page 3 of 4

[illegible]

**FORM 2 TO SECTION 01 78 23
EQUIPMENT DATA FORM**

Page 4 of 4

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				Page 1 of 4
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				Page 2 of 4
EQUIPMENT NO.	P-8-6-5, P-8-6-6	ASSET NO.*		
DESCRIPTION	Feed Pumps	MAINT. 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				

Page 3 of 4

[illegible]

Donohue & Associates, Inc.
Project No. 13852 (Phase I)

01 78 23-17

OPERATION AND MAINTENANCE DATA
Bid Doc. No. 21-408

"EXAMPLE" FORM 3 TO SECTION 01 78 23 EQUIPMENT DATA FORM					Page 4 of 4
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

Not to be used for bidding purposes

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Not to be used for bidding purposes

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 – Primary Filtration Flow Splits

- a. Primary filtration flow splits as shown on Drawing No. 1-N-01.
- b. Primary filter effluent diversion as shown on Drawing No. 1-N-01.

2. System 2 – Primary Filtration System

- a. Primary filtration influent pumping as shown on Drawing No. 1-N-02
- b. Primary filter 1 as shown on Drawing No. 1-N-03.
- c. Primary filter 2 as shown on Drawing No. 1-N-04.
- d. Primary filter scum and drain as shown on Drawing No. 1-N-05.

3. System 3 – Primary Filtration Solids Handling System

- a. Gravity thickener 1 as shown on Drawing No. 1-N-06.
- b. Primary filtration thickened solids and GBT2 discharging pumping shown on Drawing No. 1-N-07.

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 Owner.
 - 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 seven (7) days before Systems Demonstrations are to begin.

4. Reschedule cancelled Systems Demonstrations seven (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 (2) 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 seven (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 seven (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 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, 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 30 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 two (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 30 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 personnel 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 (2) 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. Understand 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