**CONTRACT DOCUMENTS**

**AND**

**SPECIFICATIONS**

**FOR**

**CITY OF ROCKFORD - WATER DIVISION**

**LEAD SERVICE LINE REPLACEMENT PHASE 8**

**BID NO.: 825-W-099**

**PREPARED FOR:**

**CITY OF ROCKFORD - WATER DIVISION**
**1111 CEDAR STREET**
**ROCKFORD, ILLINOIS 61102**

**PROJECT NO. 25-1100B**




**DATE SIGNED: September 10, 2025**

**PREPARED BY:**

**FEHR GRAHAM**

**STATE OF ILLINOIS LICENSE NO. 184-003525**


230 Woodlawn Avenue
Aurora, IL 60506
(630) 897-4651

1610 Broadmoor Drive
Champaign, IL 61821
(217) 352-7688

101 W. Stephenson Street
Freeport, IL 61032
(815) 235-7643

1904 NE Monroe Street
Peoria, IL 61603
(309) 690-7766

515 Lincoln Highway
Rochelle, IL 61068
(815) 562-9087

200 Prairie St., Suite 208
Rockford, IL 61107
(815) 394-4700

2160 S. Sixth St., Suite E
Springfield, IL 62703
(217) 544-8477

200 5th Avenue SE
Cedar Rapids, IA 52401
(319) 294-6909

221 East Main St., Suite 301
Manchester, IA 52057
(563) 927-2060

128 S. Vine Street
West Union, IA 52175
(563) 422-5131

1107 16th Avenue
Monroe, WI 53566
(608) 329-6400

909 North 8th St., Suite 101
Sheboygan, WI 53081
(920) 453-0700

THE CITY OF ROCKFORD ILLINOIS, USA

*Finance Department*
*Central Services Division*

# LEAD SERVICE LINE REPLACEMENT PHASE 8
# BID NO. 825-W-099

*Bid Format* – One (1) original copy and one (1) digital copy of the entire bid shall be submitted; the latter can be saved/uploaded at the following link:

https://rockfordil.sharefile.com/r-rfccede57bc9a484b925c8d74af66ff39

*The digital copy must be the same as the printed copy.*



425 East State Street Rockford, Illinois 61104-1068 USA
779-348-7164 800-380-7175 fax **www.rockfordil.gov**

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**Illinois Environmental Protection Agency – Public Water Supply Loan Program (PWSLP)**
**Loan Applicant's Certification of Plans/Specifications Compliance with PWSLP Rules**
**(Rev 01/2025)**

Loan Applicant: City of Rockford L17# 7046

Project Description: Lead Water Service Line Replacement for residential homes in Rockford, Illinois. This work will consist of approximately 445 Replacements through either open-cut trenching operations or directional boring of the water service line. Existing lines are to be abandoned in place upon successful connection of newly installed pipe. Each bid shall be based on the price of one completed service.

**Section I – Loan Program Requirements**
Provide page number(s) for location of the information below in the bidding documents/specifications.

Page #'s

1. 7 Advertisement for Bids includes notification to bidders that procurement is subject to regulations contained in the IEPA loan program rules, the Davis-Bacon Act (40 USC 276a through 276a-5), the Employment of IL Workers on Public Works Act, IL Works Jobs Program Act (Apprenticeship Initiative), DBE Policy per 40 CFR Part 33, as amended, and the "Build America, Buy America Act" requirements as contained in the federal Infrastructure Investment and Jobs Act, Pub. L. No. 117-58. [Loan Rules Section 662.620(b)].
2. 7&67 Sealed Bids are required.
3. 7&68 Public bid opening will be held.
4. 68 Method of bid evaluation. In accordance with Section 662.620(c)(3).
5. 68 Criteria for evaluating bidders in accordance with Section 662.620(c)(5).
6. 67 Bidders can modify/withdraw bids prior to opening.
7. 68 Award shall be made to the low, responsive, responsible bidder in accordance with Section 662.620(e)(3)(4).
8. 72 Non-collusion and certification statement in accordance with Section 662.620(c)(6). Language is attached. See attached page 9, I and II.
9. 64 Minimum 5% bid bond in accordance with Section 662.620(e)(2)(f).
10. 69 100% performance/payment bonds in accordance with Section 662.420(b)(1).
11. 90 Equal Opportunity Clauses and Information per federal Executive Order 11246.
12. 108 Disadvantaged Business Enterprise (DBE) provisions per 40 CFR Part 33.
13. 112 DBE specifications and forms. A DBE guidance package is available on the IEPA website.
14. 109 The Non-Discrimination Clause is contained within the contract 662.620 (f)(9). See Item 7, page 22 of the attached document.
15. 74 Davis-Bacon Wage Act language, wages and clauses are included in the bidding documents and specifications. Contractor(s) shall pay prevailing wages at rates not less than those prevailing under the Davis-Bacon Wage Act.
16. 106 Change orders: method for handling is in accordance with Section 662.420(b)(2).
17. 107 Audit; access to records provision in accordance with Section 662.620(f)(1)(A-G).
18. 108 Covenant against contingent fee provision in accordance with Section 662.620(f)(2).
19. 104 "Certification Regarding Debarment, Suspension and other Responsibility Matters USEPA Form 5700-49" or equivalent contract language in accordance with Section 662.620(f)(5).
20. 109 Contracts for Subcontractors will be in accordance with Section 662.620(g).
21. 109 Contractor Bankruptcy clause in accordance with Section 662.620(h).

22. 110 Remedies per Section 662.640(c).
23. 109 Access to work site allowed per Section 662.620(i).
24. 139 Substantial Completion (project is operational) specified: 240 calendar days
25. 139 Final Completion (if applicable) specified: 270 calendar days
26. 111 Certification regarding Compliance with Criminal Code of 2012. [Section 662.620(c)(6)(A)(iii)].

27. 137 Notice of Intent to Award form [Section 662.620(e)(2)(E)].
28. 138 Notice of Award Form.
29. 148 Notice to Proceed Form.
30. 158 Change Order Form.
31. 102 Certification of Nonsegregated Facilities Form [Section 662.620(f)(6)].
32. 103 Nondiscrimination in Employment Notice per federal Executive Order 11246.
33. 104 Certification Regarding Debarment, Suspension & other Responsibility Matters [Section662.620(f)(5)].
34. ____ ~~Experience Clause requirements, if utilized, are justified in submittal dated _____. Section 662.620(e)(5).~~
35. 120 Certification that all iron, steel, manufactured products, & construction materials used in the project are produced in the United States per the federal Build America, Buy America Act [Pub. L. No. 117-58, §§ 70901-52].
36. 125 IL Works Jobs Program Act (Apprenticeship Initiative) Information [30 ILCS 559/20/20-1]
37. ____ ~~Pre-negotiated prices if utilized. The loan rules require formal advertising and competitive bidding of construction contracts. Items must be procured in accordance with Section 662.620.~~

**Section II – Approved Scope of Work**

The PWSLP can only provide funding for the project scope approved in the Project Plan. ALL changes must be explained and justified in writing and receive Agency approval. Changes to the approved scope of work may require a Project Plan amendment.

(YES) **NO** Plans and specifications have been prepared consistent with the Project Plan approved by (Circle One) the Agency in a letter dated July 18, 2022. If any changes have been made to the scope of the project after planning approval, please identify below (include attachments with a detailed narrative of any changes if necessary): _____

**Section III – Loan Eligibility**

In general, extended warranties, spare parts, and allowances are not eligible to receive loan funding. If this project includes any Warranties, Spare Parts, Allowances or other possible ineligible items, provide an explanation and the page number in the bidding documents where the ineligible item is located.

1. **Warranties:** The Loan Program can only fund the normal industry standard warranty. Any extended, special, or additional warranties are not eligible in the loan program. If any warranty is more than the industry standard, please provide the cost for the warranty in excess of the industry standard.
   **Does this project include the purchase of any extended warranties? YES or (NO)** (Circle One)
   If YES, provide the page number and an explanation.

2. **Spare Parts:** Spare parts and extra materials are normally not loan eligible as they are viewed as maintenance related. To be eligible, spare parts must be justified as critical parts of major system components which are not immediately available and/or whose procurement involves an extended lead time.

**Does this project include the purchase of any spare parts? YES or NO** (Circle One)
If YES, provide the page number and an explanation.

3. **Allowances** (a fixed price to perform a specific scope of work) may be eligible at the time of the loan award provided justification for the allowance(s) is provided to the Agency along with a description of the scope of work and the basis for the establishment of the allowance amount. **Allowances are not allowed for equipment purchases which must be competitively bid.**
   **Does this project include any allowances? YES or NO (**Circle One)
   If YES, provide the page number for each allowance along with an explanation.

4. **Site Restoration:** The loan program can only fund site restoration to pre-construction conditions. For underground work, restoration is normally limited to the width of the trench. Costs for any site restoration beyond pre-construction conditions or for work outside the width of the trench should be identified.
   **Does this project include any restoration costs above and beyond pre-construction conditions? YES or NO** (Circle One)
   If YES, provide the page number and an explanation.

5. **Does the project include other items that may be ineligible?** Examples include costs outside the project scope, costs considered normal operating expenses, and pre-negotiated prices (see item 38).
   **YES or NO** (Circle One)
   If YES, provide the page number and an explanation.

**METHODS UTILIZED TO ADDRESS INELIGIBLE ITEMS IN PWSLP PROJECTS**

1. Delete ineligible items from the project.
2. Provide a separate line item in the bid for ineligible items.
3. Proration of bid for the percentage of ineligible cost(s).
4. Agreement on costs between the Agency and borrower prior to bidding.

**Section IV – Environmental Conditions**
**YES or NO** (Circle One)
If YES, provide the page number(s). See Page 346.
If environmental review of this project resulted in recommendations or conditions to utilize mitigative measures or precautions during construction to protect historical or cultural resources; threatened or endangered species; wetlands; streams; floodplains; waterways; or other natural areas, provide the page number where this information is found. Recommendations are issued by the IL Dept. of Natural Resources, Army Corps of Engineers, US Fish & Wildlife Service, or other state, federal or local Agencies.

**Section V - Labor Agreements**
**YES or NO** (Circle One)
Are contractors bidding this project required to be or become party to a Project Labor Agreement or Multi-Project Labor Agreement? If YES, provide a page number where the agreement is located or attach a copy of the document. Agreements may not significantly restrict competition.

**Section VI – Certification of Plans and Specifications**

I do hereby certify that the Bidding documents and Plans and Specifications for the project entitled: Lead Service Line Replacement Phase 8 Program have been prepared in accordance with the requirements of Ill. Adm. Code 662, Procedures for Issuing Loans from the Public Water Supply Loan Program for obtaining loan funds.

Consulting Engineer: Fehr Graham Phone Number: 815-394-4700

Signature _____ Date 9/10/2025

Loan Applicant's Authorized Representative: _____

Signature _____ Date _____

# DOCUMENTATION REQUIRED IN PLANS AND SPECIFICATIONS FOR PROJECTS TO BE CONSTRUCTED UNDER THE PUBLIC WATER SUPPLY LOAN PROGRAM

The attached **"front-end document package"** may be utilized by the loan applicant to comply with regulations for loans issued under the Public Water Supply Loan Program. The loan applicant's use of the front-end document package and the completion and certification of the review checklist denoting the specific location of the required items as part of the submittal of the plans/specifications and permit application will help expedite the overall review of your project's contract documents.

Rev. May 2003
Rev. April 2006
Rev. April 2007
Rev. April 2009
Rev. June 2010
Rev. February 2013
Rev. February 2014
Rev. December 2014
Rev. February 2016
Rev. May 2016
Rev. March 2017
Rev. December 2017
Rev. September 2018 (AIS)
Rev. November 2019
Rev. November 2020 (IL Workers Act)
Rev. March 17, 2021 (Apprenticeship)
Rev. April 22, 2022 (Removes IL Workers Act Alert)
Rev. July 2022 (BABA)
Rev. September 2022 (Apprenticeship Quarterly Report)
Rev. April 2023 (Revised Apprenticeship Quarterly Report)
Rev. July 2024 (Apprenticeship Compliance)
Rev. September 2024 (Updated Apprenticeship Quarterly Report)
Rev. January 2025 (Reverted to 2023 version of the Apprenticeship Quarterly Report)

IL532-2564
WPC 688

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## SECTION 00 11 13

## ADVERTISEMENT FOR BIDS

Owner: City of Rockford - Water Division
Address: 1111 Cedar Street, Rockford, IL 61102

Separate sealed BIDS in a sealed envelope and marked with Water Division Lead Service Line Replacement Phase 8 and Bid No. 825-W-099 for the construction of City of Rockford – Lead Service Line Replacement Phase 8 will be received by: (OWNER) Central Services Manager, City of Rockford, 425 East State Street, Rockford, IL 61104, until 11:00 a.m. (Central Standard Time) on October 30, 2025, at which time the Bids received will be publicly opened and read aloud. Bids will be accepted until the specified opening time and date. Any bidder attempting to deliver after the opening time and date will be refused.

Bids shall be on a unit price basis up to specified contract amounts to be determined upon award of contracts.

The Issuing Office for the Bidding Documents is:

City of Rockford
Finance Department
425 East State Street
Rockford, Illinois 61104
Phone: (779) 348-7464
Vishruti Patel
Vishruti.Patel@rockfordil.gov

Proposed construction improvements include: replacement of existing lead water service lines on both the public and private side of the right-of-way. Public replacements will run from the water main to the right-of-way and private replacements will run from the right-of-way line to the meter connection point.

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8:00 a.m. – 4:00 p.m. and may obtain copies of the Bidding Documents from the Issuing Office via email request to: larry.graham@rockfordil.gov.

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 Public Water Supply Loan Program (35IAC Part 662), 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), Illinois Works Jobs Program Act (30 ILCS 559/20-1), and the federal "Build America, Buy America Act" requirements contained in the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58.

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

The contractor shall pay prevailing wages in accordance with the Federal Davis-Bacon wages provision, and comply with the laws of the State of Illinois on fair employment practices and with the City of Rockford's ordinance on Equal Opportunity Employment and Business Opportunity. Any bids failing to include compliance items properly completed will not be read and will not be considered. Attention is called to the fact that not less than the minimum salaries and wages as set forth in the contract documents must be paid on this project, and that the contractor must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex or national origin.

The City of Rockford reserves the right to reject any or all bids or to waive any informalities in the bidding. The City reserves the right to reject bids should IEPA loan dollars not be granted.

Bids may be held by the City of Rockford for a period not to exceed 90 days from the date of the opening of Bids for the purpose of reviewing the bids.

Bid security shall be furnished in accordance with the Instructions to Bidders.

A mandatory pre-bid conference will be held at 10:00 a.m. local time on October 6, 2025, at the Rockford Water Department, 1111 Cedar Street, Rockford, Illinois.

**Attendance at the pre-bid conference is mandatory.**

Owner: City of Rockford
By: Thomas McNamara
Title: Mayor
Date: September 10, 2025

**END SECTION**

THE CITY OF ROCKFORD ILLINOIS, USA

*Finance Department*
*Central Services Division*

# INVITATION TO BID
# WATER DIVISION LEAD SERVICE LINE REPLACEMENT PHASE 8
# BID NO.: 825-W-099

Name of Bidding Firm: _____

Address _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____ Local Business Adjustment Requested: NO

**Bid Opening Time and Date** October 30, 2025, at 11:00 a.m.

Bids will be accepted until the specified opening time and date. Any bidder attempting to deliver after the opening time and date will be refused.

**Mandatory Pre-Bid Meeting** A **MANDATORY** pre-bid meeting will take place at the City of Rockford – Water Division located at 1111 Cedar Street, Rockford, Illinois on October 6, 2025, at 10:00 a.m.

| | |
|---|---|
| Illinois Preference Act | YES |
| Bid Deposit/Bid Bond | YES |
| Acknowledgement of Addenda | YES |
| Acknowledgement of Stormwater Ordinance | YES |
| LCPTracker General Contractor Information | YES |
| Bid Requirements for EEO | YES |
| Apprenticeship Form | YES |
| Affirmative Action for EEO | YES |
| Certification of Nonsegregated Facilities | YES |
| Nondiscrimination in Employment Form | YES |
| Certification Regarding Debarment, Suspension, and Other Responsibility Matters | YES |
| Procedures for Issuing loans from the Public Water Supply Loan Program | YES |
| Bidder Certification Regarding Compliance with Article 33E-11 “Criminal Code of 2012” | YES |
| Disadvantaged Business Enterprise Participation Specification and Forms | YES |
| Nondiscrimination Clause | YES |
| Build America Buy American Act Certification Form | YES |
| Performance Bond | YES |
| Prevailing Wage | YES |
| IDOT Prequalified | YES |

**PLEASE MARK THE RETURN SEALED ENVELOPE:**

1. Bid Opening Date and Time
2. Title of Job
3. Bid Number

**RETURN BIDS TO:**

City Hall
425 East State Street
Rockford, Illinois 61104
Attn: Central Services Manager 4th Floor

**BIDS SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED**

**BID QUESTIONS:**

**Questions regarding this Bid/RFP shall be addressed to:** Vishruti – Vishruti.Patel@rockfordil.gov

**NOTES: Last day for questions is October 21, 2025, by 5:00 pm.**

**Answers to questions will be posted to the City's website in the form of an addendum no later than October 24, 2025.**

**BID RESULTS:**

Bid results may be obtained by telephone at (779) 348-7464 or at www.rockfordil.gov.

**PLEASE DO NOT USE STAPLES TO BIND THE BID RESPONSES.**

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- City of Rockford-Bidding and Contract General Conditions
- Instructions to Bidders

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- City of Rockford Subcontractor Utilization Form
- City of Rockford Vendor Workforce Data Form
- City of Rockford Subcontractor Workforce Data Form(s)
- IDOT Apprenticeship Form (BLR-12325)
- IDOT Local Agency Proposal Bid Bond (BLR-12230)
- Illinois Prevailing Wage Act Notice and Acknowledgement
- LCPtracker Vendor Information Form
- Acknowledgement of Stormwater Management Ordinance
- Acknowledgement of Addendum
- Bidder's Affidavit
- IDOT Affidavit of Availability (BC-57)
- W-9 Form

**Section 3** **Bid/RFP Specifications**

# Section 1
# Bid Instructions and Contract Conditions

# BIDDING AND CONTRACT GENERAL CONDITIONS

The following shall be made part of the terms and conditions of the contract ("Contract") entered into between the City of Rockford (City) and Vendor (also referred to herein as "bidder," "awarded vendor," and "contractor") if awarded the contract. Vendor's submission of a bid or proposal constitutes acceptance of these Conditions:

**1**. **Pricing.** The bidder shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the City of Rockford with no additions.

**2. Total versus "Per Item" Awards.** The City generally awards contracts on a lump sum basis to the lowest responsible and responsive bidder. However, the City may choose to award on a per item basis. Therefore, each bidder must submit pricing for each item indicated on the bid forms. Bidders must clearly indicate which items are bid and which are not.

**3. Delivery of Merchandise.** Delivery terms will always be Freight-On-Board (FOB) Destination. The City of Rockford accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City Personnel. Failure to comply with this requirement may constitute rejection of the bid.

**4. Acceptance of Merchandise at Delivery.** The City of Rockford reserves the right to refuse acceptance of delivered merchandise that differs substantially from the specifications in the invitation to bid or as otherwise permitted by Illinois law.

**5. Prompt Payment Act.** The City of Rockford intends to comply with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq*.). The awarded vendor will be paid upon submission of invoices to: City of Rockford Accounts Payable, 425 East State Street, Rockford, IL 61104.

**6. W-9 Request for Taxpayer Identification Number.** Prior to issuance of a purchase order, the successful bidder will be required to supply the City of Rockford with a federal W-9 Request for Taxpayer Identification Number and Certification. Failure to comply with this requirement will be considered a violation of contract terms, for which the City may bar Vendor from bidding for a period of up to three (3) years.

**7. Legal Compliance.** Vendor will at all times observe and comply, and will cause its subcontractors to observe and comply, with all applicable federal, state, and local laws, ordinances, rules, regulations, and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this contract. Provisions required by law, ordinance, rules, regulations, or executive order to be inserted in this contract will be deemed inserted, whether or not they appear in it. In no event will failure to insert such required provisions prevent the enforcement of applicable law. Lack of knowledge of applicable law on the part of Vendor will in no way be cause for release of this obligation. If the City becomes aware of violation of any

laws, ordinances, rules and regulations on the part of Vendor or subcontractor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.

Vendor must pay all required taxes and obtain all licenses, certificates, or other authorization required in connection with the performance of its obligation hereunder, and Vendor must require all subcontractors to also do so. Failure to do so may result in rejection of Vendor's bid, cancellation of an award to Vendor, or termination of this contract with Vendor.

By entering into a contract with the City, Vendor certifies that to the best of its knowledge, its principals and any subcontractor used in the performance of this contract meet City requirements and have not violated any City ordinance, code, state, federal, or local rules or regulations, and have not been subject to any debarment, suspension, or other disciplinary action by any government agency. Additionally, if at any time Vendor becomes aware of such information, it must immediately disclose it to the City.

**8. Legal Requirements**. This contract sets forth the entire final agreement between the City of Rockford and the bidder and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Winnebago County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.

**9. Safety.** Prevention of accidents at any project is the sole responsibility of Vendor and its subcontractors, agents, and employees. Vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. Vendor shall retain exclusive and direct control over the acts or omissions of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded vendor.

**10. Criminal Background Check.** When necessary for the protection of citizens and/or City staff, the City may require an awarded vendor to conduct a criminal background check on all of its personnel who will have direct contact with City facilities or residents/businesses served under this contract. Personnel are defined as representatives, agents, employees, subcontractors, or anyone else who will be utilized to fulfill obligations under this contract. Criminal background checks, at a minimum, shall consist of a county level felony and misdemeanor check for each county in which the personnel resided in the last ten (10) years. The awarded vendor shall notify the City of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the City's discretion, personnel with any felony or misdemeanor convictions which raise a concern about the safety of building, property, or City staff/resident's personal security, or is otherwise job related (as determined by the City) shall not perform work under this contract. Once given notice that a background check(s) will be required, it must be completed within fourteen (14) calendar days so as to not delay work to be completed.

**11. Control of the Work.** With respect to Vendor's own work, the City shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The City shall not be responsible for the awarded vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The City shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.

**12. Bid Bond.** When required on the cover sheet, a bid bond for not less than five (5) percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check, bank draft, or certified check equal to the amount specified is acceptable in lieu of a bid bond. Bid bonds of the two lowest firms will be retained until the contract is awarded.

**13. Performance and Payment Bond.** When required by the specifications herein, the awarded vendor shall furnish a performance and payment bond equal to the amount of the contract, acceptable to the City, within fourteen (14) calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty.

**14. Taxes.** No charge will be allowed for taxes from which the City of Rockford, Illinois is exempt. The City of Rockford, Illinois is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is exempt from the Federal Excise and Transportation Tax.

**15. Withdrawal of Bids.** Firms may withdraw or cancel their bids at any time prior to the advertised invitation to bid opening. After the opening time, no bid shall be withdrawn or cancelled. All bids shall be firm and valid for a period of sixty (60) calendar days. If a bidder to whom a contract is awarded refuses to accept the award, the City may, at its discretion, suspend the bidder for a period of time up to three (3) years.

**16. Subcontracting.** The bidder shall provide information for all subcontractors and leased operators of equipment in the required Subcontractor Utilization Form. Information contained in this form must be complete and accurate, to the best of Vendor’s estimating ability at the time of bid, and will be relied upon by the City in projecting Minority and Women Business Enterprise subcontractor utilization for awarded City contracts. Any changes in subcontractor utilization from that which is provided on the Subcontractor Utilization Form must be made immediately in writing by submitting a new form to the City’s Equal Opportunity Compliance Officer and the City Project Manager or designee. When subcontractors are used, Vendor must pay subcontractors

for satisfactory performance no later than thirty (30) days after receipt of each payment from the City.

**17. Termination of Contract.** The City of Rockford reserves the right to terminate the contract in its entirety or in portions, upon written notice to Vendor for convenience, if the Rockford City Council does not appropriate sufficient funds to complete the contract, or in the event of default by Vendor. Default is defined as failure of the awarded vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The City's written notice of termination shall specify the effective date of termination. Vendor shall discontinue providing goods or services after such effective date, and the City shall not be liable for goods or services provided by Vendor thereafter. In the event of default, the City may purchase the product(s) and/or service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby. The City may require payment of liquidated damages for non-performance. Should default be due to failure to perform or because of a request for a price increase, the City reserves the right to remove the firm from the City's bidder list and place the firm on the City's debarred list for a period of up to three (3) years.

**18. Late Bids and Proposals.** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely Vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to Vendor at their request and expense.

**19. Equal Employment Opportunity.** Vendor shall comply with all applicable equal employment opportunity statutes, regulations, and ordinances including but not limited to the City's Equal Opportunity Employment (EOE) Ordinance (City of Rockford Code of Ordinances, Chapter 11, Article IV); the Illinois Human Rights Act (775 ILCS 5/101 *et seq.*), the Illinois Department of Human Rights (IDHR) Rules and Regulations for Government Contracts (44 Ill. Admin. Code, Chapter X, Section 750), the Discrimination in Public Contracts Act (775 ILCS 10/0.01 *et seq*.), Title VII of the Civil Rights Act of 1964, as amended (§ 7, 42 U.S.C. § 2000e *et seq*.); the Age Discrimination in Employment Act of 1967, as amended (29 USC §.621 et seq.); Title I of the Americans with Disabilities Act of 1990, as amended (42 USC 12111-12117); the Equal Pay Act of 1963, as amended; and the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (38 USC §§ 4301-4335).

Pursuant to IDHR's Rules and Regulations and the City's EOE Ordinance, the awarded vendor shall comply with the following terms and conditions during the performance of this contract:

a) Vendor will not discriminate against any employee, including apprentices, or applicant for employment, including training programs, because of race, color religion, sex, sexual orientation, gender identity, marital status, order of protection status, status as a survivor of domestic violence or human trafficking, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or unfavorable discharge from military service; and, further, that Vendor will examine all job

classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

b) If Vendor hires additional employees in order to perform this contract or any portion of this contract, Vendor will determine the availability (in accordance with Section 750) of minorities and women in the areas from which Vendor may reasonably recruit and will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

c) In all solicitations and advertisements for employees placed by Vendor on its behalf, Vendor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, gender identity, marital status, order of protection status, status as a survivor of domestic violence or human trafficking, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service.

d) Vendor will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Section 750 of the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Vendor in its efforts to comply with the Act and Part 750, Vendor will promptly notify the Illinois Department of Human Rights and the City of Rockford and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

e) Vendor will submit reports as required by Part 750, furnish all relevant information that may be requested by the Illinois Department of Human Rights or the City of Rockford, and in all respects comply with the Act, the Department's Rules and Regulations, and the City of Rockford's Equal Opportunity Employment Ordinance. *Vendor's failure to complete the City's required Equal Employment Opportunity Certifications or Vendor and Subcontractor Workforce Data Forms will result in disqualification of Vendor's bid or proposal.*

f) Vendor will permit access to all relevant books, records, accounts, and work sites by personnel of the City of Rockford and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Act, IDHR's Rules and Regulations, and City of Rockford EOE Ordinance.

g) Vendor will include verbatim or by reference the Equal Employment Opportunity Clause (44 Ill. Admin. Code, Chapter X, Appendix A) 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, Vendor will be liable for compliance with applicable provisions of this clause by subcontractors. Further, Vendor will promptly notify the City of Rockford and

the Illinois Department of Human Rights if any subcontractor fails or refuses to comply with the provisions of sections (a) through (f) of this paragraph. Vendor shall 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.

**20. Restrictive or Ambiguous Specifications.** It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the Central Services Manager if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the Central Services Division not less than seventy-two hours prior to the time set for the opening. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary definition.

**21. Bid Protest.** Firms wishing to protest bids or awards shall notify the Central Services Manager in writing within seven (7) days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting, and the reason why the firm is protesting the bid. The Central Services Manager will respond to the protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded contract.

**22. Disputes.** In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Central Services Manager or authorized representative shall be final and binding to all parties. The Central Services Manager has the right to waive technicalities as they see fit. The Central Services Manager may request a written recommendation from the head of the department using the equipment or service being procured.

**23. Exceptions.** Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.

**24. Acceptance/Rejection of Bids.** The City of Rockford reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Rockford City Council not appropriating sufficient funds to purchase equipment or complete the contract. The City may make awards in any manner deemed in the best interest of the City.

**25. Prevailing Wage.** When indicated on the cover page of the invitation to bid, this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq*. ("the Act"). The Act requires awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. Prevailing wage rates are determined by the Illinois Department of Labor and posted on the Department's website at:

https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx .

(a) The Act *does* apply to owner-operators.

(b) When applicable, all awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to all wage, notice, recordkeeping, and filing of certified payroll requirements.

(c) Under the Act, it is mandatory upon Vendor to insert into each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing work under this contract. It is also the Vendor's responsibility under the Act to verify and pay *current* wage rates, as the Department may change them from time to time.

(d) It is Vendor's obligation to understand what the Act requires, and to comply accordingly. *Failure on the part of the City to provide proper written notice regarding the applicability of the Prevailing Wage Act does not relieve Vendor or subcontractors of the obligation to comply with the Act when applicable, nor does it relieve them of their obligation to pay back wages when owed.*

(e) Vendor and all subcontractors shall make all records required under the Prevailing Wage Act available for inspection, copying, or transcription by authorized representatives of the City of Rockford or Department of Labor. Vendor shall further permit such representatives to interview employees during working hours on the job. If Vendor or subcontractor fails to submit the required records or make them available, the City may 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 may be grounds for debarment action.

**26. Certified Payroll.** The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx. A copy of proof of submission, including the reported wage information, must be submitted to the City with the request for payment. The City reserves the right to withhold payment due to the awarded vendor until the vendor complies with this or any other provision of the Act.

**27. Substance Abuse Prevention.** Before Vendor commences work on a public works project, it must have in place a written program which meets or exceeds the program requirements in the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.), to be filed with the City and made available to the general public, for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-

accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.

**28. Apprenticeship Requirement.** For construction contracts over $50,000, Vendor must participate in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all Trades that will be in Vendor's (or his subcontractor's) employment, with each worker receiving the required apprenticeship/training appropriate to his trade. Owners or work performed by owners is not exempt from the apprenticeship and training requirement.

**29. Indemnification.** To the fullest extent permitted by law, Vendor shall indemnify and hold harmless the City, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from Vendor's performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the City against any and all losses, claims, damages, and expenses arising from the work performed hereunder of the erection, construction, placement, or operation of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon sections 343 and 414 of the Restatement (Second) of Torts.

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for Vendor under the Illinois Workers' Compensation Act (820 ILCS 305/1 *et seq*.), disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp*., 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, Vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act (29 USC Ch. 15 §651 *et. seq*.) and the Contract Work Hours and Safety Standards Act (40 USC Ch. 37 §3701 *et seq*.) and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

Under no circumstances shall Vendor, its subcontractors, agents, and employees be required to indemnify the City for its own negligence.

**30. Insurance Requirements.** Upon execution of the contract, and prior to Vendor commencing any work or services with regard to the project, Vendor shall carry commercial general liability insurance, umbrella liability insurance, and automobile liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and Vendor shall provide the City with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 IO 10 0 l and CG 20 3 7 1001 (or substitute forms providing equivalent coverage) naming the City as

Additional Insured thereunder. Additional insured coverage shall apply as primary insurance and be noncontributory with respect to any other insurance afforded to the City. All coverage shall be placed with an insurance company duly admitted in the State of Illinois and shall be reasonably acceptable to the City. All awarded vendor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the additional insured whether or not a claim is in litigation.

The insurance coverage required above shall be of sufficient type, scope and duration to ensure coverage for the City for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the City in relation to the contract. The following insurance requirement shall apply to the successful firm for the duration of the contract unless explicitly waived by the Central Services Manager:

a) Commercial General Liability. The coverage available to the City, as Additional Insured, shall not be less than $1 million each occurrence, $2 million general aggregate (subject to a per project general aggregate provision applicable to the project), $2 million products/completed operations aggregate and $1 million personal and advertising injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
b) Umbrella Liability. The coverage available to the City, as Additional Insured, shall not be less than $2 million each occurrence, $2 million general aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
c) Automobile Coverage. The coverage available to the City, as Additional Insured, shall include comprehensive automobile bodily injury and property damage liability coverage for a minimum amount of $1 million each occurrence, $2 million general aggregate
d) Workers Compensation. Vendor shall maintain during the life of this contract statutory workmen's compensation and employer's liability insurance for all his employees engaged in work on the job site.
e) Insurance Certificates. Each Certificate of insurance shall provide that the insurer must give the City at least thirty (30) days' prior written notice of cancellation and termination of the City's coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, Vendor shall supply the City with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the City as set forth above. All subcontractors to be utilized by Vendor shall provide Ownership with a Certificate of Insurance naming City of Rockford as additional insured prior to commencement of work by said subcontractor.

**31. Conflict of Interest.** Each bidder affirms, by submission of a response to this bid or request for proposals, it has no interest and will not acquire any interest in any enterprise, project, or contract that would conflict in any manner of degree with the performance of the work, services, or goods to be provided hereunder. Bidder further affirms that no person having such an interest will be employed to perform any work or services under the contract, and that no employee of the City of Rockford is directly or indirectly interested in the bid or proposal for any reason of personal gain.

**32. Non-Waiver.** The failure by the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

**33. Professional Services Selection Act.** The City of Rockford intends to comply with 50 ILCS 510/.0.01 *et seq*. governing the selection of professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection do not apply for services covered by said act.

**34. Compliance with Stormwater Management Ordinance and IEPA General Construction Permit.** Vendor must comply with the City's Stormwater Management Ordinance and Illinois EPA's General Construction Permit. For work performed on the stormwater system, including projects only requiring erosion and sediment control measures, acknowledgement of receipt of the Stormwater Management Ordinance and IEPA's General Construction Permit is required. It is also required that Vendor retain all invoices, work orders and/or other records of work performed in drainage areas for three (3) years beyond the end of the consent decree, 12/31/2023. These records are subject to audit and are to be made available immediately upon request by the City or the Federal and State Environmental Protection Agency (EPA). Additionally, there may be other records provided that Vendor will be required to keep on file upon request of the City. Violation of this section and with the City's Stormwater Management Ordinance may result in a fine. Additional information can be found at: https://rockfordil.gov/274/stormwater-environmental-team/

**35. Acceptance or Rejection of Bids and Proposals.** The City of Rockford reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids.

**36. Minority and Women Business Enterprise Policy.** It is the policy of the City of Rockford to strongly encourage and promote the award of subcontracts to ready, willing, and able Minority and Women Business Enterprises (MWBEs) certified with the City. The City strongly encourages bidders, when preparing bids or proposals, to contact certified MWBEs regarding potential subcontracting opportunities. The City requires information regarding Vendor's good faith efforts to identify MWBE subcontractors on the Subcontractor Utilization Form required to be completed and submitted with Vendor's bid or proposal. An up-to-date list of the City's certified MWBEs can be found at: https://rockfordil.gov/279/purchasing/.

**37. Veterans Preference.** Vendor shall comply with the Veterans Preference Act (330 ILCS 55/1 *et seq*.) in its employment to fill positions for the construction, addition to, or alteration of public works contracted for by the City. This Act requires that preference shall be given to veterans who possess the business capacity necessary for the proper discharge of the duties of employment. Vendor is not required to give preference to veterans who are not residents of the City of Rockford over City residents who are not veterans. A person who has been a member of the Illinois National Guard shall be given priority over a person who has been a member of the National Guard of any other state.

Veterans under the Act are defined as persons who have been members of the armed forces of the United States or who, while citizens of the United States, were members of the armed forces of allies of the United States in time of hostilities with a foreign country, and have served under one or more of the following conditions:

a) The veteran served a total of at least six (6) months;
b) The veteran served for the duration of hostilities regardless of the length of engagement;
c) The veteran served in the theater of operations but was discharged on the basis of a hardship; or
d) The veteran was released from active duty because of a service connected disability and was honorably discharged.

Vendor shall insure that the preceding provision is inserted in all subcontracts entered into to furnish labor for the construction, addition to, or alteration of public works in connection with this contract.

**38. Non-barred Bidder.** Vendors affirms, by submission of a response to this bid or request for proposals, that Vendor is not barred from bidding on this contract as a result of a conviction for violation of state law prohibiting bid rigging or rotating.

**39. City Debarment.** The City of Rockford reserves the right to bar Vendor from future bidding opportunities with the City if false information is submitted as part Vendor's bid response or proposal, Vendor has committed any violation of law, or Vendor fails to comply with the terms and conditions of this contract.

**40. Non-Assignment.** Neither this Contract nor any of the rights, interests or obligations under the Agreement shall be assigned, in whole or in part, by written agreement, merger, consolidation, operation of law, or otherwise by either party without the prior written consent of the other party.

**41. Governing Law.** This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, excluding its choice of law rules and, to the extent

applicable, the copyright laws of the United States of America. In the event of a dispute under this Contract, the parties agree to submit to the exclusive jurisdiction of the state courts of, and federal courts sitting in, the State of Illinois.

**42. Severability.** In the event that any clause, provision, or portion of these General Conditions or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions.

**43. ~~Local Business Adjustment to Bid Award.~~** ~~For Public Works or Construction contracts the use of local business adjustment (up to a maximum 5 percent of the contract price, but not more than $20,000 whichever is less) may be authorized. To receive the local business adjustment the bidder must meet the qualifications of a local bidder (described below) and request the local business adjustment be implemented for that bid. The downward adjustment shall then be applied automatically to the local bidder's bid if doing so will cause the local bidder's bid to match the bid of a non-local bidder who would otherwise be the lowest qualified bidder. Any bidder requesting application of the local bidder adjustment shall acknowledge and agree to the potential of the reduction in their overall bid at the time of its bid submission. Should a bidder requesting the local business adjustment be declared the lowest bidder and thereafter decline to be awarded the project, that bidder shall be prohibited from requesting the application of a local business adjustment for a period of one year. In instances where more than one local bidder requests local business adjustment, the adjustment will be applied to the next lowest local bidder only, however, if the next lowest bidder did not request the adjustment, then the local bidder who did elect would get the adjustment and award.~~

~~A local bidder is an individual or entity that (1) has established a place of business within Winnebago, Boone, Ogle, or Stephenson County; (2) has paid a minimum of $5,000 in sales tax in Winnebago County during the 12 months prior to bid submission; and (3) can demonstrate that at least 50% of its employees reside within Winnebago, Boone, Ogle, or Stephenson County.~~

~~A bidder that requests local business adjustment is certifying that they are in compliance with the above description. If the City determines the bidder is not in compliance the bidder may be barred from bidding for a period of up to three years.~~

**44. Sexual Harassment Policy Requirement.** Every party to a public contract and every eligible bidder shall have a written sexual harassment policy in accordance with the Equal Employment Opportunities; Affirmative Action (775 ILCS 5/2-105). The written policy must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Act.

## Instruction to Bidders

1. The bidder shall insert the price for all bid items and all other information requested in the Bid Form attached or a computer generated schedule of prices. All computer-generated schedule of prices submitted must be correct and correspond to the latest schedule of prices issued by the City of Rockford or the bid may be rejected. All prices shall be net and shall be the full, delivered cost to the City of Rockford, including all factors whatsoever. Failure to comply with this requirement will constitute rejection of bid.

2. The City requires the improvements specified to be completed under the following guidelines:

3. Bidders bidding on any City of Rockford construction projects for CIP (Capital Improvement Projects) must be pre-qualified with the State of Illinois according to Section 102 of the Standard Specifications for Road and Bridge construction of the Illinois Department of Transportation. An "Affidavit of Availability" issued by the Department of Transportation must accompany each sealed bid.

The bidder, prior to receiving an award, must submit a certified copy of a "Certificate of Eligibility" issued by the Department of Transportation and an "Affidavit of Availability"

4. It shall be mandatory that the awarded vendor and subcontractors comply with the Illinois Preference Act (IL Rev. Stat., Ch. 48, Par. 2201-2207) requires that on Illinois-resident workers be employed on Public Works Projects in times of excessive unemployment.

5. The bidder receiving award of this contract by the Rockford City Council shall submit the following information and be issued a notice to proceed prior to start of work:

a. Construction schedule including starting date, project phasing controlling factors; and, estimated payment schedule (in Microsoft Projects format, one hard copy and one digital copy);

b. Material suppliers including plant locations and State certification.

c. A final, accurate Subcontractor Utilization Form and Subcontractor Workforce Data Forms for each subcontractor to be used. If the subcontractor fails to submit all required EEO compliance forms to Vendor or if the subcontractor is found to be in noncompliance, the City of Rockford may require that the subcontractor in question not be utilized on the project. The City of Rockford also reserves the right to take whatever action necessary to meet all EEO requirements.

6. Bidders are only required to return to the City the forms listed in the Required Forms section of the bid document, along with any special information that may be requested of firms as part of the general or special provisions. Sections 1, 3, and 4 of the bid document need not be returned to the City.

7. Bidder Questions during Bidding.

All questions regarding the bidder's preparation of this bid, pertaining to the drawings and specifications, shall be compiled in writing and e-mailed to Anne Wilkerson, (anne.wilkerson@rockfordil.gov) City of Rockford, Finance Department, at least 72 hours prior to bid time.
Questions received less than 72 hours before the designated bid time cannot be answered by addendum.
Oral statements will not be binding to City of Rockford or Vendor.
Any questions deemed by City as requiring a response will be answered by addendum issued to all bidders and will become a part of the Contract.
Subcontractors must direct their questions through Vendor only.
The consulting Architect and/or the consulting Engineer shall not be contacted direct without prior authorization from City.

8. These instructions are to be considered an integral part of any proposal.

9. Questions regarding EEOs should be addressed to: City of Rockford Equal Opportunity Compliance (EOC) Officer, at (779) 348-7264.

10. Questions regarding Bid/RFP specs should be addressed to analyst listed in specs section.

FINANCE AND PERSONNEL COMMITTEE
Anne Wilkerson
Central Services Manager

# Section 2
# Required Forms

**City of Rockford**
**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

All bidders seeking to do business with the City of Rockford must complete this certification. Failure to sign this Certification will result in disqualification of Vendor's bid or proposal. Questions regarding EEOs should be addressed to: City of Rockford Equal Opportunity Compliance (EOC) Officer, at (779) 348-7264.

1. **Compliance with EEO Law.** Vendor acknowledges and certifies that, if awarded a contract with the City of Rockford, it is subject to and will comply with all applicable equal employment opportunity statutes, regulations, and ordinances including but not limited to: the City's Equal Opportunity Employment (EOE) Ordinance (City of Rockford Code of Ordinances, Chapter 11, Article IV); the Illinois Human Rights Act (775 ILCS 5/101 *et seq*), the Illinois Department of Human Rights Rules and Regulations for Government Contracts (44 Ill. Admin. Code, Chapter X, Section 750), and the Discrimination in Public Contracts Act (775 ILCS 10/0.01 *et seq*.), Title VII of the Civil Rights Act of 1964, as amended (§ 7, 42 U.S.C. § 2000e *et seq*.); the Age Discrimination in Employment Act of 1967, as amended (29 USC §.621 et seq.); Title I of the Americans with Disabilities Act of 1990, as amended (42 USC 12111-12117); the Equal Pay Act of 1963, as amended; the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (38 USC §§ 4301-4335); and, for federally-funded construction contracts (only), Executive Order 11246, as amended, and relevant U.S. Department of Labor regulations regarding equal employment opportunity for federally assisted construction contracts (see 41 CFR Part 60).

2. **Discrimination Prohibited.** Vendor certifies that it is its policy to provide equal employment opportunity and that it prohibits discrimination against any employee or applicant for employment due to race, color religion, sex, sexual orientation, gender identity, marital status, order of protection status, status as a survivor of domestic violence or human trafficking, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or unfavorable discharge from military service. Further, Vendor will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization, as is required by the Illinois Department of Human Rights Rules and Regulations for Government Contracts.

3. **Non-Segregated Facilities.** Vendor certifies that it provides facilities at its place of business without segregation except where separate facilities for a person of the opposite sex are required. Vendor also certifies that it will, to the greatest extent possible, not assign employees to work at any location where facilities are so segregated and that it will insert into its subcontracts the provisions of this paragraph for work performed under this contract and obtain the same certification from subcontractors.

4. **Government Exclusion, Debarment, or Suspension.** Vendor certifies that it is not subject to any exclusion, debarment, suspension, or other disciplinary action by any government agency including but not limited to the U.S. Government, State of Illinois, Illinois Human Rights Commission, Illinois Department of Labor, or any other federal or state agency or political subdivision. Additionally, if at any time Vendor is subject to such exclusion, suspension, or debarment during the contract period, Vendor certifies that it will immediately disclose this information to the City's EOC Officer.

**City of Rockford**
**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

5. **Subcontracting.** Vendor certifies that, if awarded a public contract with the City of Rockford, it will include verbatim or by reference the provisions of the City's General Conditions *Equal Employment Opportunity* paragraph 19 in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed. For federally funded construction contracts, the conditions described in paragraph (8) of the "Equal Opportunity Clause for Federally Assisted Construction Contracts" and paragraph (2) of the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" must also be included in every subcontract. Vendor acknowledges that it is responsible for the compliance of all of its subcontractors with this provision. Vendor also certifies it will not utilize any subcontractor excluded, debarred, suspended, or otherwise disciplined by any government agency including but not limited to the U.S. Government, State of Illinois, Illinois Human Rights Commission, Illinois Department of Labor, or any other federal or state agency or political subdivision, and that it will notify the City's EOC Officer if any subcontractor fails to comply with such provision.

6. **MWBE Procurement Policy.** Vendor understands that it is the policy of the City of Rockford to encourage and promote the award of subcontracts to ready, willing, and able Minority and Women Business Enterprises (MWBEs) certified with the City. The City strongly encourages bidders, when preparing bids or proposals, to contact certified MWBEs regarding potential subcontracting opportunities. Vendor certifies that it has worked in good faith to comply with this policy by contacting MWBE businesses for subcontracting opportunities when possible (list can be found at https://rockfordil.gov/279/purchasing/). For federally funded construction projects (only), Vendor further certifies it has demonstrated good faith efforts to meet the women and minority subcontracting goals set forth in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity."

| | |
|---|---|
| Signature of Vendor | Date |

**City of Rockford**
**SUBCONTRACTOR UTILIZATION FORM**

**THIS FORM MUST BE COMPLETED EVEN IF YOU DO NOT PLAN TO USE SUBCONTRACTORS**
(COMPLETE SECTIONS I, II, AND V IF YOU DO NOT PLAN TO USE SUBCONTRACTORS).

All Vendors seeking to do business with the City of Rockford must provide information about all subcontractors that will be used. **A Subcontractor is any person or business that supplies any of the work, transportation or labor services, supplies, equipment, or materials under a contract with Vendor**. Failure to complete this form will result in disqualification of Vendor's bid or proposal. Questions regarding EEOs should be addressed to City of Rockford Equal Opportunity Compliance (EOC) Officer, at (779) 348-7264.

**Section I—Vendor/Prime Contractor Information**

Is this an update to a previously submitted Subcontractor Utilization Form? ☐ Yes ☐ No

| | | | |
|---|---|---|---|
| Vendor Name: | | | |
| Project Name: | | Bid or RFP Number: | |
| Total Proposal/Bid Amount (over the full term of the contract): | | | |
| Vendor Contact Name: | | Contact Phone:<br>Contact Email: | |
| Vendor Certification Status: ☐ Minority Business Enterprise | ☐ Women Business Enterprise | ☐ None | |

**Section II--Subcontractor Utilization**

Will subcontractors be used? ☐ Yes (complete rest of form) ☐ No (proceed to Section V)

**Section III—Subcontractor Selection**

Please list information for ALL subcontractors Vendor *believes it will* use. Vendor may make changes or additions to its list of subcontractors by submitting an updated form to the City's EOC Officer after award, if needed.

| Subcontractor Name | MBE or WBE? (Y/N) | Amount | % of Total Proposal/Bid | Scope of Work |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

If more than six subcontractors will be used, please complete the Subcontractor Utilization Form--Supplement.

**City of Rockford**
**SUBCONTRACTOR UTILIZATION FORM**

If Vendor plans to use subcontractors, but has not yet identified some or all of the subcontractors to be used, please explain why:

| |
|---|
| |

**Section IV—MWBE Subcontractors Contacted**

It is the policy of the City of Rockford to encourage and promote the award of subcontracts to qualified and available Minority and Women Business Enterprises (MWBEs) certified with the City. The City strongly encourages bidders, when preparing bids or proposals, to contact certified MWBEs regarding potential subcontracting opportunities (a list of MWBEs can be found at https://rockfordil.gov/279/purchasing/). Please list the MWBEs Vendor has contacted regarding subcontractor opportunities for this proposal/bid (MWBE subcontractors selected and listed in Section III do not need to be listed again here):

| MWBE Business Name | Method of Contact (e.g. phone, email) | Why not used? |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

**Section V—Signature**

The undersigned certifies that the information provided herein is truthful, accurate, and complete. Further, Vendor acknowledges that if it is awarded the contract, this information must be kept up to date by Vendor. According to the City's General Conditions Paragraph 16, **any changes in subcontractor utilization must be immediately made in writing** by submitting a new form to the City's Equal Opportunity Compliance Officer (contact information provided at the top of this form). A complete and accurate list of subcontractors will be required prior to beginning work on the project, if awarded.

| | |
|---|---|
| | |
| **Signature** | **Date** |
| | |
| **Name** | **Title** |

**City of Rockford**
**VENDOR WORKFORCE DATA FORM**

The City must collect information in an effort to monitor Vendor's compliance with the Illinois Human Rights Act, Illinois Department of Human Rights Rules and Regulations, and City of Rockford Equal Employment Opportunity Ordinance. Failure to complete this form will result in disqualification of Vendor's bid or proposal. Questions regarding EEOs should be addressed to: City of Rockford Equal Opportunity Compliance (EOC) Officer, at (779) 348-7264.

**Part I: Vendor Information**

| | | | |
|---|---|---|---|
| Vendor Name: | | Bid or RFP Number: | |
| Project Name: | | IDHR Number[1]: | |
| | | Expiration: | |
| Date: | | Estimated Duration of Work: | |
| Vendor's EEO Contact Name: | | Contact Email: | |
| Title: | | Contact Phone: | |

**Part II: Vendor Workforce Data**

Please provide the *number* of individuals employed by Vendor in each category below (report all employees, not just those who will work under the contract). Definitions of the EEO Job Categories are included with this form.

**W - White B - Black H – Hispanic/Latino A - Asian AI - American Indian, Alaskan or Hawaiian Native Tw—Two or more race/ethnicity T – Total**

| JOB CATEGORY | MALE | | | | | | | FEMALE | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | W | B | H | A | AI | Tw | T | W | B | H | A | AI | Tw | T | TOTAL |
| Officials and Managers | | | | | | | 0 | | | | | | | 0 | 0 |
| Professional Workers | | | | | | | 0 | | | | | | | 0 | 0 |
| Technicians | | | | | | | 0 | | | | | | | 0 | 0 |
| Sales Workers | | | | | | | 0 | | | | | | | 0 | 0 |
| Administrative Support Workers | | | | | | | 0 | | | | | | | 0 | 0 |
| Craft Workers | | | | | | | 0 | | | | | | | 0 | 0 |
| Operatives | | | | | | | 0 | | | | | | | 0 | 0 |
| Laborers and Helpers | | | | | | | 0 | | | | | | | 0 | 0 |
| Service Workers | | | | | | | 0 | | | | | | | 0 | 0 |
| **TOTAL** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

[1] Bidders must have an Illinois Department of Human Rights Eligibility Number if 1) bidder employs 15 or more persons, AND 2) if the bid or proposal will total more than $100,000.

**City of Rockford**
**SUBCONTRACTOR WORKFORCE DATA FORM**

This form is ***required*** if Vendor will be using one or more subcontractors to complete work or perform services for the City. A Workforce Data Form must be completed for ***each*** subcontractor. Questions regarding EEOs should be addressed to City of Rockford Equal Opportunity Compliance (EOC) Officer, at (779) 348-7264.

**Part I: Identification**

| | | | |
|---|---|---|---|
| Subcontractor Name: | | Bid Number: | |
| Project Name: | | IDHR Number:<br>Expiration: | |
| Date: | | Estimated Duration of Work: | |
| Subcontractor's EEO Contact Name: | | Contact Email:<br>Contact Phone: | |

**Part II: Subcontractor Workforce Data**

Please provide the *number* of individuals employed by subcontractor in each category below (report all employees, not just those who will work under the contract). Definitions of the EEO Job Categories are included on the next page of this form.

**W - White B - Black H – Hispanic/Latino A - Asian AI - American Indian, Alaskan or Hawaiian Native**
**Tw—Two or more race/ethnicity T – Total**

| JOB CATEGORY | | MALE | | | | | | | FEMALE | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | W | B | H | A | AI | Tw | T | W | B | H | A | AI | Tw | T | TOTAL |
| Officials and Managers | | | | | | | 0 | | | | | | | 0 | 0 |
| Professional Workers | | | | | | | 0 | | | | | | | 0 | 0 |
| Technicians | | | | | | | 0 | | | | | | | 0 | 0 |
| Sales Workers | | | | | | | 0 | | | | | | | 0 | 0 |
| Administrative Support Workers | | | | | | | 0 | | | | | | | 0 | 0 |
| Craft Workers | | | | | | | 0 | | | | | | | 0 | 0 |
| Operatives | | | | | | | 0 | | | | | | | 0 | 0 |
| Laborers and Helpers | | | | | | | 0 | | | | | | | 0 | 0 |
| Service Workers | | | | | | | 0 | | | | | | | 0 | 0 |
| **TOTAL** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

# Job Category Descriptions

**Officials and Managers**: Jobs occupied by administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers, superintendents, salaried supervisors who are members of management, and purchasing agents and buyers.

**Professionals**: Jobs requiring bachelor or graduate degree and/or professional certification or comparable experience. Includes: accountants and auditors, architects, chemists, computer programmers, designers, editors, engineers, lawyers, scientists, registered professional nurses, personnel and labor relations specialists, physicians, and surveyors.

**Technicians**: Jobs requiring a combination of basic scientific knowledge and manual skill which is often obtained through 2 years of post-high school education or through equivalent on-the-job training. Includes: drafters, surveying and mapping technicians, engineering aides, junior engineers, mathematical aides, emergency medical technicians, and licensed practical nurses.

**Sales Workers**: Jobs engaging wholly or primarily in direct selling. Includes: advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond sales workers, securities, commodities, and financial services sales agents, demonstrators, sales workers and sales clerks, grocery clerks, and cashiers/checkers.

**Administrative Support Workers**: Jobs involving non-managerial tasks providing administrative and support assistance, primarily in office settings. Includes: office support, bookkeepers, accounting and auditing clerks, dispatchers, data entry workers, collectors (bills and accounts), messengers and office helpers, shipping and receiving clerks, typists and secretaries, telephone operators, and legal assistants.

**Craft Workers**: Jobs requiring higher skill in areas including: construction (building trades craft workers and their formal apprentices); natural resource extraction workers; installation, maintenance and part replacement of equipment, machines and tools; and some production occupations that are distinguished by the high degree of skill and precision. Includes: boilermakers; brick & stone masons; carpenters; electricians; painters; glaziers; plumbers, pipefitters & steam fitters; roofers; elevator installers; earth drillers; oil & gas rotary drill operators; blasters & explosive workers; mechanics; electric & electronic equipment repairers; millwrights; and tool & die makers.

**Operatives**: Jobs involving operation of machines, factory-related processing equipment, or equipment to facilitate the movement of people or materials. These occupations require intermediate skill level and usually do not require more than several months of training. Includes: machine operators; electrical & electronic equipment assemblers; semiconductor processors; testers; graders & sorters; bridge & lock tenders; truck, bus or taxi drivers; industrial truck & tractor (forklift) operators; conveyor operations; and hand packers & packagers.

**Laborers and Helpers**: Jobs requiring limited skills and brief training to perform tasks that require little or no independent judgment. Includes: production & construction worker helpers; construction laborers; refuse & recyclable materials collectors; landscapers, grounds maintenance workers, and laborers performing lifting, digging, mixing, loading and pulling operations.

**Service Workers**: Jobs in food service, personal service, cleaning service, and protective service occupations. Skill may be acquired through formal training, job-related training or direct experience. Includes: food service workers; medical assistants and other healthcare support occupations; transportation attendants; cleaners; janitors; porters; transit and railroad; police and fire fighters; guards; private detectives and investigators.

Illinois Department of Transportation

# Apprenticeship and Training Program Certification

| Local Public Agency | County | Street Name/Road Name | Section Number |
|---|---|---|---|
| | | | |

**All contractors are required to complete the following certification**

☐ For this contract proposal or for all bidding groups in this deliver and install proposal.

☐ For the following deliver and install bidding groups in this material proposal.

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

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.

2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.

3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

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

| Bidder | Signature & Date |
|---|---|
| | |
| **Title** | |
| | |

| Address | City | State | Zip Code |
|---|---|---|---|
| | | | |

Illinois Department of Transportation

# Local Public Agency Proposal Bid Bond

| Local Public Agency | County | Section Number |
|---|---|---|
| | | |

WE, _____ as PRINCIPAL, and

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

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ (Day) of _____ (Month and Year)

**Principal**

| Company Name | Company Name |
|---|---|
| | |
| Signature & Date | Signature & Date |
| By: | By: |
| Title | Title |
| | |

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

**Surety**

| Name of Surety | Signature of Attorney-in-Fact | Date |
|---|---|---|
| | By: | |

STATE OF

COUNTY OF

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

_____

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

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

Given under my hand and notarial seal this _____ (Day) day of _____ (Month and Year) .

Notary Public Signature & Date

(SEAL, if required by the LPA)

Date commission expires _____

| Local Public Agency | County | Section Number |
|---|---|---|
| | | |

## ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)**

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

Electronic Bid Bond ID Code

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | |

Company/Bidder Name

Signature & Date

Title

**City of Rockford**
**ILLINOIS PREVAILING WAGE ACT NOTICE AND ACKNOWLEDGEMENT**

Failure to sign this acknowledgement will result in disqualification of Vendor's bid or proposal.

**Prevailing Wage**. The work included in this bid/request for proposal calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq*. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. Prevailing wage rates are determined by the Illinois Department of Labor and up-to-date rates are posted on the Department's website at https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx. This Act *does* apply to owner/operators (e.g. a business where the owner is an employee doing work on the job). If awarded this contract, Vendor must comply with all requirements of the Act, including but not limited to all wage, notice, recordkeeping, and filing of certified payroll requirements. *It is your responsibility, as a bidder, to understand the amount this law requires you to pay workers (including yourself as an owner, if applicable) while working on this City of Rockford project— and to bid accordingly.*

**Certified Payroll**. The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx. *The City reserves the right to withhold payment to Vendor until Vendor displays compliance with this provision of the Act.*

By signing below, Vendor acknowledges the applicability of the Prevailing Wage Act to the work that will be performed for the City of Rockford and, if the contract is awarded to Vendor, agrees to comply with the Act.

Vendor Name: _____

Bid/RFP Number: _____

Bid/RFP Title: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

_____ _____

Signature of Authorized Representative Date

# City of Rockford
# LCPTRACKER VENDOR INFORMATION FORM

The City uses an online system called LCPtracker to collect the certified payrolls Vendor must file with the City in compliance with the Prevailing Wage Act (820 ILCS 130/5 (a)(2)). The City will use the information provided in this form to set up a project in the LCPtracker system, where Vendor will be required to file certified payroll (due the 15th of the month for the preceding month).

1. **City's Bid Number or PO Number:**
2. **City's Project Name:**
3. **Company Name (Vendor):**
4. **Vendor's Address:**
5. **Vendor's City and State:**
6. **Vendor's Zip Code:**
7. **Vendor's 10 – Digit Phone Number:**
8. **Federal Tax ID Number:**
9. **Ethnicity of Vendor:**
10. **Principal's Name:**
11. **Principal's Title:**
12. **Contact's Name[i]:**
13. **Contact's Email Address:**
14. **Prime Approver's Name[ii]:**
15. **Prime Approver's Email Address:**
16. **Union Status:** ____ **Union** ____ **Non-Union**
17. **Owner Operator?** ____ **Yes** ____ **No**
18. **City-Certified MBE or WBE?** ____ **Yes** ____ **No**
19. **Start Date of Project:**
20. **Bid or PO Amount:**
21. **If you will employ apprentices for City work, please attach pay scale for them.**

For questions about EEOs, contact Contract and Grant Compliance Officer, by email at (779) 348-7264.

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[i] The Contact is the person who will manage Vendor's LCPtracker online account and who will use that account to *enter and certify payroll* information in the online system.

[ii] The Prime Approver is the person who will be responsible for *approving payroll* entered by Vendor and all subcontractors utilizing his or her LCPtracker prime approver online account. The Contact and Prime Approver may be the same person (who will utilize two different accounts to perform each function).

**Acknowledgement of Stormwater Management Ordinance and IEPA General Construction Permit (ILR10) Requirements**

By indicating below, we acknowledge receipt of the Stormwater Management Ordinance and IEPA's General Construction Permit, if applicable. Both documents can be found on the City of Rockford website at:

https://rockfordil.gov/274/stormwater-environmental-team/

The IEPA General Construction permit can also be located at:

https://www2.illinois.gov/epa/topics/forms/water-permits/storm-water/Pages/general-permits.aspx

I have been provided access to the City of Rockford Stormwater Management Ordinance and the Illinois EPAs General Construction Permit and agree to comply with the terms outlined therein.

_____

Person, Firm or Corporation

_____

Authorized Signature

## Acknowledgement of Addenda

By indicating below, we acknowledge receipt of the addenda listed.

| | | | |
|---|---|---|---|
| Addendum | | Date | |
| Addendum | | Date | |
| Addendum | | Date | |
| Addendum | | Date | |
| Addendum | | Date | |

Person, Firm or Corporation

Authorized Signature

The City of Rockford may respond to requests for information or pro-actively provide more information by posting addenda to bid packages on the City website. The City and its personnel are not responsible for notifying potential vendors of any addenda to bid packages posted to the City's website. The City may, but is not required to, provide notification of new addenda via one or more of the same methods by which the original bid request was posted. Vendors who fail to account for information or requests included in these addenda may have their bids disqualified. THEREFORE, IT IS EXTREMELY IMPORTANT THAT POTENTIAL VENDORS MONITOR THE CITY WEBSITE FOR ANY ADDENDA TO THE ORIGINAL BID PACKAGES.

**CITY OF ROCKFORD, ILLINOIS**
**PROPOSAL NO. _____**

# BIDDER'S AFFIDAVIT

**STATE OF _____**

**COUNTY OF _____**

**I, _____ (Name of party signing affidavit)**

**_____ (Title) being duly sworn do depose and say:**

**That material to be furnished for the above designated proposal number shall be supplies from bins, stockpiles or stock materials that conform to the specification set forth herein.**

_____ _____
**(Signature and title)**

**Sworn to be before me this _____ day of _____, 2025.**

_____
**(Notary Public)**

**My commission expires _____.**

(SEAL)

Illinois Department of Transportation

# Affidavit of Availability

For the Letting of

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

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

## Part I. Work Under Contract

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

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

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

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

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**Part III. Work Subcontracted to Others.**

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

| | 1 | 2 | 3 | 4 | Awards Pending |
|---|---|---|---|---|---|
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
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**Notary**

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

Officer or Director

Title

Signature

Date

Company

Address

City

State

Zip Code

Subscribed and sworn to before me

this _____ day of _____ , _____

_____

(Signature of Notary Public)

My commission expires _____

(Notary Seal)

☐ Add pages for additional contracts

Illinois Department of Transportation

# Affidavit of Availability

For the Letting of

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

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

## Part I. Work Under Contract

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| | 1 | 2 | 3 | 4 | Awards Pending | Accumulated Totals |
|---|---|---|---|---|---|---|
| Contract Number | | | | | | |
| Contract With | | | | | | |
| Estimated Completion Date | | | | | | |
| Total Contract Price | | | | | | |
| Uncompleted Dollar Value if Firm is the Prime Contractor | | | | | | |
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| Drainage | | | | | | |
| Electrical | | | | | | |
| Cover and Seal Coats | | | | | | |
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**Part III. Work Subcontracted to Others.**

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

| | 2 | 3 | 4 | Awards Pending | 1 |
|---|---|---|---|---|---|
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
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**Notary**

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

Officer or Director

Title

Signature

Date

Company

Address

City

State

Zip Code

Subscribed and sworn to before me

this _____ day of _____ , _____

_____

(Signature of Notary Public)

My commission expires _____

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☐ Add pages for additional contracts

Illinois Department of Transportation

# Affidavit of Availability

For the Letting of

Bureau of Construction
2300 South Dirksen Parkway/Room 322
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|---|---|---|---|---|---|---|
| Contract Number | | | | | | |
| Contract With | | | | | | |
| Estimated Completion Date | | | | | | |
| Total Contract Price | | | | | | |
| Uncompleted Dollar Value if Firm is the Prime Contractor | | | | | | |
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Officer or Director

Title

Signature

Date

Company

Address

City

State

Zip Code

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this _____ day of _____ , _____

_____

(Signature of Notary Public)

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Illinois Department of Transportation

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Officer or Director

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Signature

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Company

Address

City

State

Zip Code

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this _____ day of _____ , _____

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(Signature of Notary Public)

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Officer or Director

Title

Signature

Date

Company

Address

City

State

Zip Code

Subscribed and sworn to before me

this _____ day of _____ , _____

_____

(Signature of Notary Public)

My commission expires _____

(Notary Seal)

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

**1** Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

**2** Business name/disregarded entity name, if different from above.

**3a** Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

**3b** If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

**5** Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

**6** City, state, and ZIP code

**7** List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | – | | – | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

**or**

**Employer identification number**

| | | – | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| **Sign Here** | **Signature of U.S. person** | **Date** |
|---|---|---|

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form**, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note for ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

### Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

| IF the entity/individual on line 1 is a(n) . . . | THEN check the box for . . . |
|---|---|
| • Corporation | Corporation. |
| • Individual or<br>• Sole proprietorship | Individual/sole proprietor. |
| • LLC classified as a partnership for U.S. federal tax purposes or<br>• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation | Limited liability company and enter the appropriate tax classification:<br>P = Partnership,<br>C = C corporation, or<br>S = S corporation. |
| • Partnership | Partnership. |
| • Trust/estate | Trust/estate. |

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

**Exempt payee code.**

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| • Interest and dividend payments | All exempt payees except for 7. |
| • Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| • Barter exchange transactions and patronage dividends | Exempt payees 1 through 4. |
| • Payments over $600 required to be reported and direct sales over $5,000[1] | Generally, exempt payees 1 through 5.[2] |
| • Payments made in settlement of payment card or third-party network transactions | Exempt payees 1 through 4. |

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account[1] |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor[2] |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee[1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner[1] |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))** | The grantor* |
| 8. Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity[4] |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))** | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

# Section 3
# Bid/RFP
# Specifications

# SECTION 00 21 13

# INSTRUCTIONS TO BIDDERS

## ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

## ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

## ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid the following information:

| | | |
|---|---|---|
| A. | 00 41 13 | Bid Form |
| B. | City of Rockford | Equal Employment Opportunity Certification |
| C. | City of Rockford | Subcontractor Utilization Form |
| D. | City of Rockford | Vendor Workforce Data Form |
| E. | City of Rockford | Apprenticeship and Training Program Certification |
| F. | City of Rockford | Local Public Agency Proposal Bid Bond |
| G. | City of Rockford | Illinois Prevailing Wage Act Notice and Acknowledgement |
| H. | City of Rockford | LCPTracker General Contractor Information |
| I. | City of Rockford | Acknowledgement of Stormwater Ordinance |
| J. | City of Rockford | Acknowledgement of Addenda |
| K. | City of Rockford | Bidder's Affidavit |
| L. | City of Rockford | Affidavit of Availability |
| M. | City of Rockford | W-9 Form |
| N. | 00 43 36 | Proposed Subcontractors List |
| O. | 00 43 37 | Proposed Suppliers List |

P. 00 45 46.01 Affirmative Action for Equal Employment Opportunity

Q. 00 45 46.02 Certification of Nonsegregated Facilities

R. 00 45 46.03 Nondiscrimination in Employment Form

S. 00 45 46.04 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

T. 00 45 46.05 Procedures for Issuing Loans from the Public Water Supply Loan Program

U. 00 45 46.06 Bidder Certification Regarding Compliance with Article 33E-11 Criminal Code of 2012

V. 00 45 46.07 Disadvantaged Business Enterprise Participation Specification and Forms

W. 00 45 46.08 Build America Buy American Act Certification Form

X. 00 45 46.09 Employment of Illinois Workers on Public Works Act Form

Y. 00 45 46.11 Nondiscrimination Clause

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

**ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.

b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

A. Due to the extent of locations anticipated for this project, no site visits are anticipated prior to bidding.

B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

**ARTICLE 5 – BIDDER'S REPRESENTATIONS**

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

A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, 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; and (3) Bidder's safety precautions and programs;

F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work;

J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

K. agree that Bidder is aware of the Owner's requirement that the Bidder shall provide two (2) water service installation crews for the duration of the project. This shall consist of separate labor, equipment and materials for each individual crew. Failure of the Contractor to provide two water service crews during the project shall be grounds for the denial of any request for contract time extension and the Contractor shall incur liquidated damages per the terms of the Agreement.

**ARTICLE 6 – PRE-BID CONFERENCE**

6.01 A mandatory pre-Bid conference will be held at the time and location stated in the Advertisement for Bids. Representatives of Owner and Engineer will be present to discuss the Project. Bidders must attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

**ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

**ARTICLE 8 – BID SECURITY**

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract

Documents and furnish the required contract security within 10 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

**ARTICLE 9 – CONTRACT TIMES**

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

**ARTICLE 10 – LIQUIDATED DAMAGES**

10.01 Provisions for liquidated damages, if any, for failure to timely attain Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

**ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS**

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

**ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

12.03 All Bidders shall submit to Owner with its Bid a list of the Subcontractors or Suppliers proposed for the Work.

If requested by Owner following the Bid Opening, such list shall be supplemented by an experience statement with pertinent information regarding similar projects and other evidence

of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

**ARTICLE 13 – PREPARATION OF BID**

13.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.

13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.

13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.

13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.

13.07 All names shall be printed in ink below the signatures.

13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

**ARTICLE 14 – BASIS OF BID**

14.01 Unit Price

A. Bidders shall submit a Bid on a unit price basis for each item of work listed in the unity price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimate Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices". The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

**ARTICLE 15 – SUBMITTAL OF BID**

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.

15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the City of Rockford, 425 East State Street, Rockford, Illinois 61104.

15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

**ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID**

16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

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

**ARTICLE 17 – OPENING OF BIDS**

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

**ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

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

**ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

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

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

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

B. Upon evaluation of bids, Owner shall make contract award to the lowest responsive bidder on the Base Bid single Bid Item 1. Owner still reserves the right to reject all bids and no award a contract.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

**ARTICLE 20 – BONDS AND INSURANCE**

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

**ARTICLE 21 – SIGNING OF AGREEMENT**

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 10 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

**ARTICLE 22 – SALES AND USE TAXES**

22.01 Owner is exempt from Illinois state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid. Refer to Paragraph SC-7.09 of the Supplementary Conditions for additional information.

**ARTICLE 23 – IEPA SRF REQUIREMENTS**

23.01 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.

23.02 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.

23.03 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.

23.04 BIDDER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out 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.

23.05 BIDDERS will comply with the federal Build America, Buy America Act (BABA) which is included in the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 and specifies that all iron, steel, manufactured products, and construction materials used in the project are produced in the United States.

23.06 Each BIDDER is responsible for inspecting the site and 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.

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

**END SECTION**

# SECTION 00 41 13

# BID FORM

## ARTICLE 0 – BID RECIPIENT

0.01 This Bid is submitted to:

**City of Rockford**
**Central Services Manager**
**425 East State Street, 4th Floor**
**Rockford, Illinois 61104**

0.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 1 – BIDDER'S ACKNOWLEDGEMENTS

1.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

## ARTICLE 2 – BIDDER'S REPRESENTATIONS

2.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| Addendum No. | Addendum Date |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2)

reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, 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; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder is aware of the Owner's requirement that the Bidder shall provide two (2) water service installation crews for the duration of the project. This shall consist of separate labor, equipment and materials for each individual crew. Failure of the Contractor to provide two water service crews during the project shall be grounds for the denial of any request for contract time extension and the Contractor shall incur liquidated damages in the amount of $1,000 for each day that expires after the contractual completion date per the liquidated damages terms of this contract.

I. 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.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

K. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

**ARTICLE 3 – BIDDER'S CERTIFICATION**

3.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

E. By submission of the bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with the bid:

1. 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;

2. 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

3. 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.

F. Each person signing the bid shall certify that:

1. 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 (E.) (1.) through (E.)(3.) above; or

2. 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 (E.)(1.) through (E.)(3.) 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 (E.)(1.) through (E.)(3.) above.

G. 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".

H. 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.

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

   b. The sub-recipient, on behalf of USEPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The USEPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub-recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sub-recipient to IEPA. IEPA shall forward the report to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

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

4) 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.

c. 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.

d. 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.

   a. 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.

   b. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the sub-recipient. Such documentation shall be available upon request of IEPA or USEPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site [https://www.dol.gov/whd/forms/index.htm]. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub-recipient, for transmission to the IEPA, USEPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance

with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub-recipient.

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

i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

ii) 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;

iii) 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.

2) 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.

3) 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.

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

4. Apprentices and trainees

a. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the

U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid no less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

6. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the USEPA may by appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility.

    a. 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).

b. 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).

c. The penalty for making false statements in prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

11. 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.

12. Contract Work Hours and Safety Standards Act

a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any 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 mechanics receives compensation at a rate not less than one and on-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

d. 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.

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

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

**ARTICLE 4 – BASIS OF BID**

4.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

| Item No. | Description | Unit | Qty. | Unit Price | Total Price |
|---|---|---|---|---|---|
| **Base Bid Item #1** | | | | | |
| 1. | Public Water Service, Bored or Pulled, Copper, Complete, 1" | LF | 33 | $ | $ |
| 2. | Private Water Service, Bored or Pulled, Copper, Complete, 1” | LF | 33 | $ | $ |
| 3. | Sidewalk Removal & Replacement | SF | 45 | $ | $ |
| 4. | Pavement Removal & Patch Replacement, Class D | SY | 15 | $ | $ |
| 5. | Combination Curb and Gutter Removal and Replacement | LF | 10 | $ | $ |
| 6. | Connection to Water Meter (Basement/ Crawlspace), Complete | EA | 1 | $ | $ |
| 7. | Restoration, Complete | LS | 1 | $ | $ |
| 8. | Traffic Control and Protection | LS | 1 | $ | $ |
| 9. | Primary Electrical Grounding System Installation | EA | 1 | $ | $ |
| 10. | Reconnection of Water Service Electrical Jumper Cable | EA | 1 | $ | $ |
| | **Individual Service Total** | | | **$** | |
| **Contingency Bid Items** | | | | | |
| 11. | PCC Pavement, Jointed, Removal and Replacement, 9" | SY | 110 | $ | $ |
| 12. | PCC Approach Pavement Removal and Replacement, 6" | SY | 55 | $ | $ |

| Item No. | Description | Unit | Qty. | Unit Price | Total Price |
|---|---|---|---|---|---|
| 13. | Tree Removal (6-15 Units) | UD | 10 | $ | $ |
| 14. | Tree Removal (Over 15 Units) | UD | 15 | $ | $ |
| 15. | Rock Excavation | CY | 30 | $ | $ |
| 16. | Hot-Mix Asphalt Approach Pavement Removal and Replacement, 3" | SY | 55 | $ | $ |
| 17. | Retaining Wall, Modular Block, Complete | SF | 45 | $ | $ |
| 18. | Retaining Wall, PCC Concrete, Complete | CY | 45 | $ | $ |
| 19. | Silt Fence | LF | 50 | $ | $ |
| 20. | Inlet and Pipe Protection | EA | 15 | $ | $ |
| 21. | Restoration, Open-Cut, Complete | LS | 1 | $ | $ |
| 22. | Water Meter Relocation, Complete | LF | 15 | $ | $ |
| 23. | Additional Set-up Boring Length | LF | 25 | $ | $ |
| 24. | Public Water Service, Open-Cut, Copper, Complete, 1" | LF | 33 | $ | $ |
| 25. | Private Water Service, Open-Cut, Copper, Complete, 1" | LF | 33 | $ | $ |
| 26. | Public Service, Open-Cut, HDPE, Complete, 1” | LF | 33 | $ | $ |
| 27. | Private Service, Open-Cut, HDPE, Complete, 1” | LF | 33 | $ | $ |
| 28. | Public Water Service, Open-Cut, Copper, Complete, 1.5” | LF | 33 | $ | $ |
| 29. | Private Water Service, Open-Cut, Copper, Complete, 1.5" | LF | 33 | $ | $ |
| 30. | Public Water Service, Open-Cut, HDPE, Complete, 1.5" | LF | 33 | $ | $ |
| 31. | Private Water Service, Open-Cut, HDPE, Complete, 1.5" | LF | 33 | $ | $ |
| 32. | Public Water Service, Open-Cut, Copper, Complete, 2" | LF | 33 | $ | $ |
| 33. | Private Water Service, Open-Cut, Copper, Complete, 2” | LF | 33 | $ | $ |
| 34. | Public Water Service, Open-Cut, HDPE, Complete, 2” | LF | 33 | $ | $ |
| 35. | Private Water Service, Open-Cut, HDPE, Complete, 2” | LF | 33 | $ | $ |
| 36. | Public Water Service, Bored or Pulled, Copper, Complete, 1.5" | LF | 33 | $ | $ |
| 37. | Private Water Service, Bored or Pulled, Copper, Complete, 1.5” | LF | 33 | $ | $ |
| 38. | Public Water Service, Bored or Pulled, HDPE, Complete, 1” | LF | 33 | $ | $ |

| Item No. | Description | Unit | Qty. | Unit Price | Total Price |
|---|---|---|---|---|---|
| 39. | Private Water Service, Bored or Pulled, HDPE, Complete, 1” | LF | 33 | $ | $ |
| 40. | Public Water Service, Bored or Pulled, HDPE, Complete, 1.5” | LF | 33 | $ | $ |
| 41. | Private Water Service, Bored or Pulled, HDPE, Complete, 1.5” | LF | 33 | $ | $ |
| 42. | Public Water Service, Bored or Pulled, Copper, Complete, 2" | LF | 33 | $ | $ |
| 43. | Private Water Service, Bored or Pulled, Copper, Complete, 2” | LF | 33 | $ | $ |
| 44. | Public Water Service, Bored or Pulled, HDPE, Complete, 2” | LF | 33 | $ | $ |
| 45. | Private Water Service, Bored or Pulled, HDPE, Complete, 2” | LF | 33 | $ | $ |
| 46. | Water Service Casing | LF | 33 | $ | $ |
| 47. | Public Water Service Bored Through Rock, Copper, Complete, 1" with 2" Casing | LF | 33 | $ | $ |
| 48. | Private Water Service Bored Through Rock, Copper, Complete, 1” with 2” Casing | LF | 33 | $ | $ |
| 49. | Public Water Service Bored Through Rock, HDPE, Complete, 1” with 2” Casing | LF | 33 | $ | $ |
| 50. | Private Water Service Bored Through Rock, HDPE, Complete, 1” with 2” Casing | LF | 33 | $ | $ |
| 51. | Public Water Service Bored Through Rock, Copper, Complete, 1.5" with 2" Casing | LF | 33 | $ | $ |
| 52. | Private Water Service Bored Through Rock, Copper, Complete, 1.5” with 2” Casing | LF | 33 | $ | $ |
| 53. | Public Water Service Bored Through Rock, HDPE, Complete, 1.5” with 2” Casing | LF | 33 | $ | $ |
| 54. | Private Water Service Bored Through Rock, HDPE, Complete, 1.5” with 2” Casing | LF | 33 | $ | $ |
| 55. | Public Water Service Bored Through Rock, Copper, Complete, 2" with 3" Casing | LF | 33 | $ | $ |
| 56. | Private Water Service Bored Through Rock, Copper, Complete, 2” with 3” Casing | LF | 33 | $ | $ |
| 57. | Public Water Service Bored Through Rock, HDPE, Complete, 2” with 3” Casing | LF | 33 | $ | $ |
| 58. | Private Water Service Bored Through Rock, HDPE, Complete, 2” with 3” Casing | LF | 33 | $ | $ |
| 59. | Traffic Control and Protection, Special | LS | 1 | $ | $ |
| 60. | Connection to Water Meter (Slab on Grade), Complete | EA | 1 | $ | $ |
| 61. | Brick Pavement, Complete | SY | 10 | $ | $ |

| Item No. | Description | Unit | Qty. | Unit Price | Total Price |
|---|---|---|---|---|---|
| 62. | Exploratory Excavation, B-Box Service Material Identification | EA | 1 | $ | $ |
| 63. | Exploratory Excavation, Pulling Failure Reconnection | EA | 1 | $ | $ |
| 64. | Additional Service Line Abandonment | EA | 25 | $ | $ |
| 65. | Additional Corporation Stop Abandonment | EA | 20 | $ | $ |
| | **Contingency Estimated Total** | | | **$** | |

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

NOTES FOR BIDDERS:

1. Approval of bids shall be at discretion of Owner.
2. As a component of this bid, the Contractor is agreeing to provide two (2) separate water service installation crews for this project to ensure project schedule can be achieved. This shall include separate labor and equipment for each crew.
3. Number of services shown and quantities associated with each service type are for bidding purposes only. Final payments for services will be based on actual quantities measured in the field.
4. Contingency Bid Items are for establishing unit prices for possible unplanned and unforeseen project work.
5. Contingency bid items will only be used as necessary and as authorized through written approval by engineer on a case-by-case basis for individual service replacements prior to the work taking place and paid for at the unit price based on actual quantities measured in the field.
6. Should inconsistencies in the Contractor's bid pricing be determined, Owner reserves the right to declare the subject bid unbalanced and reject the Contractor's bid. For purposes of this bidding event, pricing inconsistencies exist if the Contractor's total bid for all Contingency Items is greater than 50% of the mean of the total bid for all Contingency items of the remaining bidders, or any single Contingency Bid Item is greater than 100% of the mean of the remaining bidders cost for the same item.
7. Upon evaluation of bids, Owner shall make contract award to the lowest responsive bidder on the BASE BID Single Bid Item 1. Owner still reserves the right to reject all bids and not award a contract at his/her discretion.
8. A contract will be awarded for Base Bid Item 1 only. Please note that the contingency items will not be included in the overall construction cost and contract award as those items may not be utilized during construction.
9. The items bid herein include all labor, transportation, equipment, services and materials needed to complete the operation.

10. Any work or construction items not listed in the Bid Schedule is considered Incidental to the scope of project. A submitted bid by the Contractor is acknowledgment of this statement.
11. The City of Rockford maximum amount of total spend on this contract is not to exceed $4,000,000.
12. Payment will not be provided for components of individual service replacement until all outstanding work, including restoration items, has been completed for that service location.

**ARTICLE 5 – TIME OF COMPLETION**

5.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 6 – ATTACHMENTS TO THIS BID**

The following documents are submitted with and made a condition of this Bid:

A. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.

B. Contractor's License No.: _____ or Attach Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids.

| | | |
|---|---|---|
| C. | City of Rockford | Equal Employment Opportunity Certification |
| D. | City of Rockford | Subcontractor Utilization Form |
| E. | City of Rockford | Vendor Workforce Data Form |
| F. | City of Rockford | Apprenticeship and Training Program Certification |
| G. | City of Rockford | Local Public Agency Proposal Bid Bond |
| H. | City of Rockford | Illinois Prevailing Wage Act Notice and Acknowledgement |
| I. | City of Rockford | LCPTracker General Contractor Information |
| J. | City of Rockford | Acknowledgement of Stormwater Ordinance |
| K. | City of Rockford | Acknowledgement of Addenda |
| L. | City of Rockford | Bidder's Affidavit |
| M. | City of Rockford | Affidavit of Availability |
| N. | City of Rockford | W-9 Form |
| O. | 00 45 46.01 | Affirmative Action for Equal Employment Opportunity |
| P. | 00 45 46.02 | Certification of Nonsegregated Facilities |
| Q. | 00 45 46.03 | Nondiscrimination in Employment Form |
| R. | 00 45 46.04 | Certification Regarding Debarment, Suspension, and Other Responsibility Matters |
| S. | 00 45 46.05 | Procedures for Issuing Loans from the Public Water Supply Loan Program |

T. 00 45 46.06 Bidder Certification Regarding Compliance with Article 33E-11 "Criminal Code of 2012"

U. 00 45 46.07 Disadvantaged Business Enterprise Participation Specification and Forms

V. 00 45 46.08 Build America Buy American Act Certification Form

W. 00 45 46.09 Illinois Works Jobs Program Act – Apprenticeship Initiative Information

7.02 NOTE: While not required with the submission of bids, Bidders shall submit the following documents to the City of Rockford within 7 business days after project award.

A. Section 00 43 36 Proposed Subcontractors List

B. Section 00 43 37 Proposed Suppliers List

**ARTICLE 7 – DEFINED TERMS**

7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 8 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

_____

By:
*[Signature]* _____

*[Printed name]* _____
*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest:
*[Signature]* _____

*[Printed name]* _____

Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

_____

Bidder's License No.: _____

*(where applicable)*

**END SECTION**

**SECTION 00 43 36**

**PROPOSED SUBCONTRACTOR LIST**

**Name of General Contractor: _____**

| No. | Work | Subcontractor |
|---|---|---|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |
| 11 | | |
| 12 | | |
| 13 | | |
| 14 | | |
| 15 | | |
| 16 | | |
| 17 | | |
| 18 | | |
| 19 | | |
| 20 | | |

Notes:

Indicate “Self-Performed” if a Subcontractor will not be utilized for the Work.

Add additional Work scope items such that all Subcontractors planned to be utilized are named on this sheet.

Any Subcontractor plumber shall be licensed by the Illinois Department of Public Health and comply with all requirements for private plumbing set forth by the City of Rockford Construction and Development Services Department.

**END SECTION**

## SECTION 00 43 37

## PROPOSED SUPPLIERS LIST

**Name of General Contractor: _____**

| No. | Equipment | Supplier |
|---|---|---|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |
| 11 | | |
| 12 | | |
| 13 | | |
| 14 | | |
| 15 | | |
| 16 | | |
| 17 | | |
| 18 | | |
| 19 | | |
| 20 | | |
| 21 | | |
| 22 | | |
| 23 | | |

**END SECTION**

## SECTION 00 45 46.01

## AFFIRMATIVE ACTION FOR EQUAL EMPLOYMENT OPPORTUNITY

### NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

| Timetables | Goals for minority participation for each trade | Goals for female participation in each trade |
|---|---|---|
| | Insert goals for* each year 6.3% | Insert goals for* each year 6.9% |

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

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

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

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

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

**CONSTRUCTION CONTRACTORS AFFIRMATIVE ACTION REQUIREMENTS**

**GOALS FOR MINORITY PARTICIPATION**

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

FEMALE PARTICIPATION = 6.9% STATEWIDE

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

**41 CFR 60**

**60-4.1 Scope and Application.**

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

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

**60-4.2 Solicitations.**

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

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

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

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

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

1. The Offeror or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

| Time- tables | Goals for minority participation for each trade | Goals for female participation in each trade |
|---|---|---|
| | Insert goals for each year. 6.3% | Insert goals for each year. 6.9% |

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and 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. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

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

**60-4.3 Equal Opportunity Clauses.**

(a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of $10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of $10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

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

**1.** As used in these specifications:

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

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

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

**d.** "Minority" includes:

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

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

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

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

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

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

**4.** The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

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

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

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

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

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

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

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

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

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

**h.** Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

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

than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

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

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

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

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

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

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

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

**8.** Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

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

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

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

**12.** The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

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

**14.** The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

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

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

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

**60-4.4 Affirmative Action Requirements.**

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

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

**60-4.5 Hometown Plans**

**(a)** A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: *Provided,* That each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables. If a contractor is not participating in an approved Hometown Plan it shall comply with the specifications set forth in § 60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the notice required by 41 CFR 60-4.2 with regard to that trade. For the purposes of this part 60-4, a contractor is not participating in a Hometown Plan for a particular trade if it:

**(1)** Ceases to be signatory to a Hometown Plan covering that trade;

**(2)** Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;

**(3)** Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations, which are not or cease to be signatories to the same Hometown Plan for that trade;

**(4)** Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;

**(5)** Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;

**(6)** Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.

**(b)** Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provision of the Hometown Plan.

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

**60-4.6 Goals and Timetables.**

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

[45 FR 65978, OCT. 3, 1980]

**60-4.7 Effect on Other Regulations.**

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

**60-4.8 Show Cause Notice.**

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

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

**60-4.9 Incorporation by Operation of the Order.**

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

**END SECTION**

## SECTION 00 45 46.02

## CERTIFICATION OF NONSEGREGATED FACILITIES

## 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.

**END SECTION**

## SECTION 00 45 46.03

## NONDISCRIMINATION IN EMPLOYMENT FORM

## NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS

## NONDISCRIMINATION IN EMPLOYMENT

To: _____

(Name of union or organization of workers)

The undersigned currently holds contract(s) with _____

(Name of applicant)

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

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

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

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

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

_____

_____

_____

_____

(Contractor or Subcontractor)

_____

(Date)

**END SECTION**

## SECTION 00 45 46.04

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

EPA Project Control #: L17-7046

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.

EPA FORM 5700-49 (11-88)

## 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)

**END SECTION**

## SECTION 00 45 46.05

## PROCEDURES FOR ISSUING LOANS FROM THE PUBLIC WATER SUPPLY LOAN PROGRAM

Construction Contracts of Loan Recipient and Other Sections From

"Procedures for Issuing Loans from the Public Water Supply Loan Program"

**Section 662.620(c) Negotiations of Contract Amendments (Change Orders)**

A) When the loan recipient authorizes the contractor to add, delete, or revise the work within the general scope of the contract documents, or authorizes an adjustment in the contract price or contract time, the loan recipient shall submit a change order to the Agency.

B) For each change order, the loan recipient shall submit to the Agency for approval the following documentation:

   i) one copy of the fully executed change order signed by the loan recipient, construction engineer, and the contractor; and

   ii) a description of any changes, with justification for the changes.

C) Prior approval by the Agency of a change order is required when a change order results in:

   i) alterations in design scope that require a modification to a construction permit; or

   ii) an increase in the amount of loan funds needed to complete the project.

D) Failure to give timely notice of proposed project changes or action by the loan recipient that is not consistent with the Agency's determination on those changes may result in disallowance of loan participation for costs incurred that are attributable to the change

**Section 662.620(d) Required Construction Contract Provisions**

Each construction contract shall include the following provisions:

1) Audit; access to records:

   A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on loan work in accordance with Generally Accepted Accounting Principles (GAAP). The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under 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 such 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) 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 also agrees to include access to records as specified above in all his or her contracts and all tier subcontracts or change orders in excess of $25,000 that are directly related to project performance.

C) Audits shall be consistent in accordance with auditing standards generally accepted in the United States.

D) The contractor shall agree to the disclosure of all information and reports resulting from access to records pursuant to subsection (a)(1)(A) above. 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) above shall be maintained and made available during performance of the work under the loan agreement and for 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 to which an audit exception has been taken, shall be maintained and made available for 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 U.S. 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 bidder or bidders to submit a Certificate Regarding Debarment, Suspension and Other Responsibility Matters (EPA Form 5700-49) showing compliance with federal Executive Order 12549.

6) Non-segregated facilities provisions

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

7) Build America Buy America

If applicable, the contractor shall be required to comply with the requirements of the BABA Act.

8) A clause that provides:

"No contractor or subcontractor shall discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor or subcontractor shall carry out applicable requirements of 40 CFR 33 in the award and administration of contracts awarded under the PWSLP. 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 662.620(e) 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 provisions of federal, State and local law;

2) All provisions of this Part 662 regarding fraud and other unlawful or corrupt practices;

3) All provisions of this Part 662 with respect to access to facilities, records and audit of records; and

4) All provisions of subsection 662.620(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 662.620(f) 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 662.810(b) Access**

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

**Section 662.640(c) Remedies**

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

**END SECTION**

## SECTION 00 45 46.06

## BIDDER CERTIFICATION IN COMPLIANCE WITH ARTICLE 33E-11 "CRIMINAL CODE OF 2012"

I _____, do hereby certify that:
Name

1. I am _____ of the _____
Position Firm

and have authority to execute this certification on behalf of the firm

2. This firm is not barred from bidding on this contract due to either a Bid-rigging or Bid Rotating violation as set forth in Article 33E-11 to the "Illinois Criminal Code of 2012 [720 ILCS 5/33E11]""

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

**END SECTION**

## SECTION 00 45 46.07

## DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION SPECIFICATION AND FORMS

Specification for Disadvantaged Business Enterprise Participation

**City of Rockford**

I. Disadvantaged Business Enterprise Policy

A. It is the policy of the State of Illinois to award a fair share of sub-agreements to disadvantaged businesses (DBEs). In complying with this requirement, contractors are required to take affirmative steps to assure that disadvantaged businesses are used when possible as sources of supplies, equipment, construction, and services as explained herein.

B. These specifications define the terms, conditions, and requirements of the State Revolving Fund Loan Program, and the City of Rockford's policy and procedures for complying with these requirements.

C. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the fair share percentages are 5% for MBEs and 12% for WBEs.

II. Pre-Contract Award Obligations

A. All bidders are required to advertise subcontracting opportunities and to negotiate with disadvantaged businesses prior to bid opening. Failure to document such affirmative efforts shall be deemed, relative to disadvantaged business compliance, non-responsive.

B. To establish a bid as responsible, the bidder will be required to document the proposed utilization of disadvantaged businesses with letters of intent signed by the bidder and by the disadvantaged business listed I the bid. The documentation requirements are outlined in Section III of this document

C. The **City of Rockford'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 City of Rockford's disadvantaged business policy, ALL bidders shall provide the following with its bid:

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

OR

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

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

3. List of all disadvantaged business enterprise (DBE) and non-DBE's that submitted proposals to the bidder along with the date of the proposal. Names, addresses, phone number and/or e-mail are required.

4. List of disadvantaged businesses not being utilized and justification for non-utilization.

5. If DBE subcontractors will be utilized for the project, a completed and signed copy of IEPA DBE Form No. 3 (DBE Subcontractor Utilization Form) or an equivalent "Notice of Intent" is needed from each subcontractor.

6. If DBE subcontractors will be utilized for the project, a completed and signed certification from the bidder(s), attesting that the bidder has no controlling or dominating interest or conflict of interest with the disadvantaged business that will be utilized.

7. In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received.

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

IV. Sanctions

A. The **City of Rockford** has the option to reject one or all bids when the information submitted by the bidder(s) fails to objectively 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 all contract costs associated with non-compliance.

3. Refer any matter, which may be fraudulent to the Illinois Attorney General.

V. Post-Contract Award Compliance

A. As required by the award conditions of USEPA's Assistance Agreement with IEPA, all sub-agreements of the prime contractor must identify that the fair share percentages are 5% for MBEs and 12 % for WBEs.

B. After award of the prime contract copies of all disadvantaged business-related sub-agreements between the prime contractor and subcontractors shall be submitted to the owner.

C. Subsequent to bid submission, any changes in previously reported disadvantaged businesses utilization shall be handled in accordance with 40 CFR Part 33.302(b-h). If the contractor fails to initiate such actions, the owner may withhold payments and/or institute other appropriate sanctions.

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

Notice to Disadvantaged Businesses

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

seeking disadvantaged businesses for the _____
(Name of Loan Recipient)

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

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

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

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

**Summary Report of Disadvantaged Business Enterprise Requirements for Contractors**

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

OR

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

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

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

3) List of disadvantaged businesses that submitted proposals to the bidder but will not be utilized. Justification for non-utilization must be provided (may use IEPA DBE Form #1).

4) Completed and signed copies IEPA DBE Form #3 (Subcontractor Utilization Form) or equivalent "Notice of Intent". Only applies if using DBE subcontractors.

5) Completed and signed certification from bidder(s) attesting that the bidder has no dominating or conflict of interest with the disadvantaged business to be utilized (IEPA DBE Form #1). Only applies if using DBE subcontractors.

6) In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received (IEPA DBE Form #1).

7) **NOTE:** DBE Form #2 is **not** included in this packet. It is for consultants/engineers to report DBE activity. This form may be found in IEPA's DBE Guidance Manual which is available on the Agency's website or mailed upon request by calling 217-782-2027.

**IEPA Disadvantaged Business Enterprise (DBE) Program Form #1**

**Contractor Certification Form**

(To be completed by all Prime Contractors)

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

☐ This firm will award no subcontracts (including in the procurement of equipment, supplies, or services), in the performance of this contract.

☐ This firm advertised for DBE subcontractors according to the good faith efforts outlined in the IEPA DBE Guidance Document.

☐ This firm received proposals from DBE(s) that will not be utilized. A list of the DBEs not hired, along with their address, phone number, and reason(s) for non-utilization, is below.

☐ This firm did not receive any inquiries from DBEs.

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

By: _____

NAME: _____

TITLE: _____

Company: _____

Date: ___/ ___ / _____

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

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

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

| | |
|---|---|
| Subcontractor Name | Project Name |
| Contact Person's Name & Title | |
| Address | |
| Telephone | Email |
| DBE Certified By: | Select One: **MBE WBE SBE DBE** |
| Prime Contractor Name | |

| Type of Work to be Performed | Cost Estimate of Work |
|---|---|
| | |

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

| | |
|---|---|
| **Prime Contractor Signature:** | **Print Name:** |
| **Date:** | **Title:** |
| **Subcontractor Signature:** | **Print Name:** |
| **Date:** | **Title:** |

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

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

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

| Company Name & Contact Person | Address | Phone No. w/ area code | Email | Proposed Work (supplies, paint, paint etc.) | DBE Status (MBE, WBE, DBE, SBE) |
|---|---|---|---|---|---|
| | | | | | Check if Hired ☐ |
| | | | | | Check if Hired ☐ |
| | | | | | Check if Hired ☐ |
| | | | | | Check if Hired ☐ |

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**END SECTION**

## SECTION 00 45 46.08

## BUILD AMERICA, BUY AMERICA ACT CERTIFICATION FORM

### Bidder Certification Regarding the Use of Iron, Steel, Manufactured Products, and Construction Materials produced in the United States (Build America, Buy America Act)

I _____, 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. I am aware that all iron, steel, manufactured products, and construction materials used for this project must be produced in the United States per the federal Build America, Buy America Act (BABA) signed by President Biden on November 15, 2021. Pub. L No. 117-58, §§ 70901-52.

3. I understand 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.

4. I understand that all manufactured products used in the project must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.

5. I acknowledge that all construction materials for this project must be manufactured in the United States. This means all manufacturing processes for the construction materials occurred in the United States.

6. I am aware that this requirement applies to all portions of the project that are subcontracted.

Signature: _____

Date: _____

Corporate Seal (where appropriate)

## Requirements Specific to Buy America, Build America Act (BABA)

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. No. 117-58, which includes the Build America, Buy America Act ("BABA"). The purpose of BABA is to ensure that federally funded infrastructure projects only utilize iron, steel, manufactured products, and construction materials produced in the United States. The requirement to use products produced in the United States applies to all projects for the construction, alteration, maintenance, or repair of publicly owned treatment works (POTW) or public water systems. Since Illinois' Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) utilize federal funds, loan recipients must use iron, steel, manufactured products, and construction materials that are produced in the United States. Guidance is available on USEPA's website: https://www.epa.gov/cwsrf/build-america-buy-america-baba. Waivers from the requirements are available under certain circumstances. BABA requires the following:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

BABA only applies to items that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at project completion. BABA does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure.

BABA requirements apply to an entire infrastructure project, even if it is funded by both Federal and non-Federal funds under one or more awards.

**Construction Materials** includes an article, material, or supply that consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products including polyvinylchloride, composite building materials, and polymers used in fiber optic cables;
- glass including optic glass;
- lumber; or
- drywall.

**Construction Materials** does NOT include items made primarily of iron or steel; manufactured products; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

**Requirements Specific to Iron and Steel**
The existing American Iron and Steel (AIS) Requirements will continue as part of BABA. An iron or steel product is one of the items listed below and is made primarily of iron or steel that is permanently incorporated into the public water system or treatment works.

- Pipes (lined or unlined) and pipe fittings
- Pipe clamps and restraints
- Valves
- Structural steel
- Hydrants
- Flanges
- Tanks
- Reinforced precast concrete
- Manhole Covers and other municipal castings such as valves boxes, drainage grates, bollards, etc.
- Construction materials such as trusses, wire, grating, wire, ductwork, fence tubing, wall panels, etc.

For one of the listed iron or steel products to be considered subject to the BABA requirements, it must be made of greater that 50% iron or steel, measured by the material costs. “Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels. AIS Guidance is available at: https://epa.illinois.gov/topics/grants-loans/state-revolving-fund/guidance/american-iron-and-steel-requirements.html.

**Recordkeeping and Documenting the Country of Origin for Iron, Steel, Manufactured Products, & Construction Materials used in Loan Funded Projects**

Loan recipients with assistance from their general contractor must be able to verify that products used in their projects comply with the BABA requirements. USEPA recommends loan recipients use a "Step Certification" process to ensure that producers adhere to the BABA requirements. Step certification is a process under which each handler (supplier, fabricator, manufacturer, etc.) of the iron, steel, manufactured products, or construction materials 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 if 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. Certification could be achieved by other methods such as requiring the final manufacturer, who delivers the 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. Regardless of the method, documents regarding the country of origin for all covered items should be collected and maintained by the loan recipients. Having a good paper trail is invaluable during an inspection or audit. USEPA auditors recommend keeping records of when and where the products were delivered. Records from the manufacturer should refer to specific items such as pipes, valves, meters. Try to avoid records containing broad statements such as, "All products delivered were USA made".

Regardless of the method, documents regarding the country of origin for all covered items should be collected and maintained by the loan recipients. Having a good paper trail is invaluable during an inspection or audit.

**Sample Certification Letter**

Below is a sample step certification letter for BABA compliance. The completed letter is provided to the construction contractor or loan applicant by the supplier, fabricator, manufacturer, etc. of covered products. Documentation must be provided on company letterhead.

Company Letterhead

Date

Company Name
Company Address
City, State, Zip

Subject: Build America, Buy America Act Step Certification for Project (Identify Project Here xxx)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project are in full compliance with the federal Build America, Buy America Act requirements as required in EPA's State Revolving Fund Programs.

Item, Products, and/or Materials:

1. XXX
2. XXX
3. XXX

Such process took place at the following location (City and State must be included):

If any of the above compliance statements change while providing material for this project, we will immediately notify the prime contractor and the engineer.

Signed by Company Representative

Name Clearly Typed

**END SECTION**

## SECTION 00 45 46.09

## 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 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/IllinoisWorksJobsProgramAct.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 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. The 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 U.S. Dept. of Labor certified (not limited to pre-apprentice program graduates).

### Applicability

**If a project is estimated to received $500,000 or more of State Capital Funding for the Project:**

If the state's contribution to the project amount equals 50% or more of the cost for the project, the 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 50% of the cost for the project, the 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, but the Total Estimated Project Cost is $500,000 or more:**

If the state's contribution to the project amount equals 50% or more of the estimated cost for the project, the 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 50% of the estimated cost for the project, the 10% apprenticeship requirement does not apply.

**Total Estimated Project Cost is less than $500,000:** The 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 IEPA website at: https://epa.illinois.gov/content/dam/soi/en/web/epa/topics/grants-loans/state-revolving-fund/documents/WAIVER-REQUEST.pdf. The form can also be obtained from DCEO.

**Reporting:** An example quarterly reporting form is attached. A fillable version is available on the IEPA 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. All loan funded projects are subject to payment of Davis Bacon wages.

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

**END SECTION**

# Illinois Works Apprenticeship Initiative
# Quarterly Periodic Loan Applicant/Grantee Report

| | | | | | |
|---|---|---|---|---|---|
| Organization Name | | FEIN Number | | UEIN Number | |
| Loan/Grant Awarding Agency | | Construction Start Date | | Construction End Date | |
| Loan/Grant Number | | Estimated Total Project Costs | | Estimated Total State Contribution | |

**Reporting Period:** Period Start Date _____ Period End Date _____

## 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 | Prevailing Wage Classification | Reduced Percentage |
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| Prevailing Wage Classification | Reduced Percentage | | Prevailing Wage Classification | Reduced Percentage |
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# Illinois Works Apprenticeship Initiative
## Quarterly Periodic Loan Applicant/Grantee Report

Please provide information in this chart for 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 Apprentice-ship Hours for Classification in Reporting Period | % of Apprentice-ship Hours | Total Hours for Classification (Cumulative from Start of the Project) | Total Apprentice-ship Hours (Cumulative from Start of the Project) | % of Apprentice-ship Hours (Cumulative from Start of the Project) | If no apprenticeship hours recorded, explain. |
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| Prevailing Wage Classification | Total Hours for Classification in Reporting Period | Total Apprentice-ship Hours for Classification in Reporting Period | % of Apprentice-ship Hours | Total Hours for Classification (Cumulative from Start of the Project) | Total Apprentice-ship Hours (Cumulative from Start of the Project) | % of Apprentice-ship Hours (Cumulative from Start of the Project) | If no apprenticeship hours recorded, explain. |
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## Organization Certification and State Agency Acknowledgement

### 1. Organization Certification:

**By signing this form, I certify to the best of my knowledge and belief that the form is true, complete and accurate and that any false, fictitious or** fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization Name:

Printed Name (Executive Director or equivalent):

Title (Executive Director or equivalent):

Signature (Executive Director or equivalent):

Date/Time Field

### 2. State Agency Acknowledgement:

State Agency

Printed Name

Title

Signature:

Date/Time Field

## SECTION 00 45 46.10

## ILLINOIS ENVIRONMENTAL PROTECTION AGENCY STATE REVOLVING FUNDS (SRF) LOAN PROGRAM SIGNAGE REQUIREMENTS

The United States Environmental Protection Agency (USEPA) is implementing a nationwide initiative focused on enhancing public awareness of EPA financial assistance. Another goal of this initiative is to increase public awareness regarding improvements that municipalities make as a result of the SRF loan programs. Beginning October 1, 2015, all loan recipients in Illinois will be required to post a sign at the project site or make an equivalent public notification.

In order to comply with the new requirements, IEPA recommends loan recipients use one of the options described below. When selecting an option, please remember the goal is to communicate to the largest audience possible about the positive role that SRF funding is having on the community. This may include communicating in multiple languages. If a municipality has a significant number of non-English speaking citizens, notice should be made in the appropriate language(s). Each project and community is unique so the choice of communication method, information to include, graphics, and languages must be made locally.

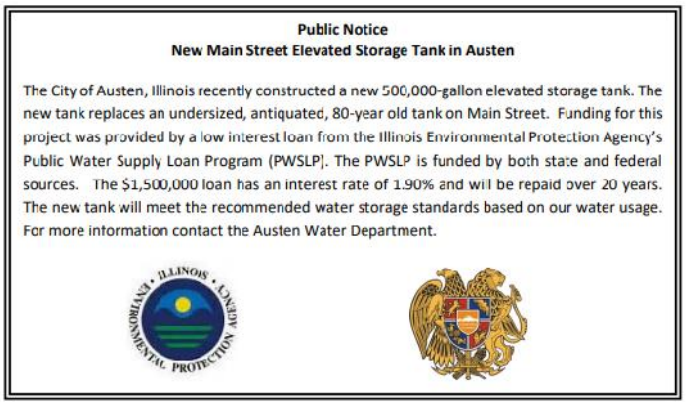
Public notification should be issued after a construction contract is awarded for the project. The form located at the end of this document will then be submitted to IEPA along with supporting documentation as confirmation that the requirements have been met. No matter which method is chosen, costs related to the public notification are eligible for loan funding. A cost estimate may be submitted prior to receiving a loan agreement or it may be paid from loan contingency.

**Option 1: Local Newspaper or Newsletter**

Loan recipients may choose to publish in a local newspaper or newsletter as an effective way to reach the most area residents. If this option is chosen, there are a set of guidelines that must be included in the public notice or article.

Newspaper public notice or newsletter article must include the following:

- Name of the facility, project, and community served;
- The loan program that is being used for the project;
- The project is being funded either wholly or partially by the Agency;
- Brief description of project; and
- Brief listing of benefits project will bring to the community.



**Public Notice**
**New Main Street Elevated Storage Tank in Austen**

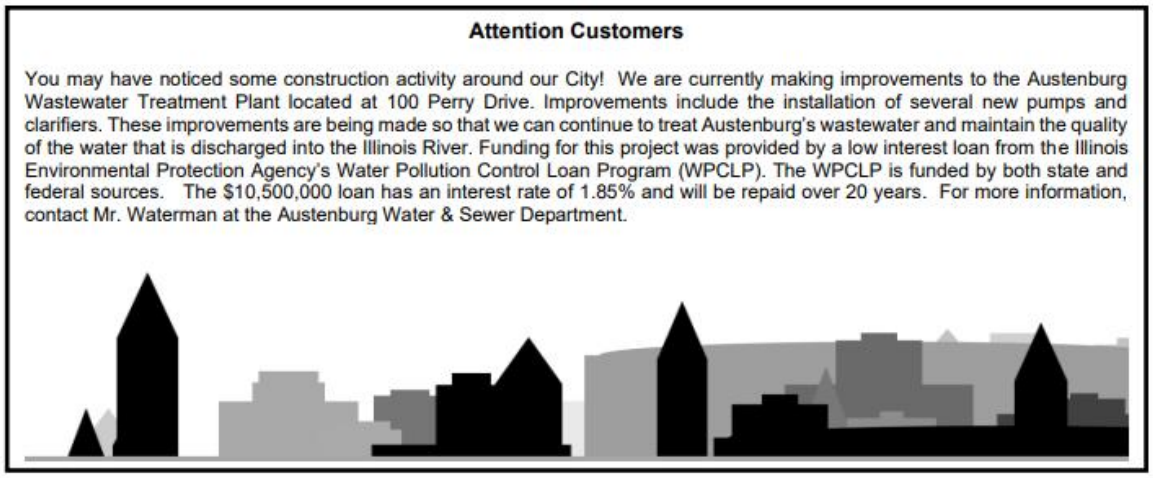
The City of Austen, Illinois recently constructed a new 500,000-gallon elevated storage tank. The new tank replaces an undersized, antiquated, 80-year old tank on Main Street. Funding for this project was provided by a low interest loan from the Illinois Environmental Protection Agency's Public Water Supply Loan Program (PWSLP). The PWSLP is funded by both state and federal sources. The $1,500,000 loan has an interest rate of 1.90% and will be repaid over 20 years. The new tank will meet the recommended water storage standards based on our water usage. For more information contact the Austen Water Department.

**Option 2: Insert in Water and/or Sewer Bill**

Any utility or municipality that sends a water or sewer bill has the option to include a single-page insert attached to the bill that describes the project that is being constructed. This approach would effectively publicize the project to those individuals directly benefiting from it. Communities choosing this option will need to have the following

included in their insert:

- Name of facility, project, and community served;
- The loan program that is being used for the project;
- The project is being funded either wholly or partially by the Agency;
- Brief description of project; and
- Brief listing of benefits project will bring to the community.



**Attention Customers**

You may have noticed some construction activity around our City! We are currently making improvements to the Austenburg Wastewater Treatment Plant located at 100 Perry Drive. Improvements include the installation of several new pumps and clarifiers. These improvements are being made so that we can continue to treat Austenburg's wastewater and maintain the quality of the water that is discharged into the Illinois River. Funding for this project was provided by a low interest loan from the Illinois Environmental Protection Agency's Water Pollution Control Loan Program (WPCLP). The WPCLP is funded by both state and federal sources. The $10,500,000 loan has an interest rate of 1.85% and will be repaid over 20 years. For more information, contact Mr. Waterman at the Austenburg Water & Sewer Department.

**Option 3: Online**

The online approach may be the most cost-effective approach of informing residents. If the online approach is used, the information should be posted on a reliable source which is well-known by the community such as the municipality's own website. If this option is selected, the following must be posted on a website for the duration of the construction activity:

- Name of facility, project, and community served;

- The loan program that is being used for the project;
- The project is being funded either wholly or partially by the Agency;
- Brief description of project; and
- Brief listing of benefits project will bring to the community.

**Below is sample language that may be used in any of the above options:**

Construction of [insert brief description of upgrades/repairs] to the [name of facility, project location] were financed by the [Clean Water or Drinking Water] State Revolving Fund (SRF). The SRF program is administered by the Illinois Environmental Protection Agency and receives a portion of its money to fund these types of projects from the U.S. Environmental Protection Agency. This project includes [briefly describe project]. Once complete, it will improve water quality for area residents and businesses in [city, or watershed] by [details of benefits]. SRF programs operate in each state to provide communities the resources necessary to build, maintain, and improve the infrastructure that protects one of our most valuable resources: water.

**Option 4 Standard Signage**

This is the recommended option for large projects that involve significant expansion or construction of a new facility. This option should only be selected if the sign is placed by a major road or project site where it will be visible to large number of residents. Communities selecting this option will need to include the following requirements on the sign:

- The name of the facility, project, and community served;
- Project cost;
- State agency and loan program that was used;
- The IEPA and USEPA logos (see attached).

Loan recipients are required to comply with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at:

**https://www.epa.gov/sites/default/files/2015-01/documents/epa_logo_seal_specifications_for_infrastructure_grants.pdf**

Please only use these files to meet your SRF signage requirements. All other uses are not permitted. USEPA's logo may only be used on a sign.

If the USEPA logo is displayed along with logos of other participating entities, the USEPA logo must not be displayed in a manner that implies that USEPA itself is conducting the project. Instead, the USEPA logo must be accompanied with a statement indicating that the recipient received financial assistance for the project.

Further information about USEPA's logo specifications is available at:
https://www.epa.gov/aboutepa/using-epa-seal-and-logo.


Horn Public Water District
Proudly Serving the citizens of Austen, IL
Site of our
New Water Treatment Plant
Funding of $5,000,000 provided by:
The Illinois Environmental Protection Agency's
Public Water Supply Loan Program
Horn Public Water District Austen, IL
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

**END SECTION.**

# SECTION 00 45 46.11

# NONDISCRIMINATION CLAUSE

## ARTICLE 1 - GENERAL

The contractor (engineer) 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.

## ARTICLE 2 - PRODUCTS

NOT USED.

## ARTICLE 3 - EXECUTION

NOT USED.

**END SECTION**

## SECTION 00 51 00.01

## NOTICE OF INTENT TO AWARD

TO: _____
_____
_____

Project Name: **City of Rockford**
**Lead Service Line Replacement Phase 8**

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 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 within 10 calendar days from the date of the final Notice to be sent upon IEPA approval, to you.

Dated this _____ day of _____, 2025.

**City of Rockford** BY: _____
(Owner) [TITLE]

**END SECTION**

**SECTION 00 51 00.02**

**NOTICE OF AWARD**

| | | | |
|---|---|---|---|
| Date of Issuance: | | | |
| Owner: | City of Rockford | Owner's Contract No.: | |
| Engineer: | Fehr Graham | Engineer's Project No.: | 25-1100B |
| Project: | Lead Service Line Replacement Phase 8 | Contract Name: | |
| Bidder: | | | |
| Bidder's Address: | | | |

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated [_____] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Base Bid.

The Contract Price of the awarded Contract is: $_____

Four (4) unexecuted counterparts of the Agreement accompany this Notice of Award, and four (4) copies of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner four (4) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security (Performance and Payment Bonds) and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6. Include the City of Rockford and Fehr Graham Associates, LLC as "additional insureds" on the Certificate of Insurance.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner**:** City of Rockford

Authorized Signature

By:

Title:

Copy: Engineer

**END SECTION**

# SECTION 00 52 13

# AGREEMENT

THIS AGREEMENT is by and between **City of Rockford - Water Division** ("Owner") and _____ ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.03 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Lead Service Line Replacement Phase 8

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Lead Service Line Replacement Phase 8

**ARTICLE 3 – ENGINEER**

3.01 The part of the Project that pertains to the Work has been designed by Fehr Graham.

3.02 The Owner has retained Fehr Graham ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

The Work will be substantially completed by 240 calendar days, as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by 270 calendar days.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. 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 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):

1. Substantial Completion: Contractor shall pay Owner $1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

**ARTICLE 5 – CONTRACT PRICE COPY FROM BID FORM**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

| Item No. | Description | Unit | Qty. | Unit Price | Total Price |
|---|---|---|---|---|---|
| **Base Bid Item #1** | | | | | |
| 1. | Public Water Service, Bored or Pulled, Copper, Complete, 1" | LF | 33 | $ | $ |
| 2. | Private Water Service, Bored or Pulled, Copper, Complete, 1” | LF | 33 | $ | $ |
| 3. | Sidewalk Removal & Replacement | SF | 45 | $ | $ |
| 4. | Pavement Removal & Patch Replacement, Class D | SY | 15 | $ | $ |
| 5. | Combination Curb and Gutter Removal and Replacement | LF | 10 | $ | $ |
| 6. | Connection to Water Meter (Basement/ Crawlspace), Complete | EA | 1 | $ | $ |
| 7. | Restoration, Complete | LS | 1 | $ | $ |
| 8. | Traffic Control and Protection | LS | 1 | $ | $ |
| 9. | Primary Electrical Grounding System Installation | EA | 1 | $ | $ |
| 10. | Reconnection of Water Service Electrical Jumper Cable | EA | 1 | $ | $ |
| | **Individual Service Total** | | | **$** | |
| **Contingency Bid Items** | | | | | |
| 11. | PCC Pavement, Jointed, Removal and Replacement, 9" | SY | 110 | $ | $ |
| 12. | PCC Approach Pavement Removal and Replacement, 6" | SY | 55 | $ | $ |
| 13. | Tree Removal (6-15 Units) | UD | 10 | $ | $ |
| 14. | Tree Removal (Over 15 Units) | UD | 15 | $ | $ |
| 15. | Rock Excavation | CY | 30 | $ | $ |
| 16. | Hot-Mix Asphalt Approach Pavement Removal and Replacement, 3" | SY | 55 | $ | $ |
| 17. | Retaining Wall, Modular Block, Complete | SF | 45 | $ | $ |
| 18. | Retaining Wall, PCC Concrete, Complete | CY | 45 | $ | $ |

| Item No. | Description | Unit | Qty. | Unit Price | Total Price |
|---|---|---|---|---|---|
| 19. | Silt Fence | LF | 50 | $ | $ |
| 20. | Inlet and Pipe Protection | EA | 15 | $ | $ |
| 21. | Restoration, Open-Cut, Complete | LS | 1 | $ | $ |
| 22. | Water Meter Relocation, Complete | LF | 15 | $ | $ |
| 23. | Additional Set-up Boring Length | LF | 25 | $ | $ |
| 24. | Public Water Service, Open-Cut, Copper, Complete, 1" | LF | 33 | $ | $ |
| 25. | Private Water Service, Open-Cut, Copper, Complete, 1" | LF | 33 | $ | $ |
| 26. | Public Service, Open-Cut, HDPE, Complete, 1” | LF | 33 | $ | $ |
| 27. | Private Service, Open-Cut, HDPE, Complete, 1” | LF | 33 | $ | $ |
| 28. | Public Water Service, Open-Cut, Copper, Complete, 1.5” | LF | 33 | $ | $ |
| 29. | Private Water Service, Open-Cut, Copper, Complete, 1.5" | LF | 33 | $ | $ |
| 30. | Public Water Service, Open-Cut, HDPE, Complete, 1.5" | LF | 33 | $ | $ |
| 31. | Private Water Service, Open-Cut, HDPE, Complete, 1.5" | LF | 33 | $ | $ |
| 32. | Public Water Service, Open-Cut, Copper, Complete, 2" | LF | 33 | $ | $ |
| 33. | Private Water Service, Open-Cut, Copper, Complete, 2” | LF | 33 | $ | $ |
| 34. | Public Water Service, Open-Cut, HDPE, Complete, 2” | LF | 33 | $ | $ |
| 35. | Private Water Service, Open-Cut, HDPE, Complete, 2” | LF | 33 | $ | $ |
| 36. | Public Water Service, Bored or Pulled, Copper, Complete, 1.5" | LF | 33 | $ | $ |
| 37. | Private Water Service, Bored or Pulled, Copper, Complete, 1.5” | LF | 33 | $ | $ |
| 38. | Public Water Service, Bored or Pulled, HDPE, Complete, 1” | LF | 33 | $ | $ |
| 39. | Private Water Service, Bored or Pulled, HDPE, Complete, 1” | LF | 33 | $ | $ |
| 40. | Public Water Service, Bored or Pulled, HDPE, Complete, 1.5” | LF | 33 | $ | $ |
| 41. | Private Water Service, Bored or Pulled, HDPE, Complete, 1.5” | LF | 33 | $ | $ |
| 42. | Public Water Service, Bored or Pulled, Copper, Complete, 2" | LF | 33 | $ | $ |
| 43. | Private Water Service, Bored or Pulled, Copper, Complete, 2” | LF | 33 | $ | $ |

| Item No. | Description | Unit | Qty. | Unit Price | Total Price |
|---|---|---|---|---|---|
| 44. | Public Water Service, Bored or Pulled, HDPE, Complete, 2” | LF | 33 | $ | $ |
| 45. | Private Water Service, Bored or Pulled, HDPE, Complete, 2” | LF | 33 | $ | $ |
| 46. | Water Service Casing | LF | 33 | $ | $ |
| 47. | Public Water Service Bored Through Rock, Copper, Complete, 1" with 2" Casing | LF | 33 | $ | $ |
| 48. | Private Water Service Bored Through Rock, Copper, Complete, 1” with 2” Casing | LF | 33 | $ | $ |
| 49. | Public Water Service Bored Through Rock, HDPE, Complete, 1” with 2” Casing | LF | 33 | $ | $ |
| 50. | Private Water Service Bored Through Rock, HDPE, Complete, 1” with 2” Casing | LF | 33 | $ | $ |
| 51. | Public Water Service Bored Through Rock, Copper, Complete, 1.5" with 2" Casing | LF | 33 | $ | $ |
| 52. | Private Water Service Bored Through Rock, Copper, Complete, 1.5” with 2” Casing | LF | 33 | $ | $ |
| 53. | Public Water Service Bored Through Rock, HDPE, Complete, 1.5” with 2” Casing | LF | 33 | $ | $ |
| 54. | Private Water Service Bored Through Rock, HDPE, Complete, 1.5” with 2” Casing | LF | 33 | $ | $ |
| 55. | Public Water Service Bored Through Rock, Copper, Complete, 2" with 3" Casing | LF | 33 | $ | $ |
| 56. | Private Water Service Bored Through Rock, Copper, Complete, 2” with 3” Casing | LF | 33 | $ | $ |
| 57. | Public Water Service Bored Through Rock, HDPE, Complete, 2” with 3” Casing | LF | 33 | $ | $ |
| 58. | Private Water Service Bored Through Rock, HDPE, Complete, 2” with 3” Casing | LF | 33 | $ | $ |
| 59. | Traffic Control and Protection, Special | LS | 1 | $ | $ |
| 60. | Connection to Water Meter (Slab on Grade), Complete | EA | 1 | $ | $ |
| 61. | Brick Pavement, Complete | SY | 10 | $ | $ |
| 62. | Exploratory Excavation, B-Box Service Material Identification | EA | 1 | $ | $ |
| 63. | Exploratory Excavation, Pulling Failure Reconnection | EA | 1 | $ | $ |
| 64. | Additional Service Line Abandonment | EA | 25 | $ | $ |
| 65. | Additional Corporation Stop Abandonment | EA | 20 | $ | $ |
| | **Contingency Estimated Total** | | | **$** | |

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 14th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract. The City of Rockford will request IEPA Loan Funding to fulfill pay applications when submitted by the Contractor. These funds will be provided to the City via Loan Disbursement Requests. Once funding is provided by IEPA, the Contractor pay applications will be paid by the City. There could be delays from time to time in issuing payment to the Contractor while the City waits for loan disbursements to be provided by IEPA.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

**ARTICLE 7 – INTEREST**

7.01 All amounts not paid when due shall bear interest at the rate of 12 percent per annum, unless delay is caused by State in processing and providing funds to Owner. Owner shall not be held responsible for any delays by the State.

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; 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 Contractor; and (3) Contractor's safety precautions and programs.

E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

J. Contractor agrees to provide two (2) water service installation crews for the duration of the project. This shall consist of separate labor, equipment and materials for each individual crew. Failure of the Contractor to provide two water service crews during the project shall be grounds for the denial of any request for contract time extension and the Contractor shall incur liquidated damages per the terms of the Agreement.

K. Contractor acknowledges that payment will not be provided for components of individual service replacement until all outstanding work, including restoration items, has been completed for that service location.

**ARTICLE 9 – CONTRACT DOCUMENTS**

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 9, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. General Conditions (pages 1 to 68, inclusive).
5. Supplemental Conditions (pages 1 to 7, inclusive).
6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings bearing the following general title: Lead Service Line Replacement Phase 8
8. Addenda (numbers ___ to ___, inclusive).
9. IEPA SRF Funding Requirements as submitted by Contractor during Bidding:
    a. Contractor's Bid
    b. 00 45 46.01 - Affirmative Action for Equal Employment Opportunity
    c. 00 45 46.02 - Certification of Nonsegregated Facilities
    d. 00 45 46.03 - Nondiscrimination in Employment Form
    e. 00 45 46.04 - Certification Regarding Debarment, Suspension, and Other Responsibility Matters
    f. 00 45 46.05 - Procedures for Issuing Loans from the Water Pollution Control Loan Program
    g. 00 45 46.06 - Bidder Certification Regarding Compliance with Article 33E Criminal Code of 1961
    h. 00 45 46.07 - Disadvantaged Business Enterprise Participation Specification and Forms
    i. 00 45 46.08 - Build America Buy American Act Certification Form
    j. 00 45 46.09 - Employment of Illinois Workers on Public Works Act Form
    k. 00 45 46.11 - Nondiscrimination Clause
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

**ARTICLE 10 – MISCELLANEOUS**

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, 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 Documents.

10.03 *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.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

| OWNER: | CONTRACTOR: |
|---|---|
| CITY OF ROCKFORD | |
| By: | By: |
| Title: | Title: |
| | *(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)* |
| Attest: | Attest: |
| Title: | Title: |
| Address for giving notices: | Address for giving notices: |
| | |
| | |
| | |
| *(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)* | |

**END SECTION**

**SECTION 00 55 00**

**NOTICE TO PROCEED**

| | | | |
|---|---|---|---|
| Owner: | City of Rockford | Owner's Contract No.: | N/A |
| Contractor: | | Contractor's Project No.: | N/A |
| Engineer: | Fehr Graham | Engineer's Project No.: | 25-1100B |
| Project: | Lead Service Line Replacement Phase 8 | Contract Name: | |
| | | Effective Date of Contract: | |

**TO CONTRACTOR:**

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____, 20____.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is_____.

Before starting any Work at the Site, Contractor must comply with the following:

Owner**:** City of Rockford

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

**END SECTION**

## SECTION 00 61 13.13

## PERFORMANCE BOND FORM

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*: City of Rockford, 425 East State Street, Rockford, Illinois 61104

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*: Lead Service Line Replacement Phase 8

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

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Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

| **CONTRACTOR AS PRINCIPAL** | **SURETY** |
|---|---|
| _____ *(seal)* | _____ *(seal)* |
| Contractor's Name and Corporate Seal | Surety's Name and Corporate Seal |
| **By:** _____ | **By:** _____ |
| Signature | Signature *(attach power of attorney)* |
| _____ | _____ |
| Print Name | Print Name |
| _____ | _____ |
| Title | Title |
| **Attest:** _____ | **Attest:** _____ |
| Signature | Signature |
| _____ | _____ |
| Title | Title |

***Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.***

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

**END SECTION**

## SECTION 00 61 13.16

## PAYMENT BOND FORM

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*: City of Rockford, 425 East State Street, Rockford, Illinois 61104

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*: Lead Service Line Replacement Phase 8

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

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Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

| **CONTRACTOR AS PRINCIPAL** | **SURETY** |
|---|---|
| _____ *(seal)* | _____ *(seal)* |
| Contractor's Name and Corporate Seal | Surety's Name and Corporate Seal |
| **By:** _____ | **By:** _____ |
| Signature | Signature *(attach power of attorney)* |
| _____ | _____ |
| Print Name | Print Name |
| _____ | _____ |
| Title | Title |
| **Attest:** _____ | **Attest:** _____ |
| Signature | Signature |
| _____ | _____ |
| Title | Title |

***Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.***

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

5.1 Claimants who do not have a direct contract with the Contractor,

5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

7.2 Pay or arrange for payment of any undisputed amounts.

7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;

2. The name of the person for whom the labor was done, or materials or equipment furnished;

3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

4. A brief description of the labor, materials, or equipment furnished;

5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

7. The total amount of previous payments received by the Claimant; and

8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

**END SECTION**

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

# Contractor's Application for Payment No. _____

| | | |
|---|---|---|
| | Application Period: | Application Date: |
| To (Owner): | From (Contractor): | Via (Engineer): |
| Project: | Contract: | |
| Owner's Contract No.: | Contractor's Project No.: | Engineer's Project No.: |

**Application For Payment**

**Change Order Summary**

Approved Change Orders

| Number | Additions | Deductions |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTALS | | |
| NET CHANGE BY CHANGE ORDERS | | |

| | |
|---|---|
| **1. ORIGINAL CONTRACT PRICE** | $ _____ |
| **2. Net change by Change Orders** | $ _____ |
| **3. Current Contract Price (Line 1 ± 2)** | $ _____ |
| **4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)** | $ _____ |
| **5. RETAINAGE:** | |
| **a. X _____ Work Completed** | $ _____ |
| **b. X _____ Stored Material** | $ _____ |
| **c. Total Retainage (Line 5.a + Line 5.b)** | $ _____ |
| **6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)** | $ _____ |
| **7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)** | $ _____ |
| **8. AMOUNT DUE THIS APPLICATION** | $ _____ |
| **9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)** | $ _____ |

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor Signature**

| | |
|---|---|
| By: | Date: |

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
Funding or Financing Entity (if applicable) (Date)

**SECTION 00 63 36**

**FIELD ORDER**

**Field Order No.** _____

| | | | |
|---|---|---|---|
| Date of Issuance: | | Effective Date: | |
| Owner: | City of Rockford | Owner's Contract No.: | |
| Contractor: | | Contractor's Project No.: | |
| Engineer: | Fehr Graham | Engineer's Project No.: | 25-1100B |
| Project: | Lead Service Line Replacement Phase 8 | Contract Name: | |

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: _____ _____

Specification(s) Drawing(s) / Detail(s)

Description:

Attachments:

| ISSUED: | RECEIVED: |
|---|---|
| By: _____ | By: _____ |
| Engineer (Authorized Signature) | Contractor (Authorized Signature) |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

Copy to: Owner

**END SECTION**

# SECTION 00 63 49

## WORK CHANGE DIRECTIVE

No. _____

Date of Issuance: _____ Effective Date: _____

| | | |
|---|---|---|
| Project: Lead Service Line Replacement Phase 8 | Owner: City of Rockford | Owner's Contract No.: |
| Contract: | | Date of Contract: |
| Contractor: | | Engineer's Project No.: 25-1100B |

**Contractor is directed to proceed promptly with the following change(s):**

| Item No. | Description |
|---|---|
| | |
| | |
| | |
| | |

**Attachments (list documents supporting change):**

**Purpose for Work Change Directive:**

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

☐ Nonagreement on pricing of proposed change.

☐ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

**Estimated change in Contract Price and Contract Times:**

Contract Price $ _____ (increase/decrease) Contract Time _____ (increase/decrease) days

| | |
|---|---|
| Recommended for Approval by Engineer: | Date |
| Authorized for Owner by: | Date |
| Received for Contractor by: | Date |
| Received by Funding Agency (if applicable): | Date: |

**END SECTION**

# SECTION 00 63 63

## CHANGE ORDER

**Change Order No.** _____

| | | | |
|---|---|---|---|
| Date of Issuance: | | Effective Date: | |
| Owner: | City of Rockford | Owner's Contract No.: | |
| Contractor: | | Contractor's Project No.: | |
| Engineer: | Fehr Graham | Engineer's Project No.: | 25-1100B |
| Project: | Lead Service Line Replacement Phase 8 | Contract Name: | |

The Contract is modified as follows upon execution of this Change Order:
Description:
Attachments:

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIMES |
|---|---|
| Original Contract Price:<br>$_____ | Original Contract Times: _____<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days or dates |
| [Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:<br>$_____ | [Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days |
| Contract Price prior to this Change Order:<br>$_____ | Contract Times prior to this Change Order:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days or dates |
| [Increase] [Decrease] of this Change Order:<br>$_____ | [Increase] [Decrease] of this Change Order:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days or dates |
| Contract Price incorporating this Change Order:<br>$_____ | Contract Times with all approved Change Orders:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days or dates |

| RECOMMENDED: | ACCEPTED: | ACCEPTED: |
|---|---|---|
| By: Fehr Graham | By: City of Rockford | By: _____ |
| Engineer (if required) | Owner (Authorized) | Contractor (Authorized) |
| Title: _____ | Title _____ | Title _____ |
| Date: _____ | Date _____ | Date _____ |

Approved by Funding Agency (if applicable)
By: _____ Date:
Title: _____

**END SECTION**

**SECTION 00 65 16**

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

| | | | |
|---|---|---|---|
| Owner: | City of Rockford | Owner's Contract No.: | |
| Contractor: | | Contractor's Project No.: | |
| Engineer: | Fehr Graham | Engineer's Project No.: | 25-1100B |
| Project: | Lead Service Line Replacement Phase 8 | Contract Name: | |

**This [preliminary] [final] Certificate of Substantial Completion applies to:**

☐ All Work

☐ The following specified portions of the Work:

**Date of Substantial Completion**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities:
☐ None
☐ As follows

Amendments to Contractor's responsibilities:
☐ None
☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

| EXECUTED BY ENGINEER: | | RECEIVED: | | RECEIVED: | |
|---|---|---|---|---|---|
| By: | Fehr Graham<br>(Authorized signature) | By: | City of Rockford<br>Owner (Authorized Signature) | By: | <br>Contractor (Authorized |
| Title: | | Title: | | Title: | |
| Date: | | Date: | | Date: | |

**END SECTION**

**SECTION 00 72 00**

**GENERAL CONDITIONS**

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**ARTICLE 1 – DEFINITIONS AND TERMINOLOGY**

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance

with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce

such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

**ARTICLE 2 – PRELIMINARY MATTERS**

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

**ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to

applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3)

other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

**ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

**ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party

indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

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

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
    c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

    d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

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

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period

specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
2. claims for damages insured by reasonably available personal injury liability coverage.
3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:
   a. Such insurance shall be maintained for three years after final payment.
   b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Broad form property damage coverage.
4. Severability of interest.
5. Underground, explosion, and collapse coverage.
6. Personal injury coverage.
7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary

Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

8. allow for the waiver of the insurer's subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities

identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

**ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

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

7.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will perform Work on Saturday at the Owner's discretion. Contractor will not perform Work on a Sunday or any legal holidays. Contractor may perform Work outside regular working hours or on Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function,

appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted,

Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    a. in the exercise of reasonable judgment Engineer determines that:
        1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
        2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
        3) it has a proven record of performance and availability of responsive service; and
        4) it is not objectionable to Owner.
    b. Contractor certifies that, if approved and incorporated into the Work:
        1) there will be no increase in cost to the Owner or increase in Contract Times; and
        2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design,

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from that specified, and

2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute

item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of

substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

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

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and

other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent

act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

**ARTICLE 8 – OTHER WORK AT THE SITE**

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

**ARTICLE 9 – OWNER'S RESPONSIBILITIES**

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

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

10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

**ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical

matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to

Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any

time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

**ARTICLE 12 – CLAIMS**

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and

binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

**ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

   c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

   d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

   e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

   f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

   g. The cost of utilities, fuel, and sanitary facilities at the Site.

   h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

   i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general

administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

**ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require 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, or both, directly attributable to such uncovering, exposure, observation, inspection, testing,

replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

**ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

   d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

   e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

   a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. the Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. the Contract Price has been reduced by Change Orders;

i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately

functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all disputes that Contractor believes are unsettled; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;
2. correct such defective Work;
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

**ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION**

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price

or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their

reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

**ARTICLE 17 – FINAL RESOLUTION OF DISPUTES**

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

**ARTICLE 18 – MISCELLANEOUS**

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

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

**END SECTION**

# SECTION 00 73 00

# SUPPLEMENTARY CONDITIONS

## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 1.01 *Defined Terms*

SC-1.01.A.8 Add the following language at the end of the last sentence of paragraph 1.01.A.8:

The Change Order form to be used on this Project is EJCDC C-941.

SC-1.01.A.20 Delete paragraph 1.01.A.20 in its entirety and insert the following in its place:

*Engineer* – Fehr Graham

SC-1.01.A.28 Delete paragraph 1.01.A.28 in its entirety and insert the following in its place:

*Owner* – City of Rockford

SC-1.01A.32 Delete paragraph 1.01.A.32 in its entirety and insert the following in its place:

*Resident Project Representative* – Fehr Graham

SC-1.01.A.48 Add the following language at the end of the last sentence of paragraph 1.01.A.48:

A Work Change Directive cannot change Contract Price or Contract Times without a subsequent Change Order.

SC-1.01.A.49 Add the following new paragraph after paragraph 1.01.A.48:

*Abnormal Weather Conditions* – Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.

## ARTICLE 2 – PRELIMINARY MATTERS

2.01 *2.06* *Electronic Transmittals*

SC-2.06.B Delete paragraph 2.06.B and replace it with the term [Deleted].

## ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *4.01* *Commencement of Contract Times; Notice to Proceed*

SC-4.01.A Amend the last sentence of paragraph 4.01.A by striking out the following words:

In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *4.05* *Delays in Contractor's Progress*

SC-4.05.C.2 Amend paragraph 4.05.C.2 by striking out the following text: "abnormal weather conditions;" and inserting the following text:

Abnormal Weather Conditions

**ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

5.01 *5.03 Subsurface and Physical Conditions*

SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

5.02 *5.06 Hazardous Environmental Conditions*

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

**ARTICLE 6 – BONDS AND INSURANCE**

6.01 *6.03 Contractor's Insurance*

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

| | |
|---|---|
| State: | Statutory |
| Federal, if applicable (e.g., Longshoreman's): | Statutory |

Employer's Liability:

| | |
|---|---|
| Bodily injury, each accident | $ 1,000,000 |
| Bodily injury by disease, each employee | $ 1,000,000 |
| Bodily injury/disease aggregate | $ 1,000,000 |

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

| | |
|---|---|
| General Aggregate | $ 2,000,000 |
| Products - Completed Operations Aggregate | $ 2,000,000 |
| Personal and Advertising Injury | $ 1,000,000 |

Each Occurrence (Bodily Injury and Property Damage) $ 1,000,000

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Each person $ 1,000,000

Each accident $ 1,000,000

Property Damage:

Each accident $ 1,000,000

*[or]*

Combined Single Limit of $ 1,000,000

4. Excess or Umbrella Liability:

Per Occurrence $ 5,000,000

General Aggregate $ 5,000,000

5. Contractor's Pollution Liability:

Each Occurrence $ _____

General Aggregate $ _____

☒ If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds:

a. Fehr Graham & Associates, LLC

b. City of Rockford

**ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

7.04 *"Or Equals"*

SC 7.04.A Amend the third sentence of paragraph 7.04.A by striking out the following words:

Unless the specification or description contains or is followed by words reading that no like, equivalent, or 'or-equal' item is permitted.

7.06 *Concerning Subcontractors, Suppliers, and Others*

SC 7.06.A Amend paragraph 7.06.A by adding the following text to the end of the paragraph:

The Contractor shall not award work valued at more than fifty percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

7.09 *Taxes*

SC 7.09 Add a new paragraph immediately after Paragraph 7.09.A:

B. Owner is exempt from payment of sales and compensating use taxes of the State of Illinois and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

10.03 *Project Representative*

SC-10.03 Add the following new paragraphs immediately after paragraph 10.03.A:

B. 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.

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. Reports:

a. Furnish to Engineer weekly 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.

12. 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.

13. 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.

14. 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. vise 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.

**ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

13.02 *Allowances*

SC 13.02.C Delete Paragraph 13.02.C in its entirety and insert the following in its place:

[Deleted]

**ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

15.01 *Progress Payments*

SC 15.01.B.3 Add the following language at the end of paragraph 15.01.B.3:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

SC 15.01.B.4 Add the following new Paragraph after Paragraph 15.01.B.3:

The Application for Payment form to be used on this Project is Section 00 62 76 Application for Payment. Engineer will provide an electronic version of this section for the Contractor's use.

SC 15.01.D.1 Amend Paragraph 15.01.D.1 by striking out the following text: "Ten" and insert "Sixty".

Should IEPA loan disbursements to the City extend beyond 60 days, payment to the Contractor shall not be due at 60 days. Payment will become due to the Contractor within 10 days of receipt of IEPA Loan Disbursement dollars by the City.

15.02 *Contractor's Warranty of Title*

SC 15.02.A Amend Paragraph 15.02.A by striking out the following text: "no later than seven days after the time of payment by Owner" and insert "no later than the time of payment by Owner."

15.03 *Substantial Completion*

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are

unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

**END SECTION**

# SECTION 00 73 46

# PREVAILING WAGE RATES

## ARTICLE 1 – GENERAL

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. Although the City of Rockford General Bidding Conditions require compliance with the Illinois Prevailing Wage Act, this bid only requires compliance with the Federal Davis-Bacon Act Prevailing Wage requirements. 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 than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)1(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

(ii)(A) The sub recipient, on behalf of USEPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The USEPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the subrecipient to IEPA. IEPA will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify or disapprove every additional classification action within 30 days of receipt and will so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding, the sub recipient shall upon written request of the USEPA Award Official or 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 (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

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

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from IEPA. Such documentation shall be available on request of IEPA or USEPA. As to each payroll copy received, the sub recipient shall provide written confirmation indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls 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 the weekly payrolls. 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). Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient for transmission to IEPA or USEPA, if requested, for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient.

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete.

(2) That each laborer and 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, available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site, 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 or IEPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees –

(i) Apprentices. Apprentices will be permitted to work at less than predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on

the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the USEPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

(10) Certification of eligibility.

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

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

4. Contract Provision for Contracts in Excess of $100,000

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of the section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFF 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clauses set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 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, upon written request of the USEPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, form any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract su7bject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that 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 IEPA, USEPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from USEPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the sub recipient must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors and subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the sub recipient must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S. Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the USEPA DB contact listed above and to the appropriated DOL Wage and Hour District Office listed at http://www.dol.gov/whd".

"General Decision Number: IL20250001 08/15/2025

**City of Rockford**

**Lead Service Line Replacement Project**

**IEPA L17-7046**

Superseded General Decision Number: IL20240001

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| | |
|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | • Executive Order 14026 generally applies to the contract.<br>• The contractor must pay all covered workers at least $17.75 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 2025. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is renewed or extended on or after January 30, 2022: | • Executive Order 13658 generally applies to the contract.<br>• The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate |

| | |
|---|---|
| | listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/03/2025
1 01/10/2025
2 02/14/2025
3 02/21/2025
4 03/07/2025
5 03/14/2025
6 03/21/2025
7 03/28/2025
8 04/04/2025
9 04/18/2025
10 05/23/2025
11 06/13/2025
12 06/20/2025
13 06/27/2025
14 07/04/2025
15 07/11/2025
16 07/18/2025
17 07/25/2025
18 08/15/2025

ASBE0017-003 06/01/2024

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.....$ 55.02 35.75
Fire Stop Technician.....$ 44.02 32.76
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.....$ 41.27 32.76
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ASBE0017-007 06/01/2024

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.....$ 45.91 33.45
Fire Stop Technician.....$ 36.73 31.21
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.....$ 34.43 31.21
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ASBE0019-003 06/01/2024

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).....$ 43.48 37.50
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ASBE0081-002 06/01/2024

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) | $ 34.21 | 24.15 |

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BOIL0001-004 05/01/2024

BOONE, DE KALB, & WINNEBAGO COUNTIES

| | Rates | Fringes |
|---|---|---|
| BOILERMAKER | $ 53.10 | 9.5%+33.50 |

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BOIL0060-001 01/01/2025

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 | $ 45.23 | 32.76 |

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BOIL0363-003 01/01/2025

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

| | Rates | Fringes |
|---|---|---|
| BOILERMAKER | $ 45.50 | 35.30 |

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BRIL0006-001 06/01/2019

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

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER | $ 40.20 | 23.59 |

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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 |

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BRIL0006-004 06/01/2019

MERCER and ROCK ISLAND COUNTIES

| | Rates | Fringes |
|---|---|---|
| Bricklayer, Caulker, Cleaner, Pointer & Stonemason | $ 29.51 | 20.35 |

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BRIL0006-005 06/01/2019

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

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER | $ 35.01 | 23.14 |

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BRIL0006-008 06/01/2016

MCLEAN COUNTY

| | Rates | Fringes |
|---|---|---|
| Bricklayer, Caulker, Cleaner, Pointer & Stonemason | $ 30.59 | 23.19 |

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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
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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
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BRIL0006-018 06/01/2019

BOONE COUNTY

Rates Fringes

Bricklayer, Caulker, Cleaner,
Pointer & Stonemason.....$ 43.80 27.23
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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
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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
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BRIL0006-026 06/01/2019

MERCER & ROCK ISLAND COUNTIES

Rates Fringes

Marble & Tile Setter and

Terrazzo Worker.....$ 25.78 19.40

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BRIL0008-002 05/01/2019

RANDOLPH COUNTY

Rates Fringes

Bricklayer, Caulker, Cleaner,
Pointer & Stonemason.....$ 30.79 21.69

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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

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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

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BRIL0008-009 05/01/2020

MORGAN AND SCOTT COUNTIES

Rates Fringes

Cement Mason/Plasterer.....$ 31.91 21.93

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BRIL0008-010 05/01/2020

LOGAN, MASON, and MENARD COUNTIES

Rates Fringes

Bricklayer, Caulker, Cleaner,

Pointer & Stonemason.....$ 33.49 24.93

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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 |

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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 |

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BRIL0008-029 05/01/2019

RANDOLPH COUNTY

| | Rates | Fringes |
|---|---|---|
| Marble Finisher, terrazzo finisher and tile finisher | $ 29.75 | 20.23 |

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BRIL0021-005 06/01/2018

DE KALB COUNTY

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER (including Cement Mason) | $ 46.19 | 29.74 |

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CARP0004-008 05/01/2025

HENDERSON, HENRY, MERCER, AND ROCK ISLAND COUNTIES

| | Rates | Fringes |
|---|---|---|

CARPENTER (Carpenters,
Lathers, Carpet, Linoleum,
and Soft Tile Layers).....$ 34.25 29.53

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CARP0174-004 06/01/2025

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

| | Rates | Fringes |
|---|---|---|
| CARPENTER..... | $ 39.00 | 37.45 |

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CARP0237-004 05/01/2021

FULTON AND MASON COUNTIES

| | Rates | Fringes |
|---|---|---|
| Carpenter/Lather..... | $ 34.30 | 29.94 |

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CARP0237-009 05/01/2021

KNOX COUNTY

| | Rates | Fringes |
|---|---|---|
| Carpenter/Lather..... | $ 34.30 | 29.94 |
| Piledriver..... | $ 35.30 | 29.94 |

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CARP0237-015 05/15/2020

WOODFORD COUNTY

| | Rates | Fringes |
|---|---|---|
| Carpenter/Lather..... | $ 33.58 | 29.10 |
| Piledriver..... | $ 34.58 | 29.10 |

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CARP0237-020 05/15/2020

| | Rates | Fringes |
|---|---|---|
| Carpenter/Lather..... | $ 33.57 | 29.10 |
| Piledriver..... | $ 34.57 | 29.10 |

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CARP0270-001 05/01/2019

MENARD COUNTY

| | Rates | Fringes |
|---|---|---|

Carpenter/Lather.....$ 32.83 27.45
Piledriver.....$ 33.83 27.45
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CARP0270-006 05/01/2017

ADAMS COUNTY

Rates Fringes

Carpenter/Lather.....$ 31.39 25.99
Piledriver.....$ 32.39 25.99
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CARP0270-009 05/15/2020

HANCOCK, MCDONOUGH, AND WARREN COUNTIES

Rates Fringes

Carpenter/Lather.....$ 34.14 28.60
Piledriver.....$ 35.14 28.60
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CARP0270-013 05/15/2020

MACOUPIN AND MONTGOMERY COUNTIES

Rates Fringes

Carpenter/Lather.....$ 33.36 28.60
Piledriver.....$ 34.36 28.60
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CARP0270-020 05/15/2020

LOGAN COUNTY

Rates Fringes

Carpenter/Lather.....$ 34.10 28.60
Piledriver.....$ 35.10 28.60
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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
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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 |

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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) | | |

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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 |

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CARP0790-001 06/01/2025

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

| | Rates | Fringes |
|---|---|---|
| Carpenter/Lather | | |
| Carroll, Jo Daviess, Lee (West of Brooklyn Road), Ogle (Remainder of Southern Half), Stephenson, and Whiteside | $ 42.14 | 37.12 |
| DeKalb, Lee (East of Brooklyn Road), Ogle (Territory within IL Route 72, Meridian Road & the southern Ogle County Line) | $ 50.41 | 38.53 |

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CARP0792-001 06/01/2025

BOONE, OGLE (Northern Half), and WINNEBAGO COUNTIES

| | Rates | Fringes |
|---|---|---|
| Carpenter, Lather, Soft Floor Layer | $ 47.25 | 37.87 |

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CARP1051-001 05/15/2020

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

| | Rates | Fringes |
|---|---|---|
| MILLWRIGHT | $ 33.06 | 29.97 |

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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 |

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CARP1051-007 05/15/2020

LIVINGSTON AND MCLEAN COUNTIES

| | Rates | Fringes |
|---|---|---|
| MILLWRIGHT | $ 33.06 | 30.04 |

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CARP2158-001 06/01/2025

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 | $ 39.31 | 29.84 |
| ZONE 3: Boone, Jo Daviess, Ogle, Stephenson, and Winnebago Counties | $ 51.81 | 32.69 |
| ZONE 5: Bureau, DeKalb, La Salle, Lee, Marshall, Putnam, Rock Island (West), Stark, and Whiteside Counties | $ 51.09 | 33.61 |

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ELEC0034-001 06/01/2022

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

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 39.50 | 24.28 |

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ELEC0034-002 06/01/2022

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 | $ 38.32 | 24.24 |

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ELEC0034-003 03/01/2023

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

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 35.00 | 20.67 |

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ELEC0034-005 03/01/2022

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 | $ 39.50 | 24.24 |

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ELEC0034-014 09/01/2024

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) COUNITES

| | Rates | Fringes |
|---|---|---|
| ELECTRICAL LOW VOLTAGE WIRING INSTALLER<br>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.....$ 34.59 23.31

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* ELEC0145-002 06/02/2025

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

| | Rates | Fringes |
|---|---|---|
| CABLE SPLICER | $ 47.00 | 28.64 |
| ELECTRICIAN | $ 46.00 | 28.56 |

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ELEC0176-002 06/01/2023

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 | $ 50.45 | 44.96 |

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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 |

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ELEC0193-001 06/03/2024

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 | $ 39.80 | 5%+21.09 |

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ELEC0193-012 09/01/2024

BUILDING

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

| | Rates | Fringes |
|---|---|---|
| ELECTRICAL LOW VOLTAGE WIRING INSTALLER<br>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 | $ 36.99 | 3%+19.80 |

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ELEC0197-001 06/01/2024

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

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 43.86 | 23.72 |

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ELEC0197-007 06/01/2025

BUILDING

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

| | Rates | Fringes |
|---|---|---|
| ELECTRICAL LOW VOLTAGE WIRING INSTALLER<br>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 | $ 38.01 | 19.89 |

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ELEC0309-001 03/03/2025

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.....$ 49.67 55.59%+1.36

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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 |

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ELEC0364-001 06/02/2025

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, & Hahnaman TWPS), AND WINNEBAGO COUNTIES

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 62.61 | 43.96 |

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ELEC0461-001 06/02/2025

DE KALB COUNTY (Sandwich TWP)

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 60.17 | 43.50 |

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ELEC0461-004 11/04/2024

DE KALB COUNTY (Sandwich Twp)

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN (ELECTRICAL TECHNICIAN) | $ 47.11 | 36.64 |

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.

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ELEC0538-007 09/01/2024

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.....$ 38.88 19.02

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ELEC0601-003 06/01/2025

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 | $ 48.10 | 22.27 |

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ELEC0601-010 09/01/2024

BUILDING

CHAMPAIGN, DEWITT (Northeast side), DOUGLAS (Northeast side), FORD (Southside), IROQUIOS (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 | $ 36.25 | 21.65 |

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.

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ELEC0649-001 01/02/2023

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

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 47.43 | 26.16 |

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ELEC0649-007 09/01/2024

BUILDING

CALHOUN, GREENE, JERSEY, MADISON (Northwest side), MACOUPIN (Southwest 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 | $ 36.91 | 20.99 |

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ELEC0702-007 01/01/2025

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

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 52.14 | 29.14 |

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ELEC0702-016 09/01/2020

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 | $ 36.43 | 14.93 |

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.

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ELEC0704-002 06/01/2024

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

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 40.35 | 4%+18.15 |

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ELEV0003-005 01/01/2025

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

| | Rates | Fringes |
|---|---|---|
| ELEVATOR MECHANIC | $ 62.73 | 38.435+a+b |

FOOTNOTES:

a) Employer contributes 8% of regular basic hourly rate as 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.

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ELEV0033-003 01/01/2025

BUREAU, HENRY, MERCER, ROCK ISLAND and WHITESIDE COUNTIES

| | Rates | Fringes |
|---|---|---|
| ELEVATOR MECHANIC | $ 56.30 | 38.435+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.

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ELEV0055-003 01/01/2025

ADAMS, BROWN, CASS, FULTON, HANCOCK, HENDERSON, KNOX, LA SALLE, LIVINGSTON, LOGAN, MARSHALL. MASON, MCDONOUGH, MCLEAN, MENARD, MERCER, MORGAN, PIKE, PUTNAM, SCHUYLER, SCOTT, STARK, WARREN and WOODFORD COUNTIES

| | Rates | Fringes |
|---|---|---|

ELEVATOR MECHANIC.....$ 57.99 38.435+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

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ELEV0132-002 01/01/2025

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

| | Rates | Fringes |
|---|---|---|
| ELEVATOR MECHANIC | $ 65.17 | 38.435+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.

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* ENGI0150-003 06/01/2025

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

| | Rates | Fringes |
|---|---|---|
| OPERATOR: Power Equipment | | |
| GROUP 1 | $ 56.75 | 51.05 |
| GROUP 2 | $ 56.05 | 51.05 |
| GROUP 3 | $ 53.60 | 51.05 |
| GROUP 4 | $ 51.60 | 51.05 |

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 amd Skid Rig*; Post Hole Digger; Pre- Stress Machine; Pump Cretes Dual Ram(Requiring frequent Lubrication and Water); Pump Cretes; Squeeze Cretes-Screw Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole Drill*; Roto Mill Grinder (36"" and Over)*; Roto Mill Grinder (Less Than 36"")*; Scoops-Tractor Drawn; Slip-Form Paver*; Straddle Buggies; Tournapull; Tractor with Boom, and Side Boom; and Trenching Machines*.

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

GROUP 3: Air Compressor-Small 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.

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* ENGI0150-005 06/01/2024

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 | $ 59.00 | 49.20 |
| Group 2 | $ 57.70 | 49.20 |
| Group 3 | $ 55.15 | 49.20 |
| Group 4 | $ 53.40 | 49.20 |

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

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ENGI0150-019 06/01/2025

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 | $ 43.50 | 41.25 |
| GROUP 2 | $ 41.50 | 41.25 |
| GROUP 3 | $ 38.85 | 41.25 |
| GROUP 4 | $ 37.80 | 41.25 |

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).

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ENGI0520-001 08/01/2024

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

| | Rates | Fringes |
|---|---|---|
| POWER EQUIPMENT OPERATOR | | |
| Group 01 | $ 46.65 | 36.90 |
| Group 02 | $ 45.52 | 36.90 |
| Group 03 | $ 41.04 | 36.90 |
| Group 04 | $ 41.10 | 36.90 |
| Group 05 | $ 42.95 | 34.95 |
| Group 06 | $ 49.20 | 36.90 |

| | | |
|---|---|---|
| Group 07 | $ 49.50 | 36.90 |
| Group 08 | $ 49.80 | 36.90 |
| Group 09 | $ 50.45 | 36.90 |
| Group 10 | $ 45.25 | 34.95 |
| Group 11 | $ 48.65 | 36.90 |
| Group 12 | $ 49.65 | 36.90 |

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 ofbidwells, 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 sings used for traffic control, micro pavers, log skiders, 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, (dewateringjobs, 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

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ENGI0649-001 04/01/2025

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 | $ 47.79 | 43.42 |
| Group 2 | $ 44.09 | 43.42 |
| Group 3 | $ 38.03 | 43.42 |

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; Tuneluger; 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 attahments; 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

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ENGI0965-001 05/01/2023

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

| | Rates | Fringes |
|---|---|---|
| POWER EQUIPMENT OPERATOR | | |
| Group 1 | $ 40.71 | 28.75 |
| Group 2 | $ 38.18 | 28.75 |
| Group 3 | $ 34.30 | 28.75 |
| Group 4 | $ 42.32 | 28.75 |

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 repiratory, 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 contrete; Athey loaders; Cableways; Cherry Picker; Clam Shell; C.M.I. & Similar Type Autograde Formless Paver, Autgrade 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 wraper & 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.

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IRON0046-004 05/01/2024

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..... | $ 36.20 | 31.35 |

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* IRON0111-003 07/01/2025

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 | $ 38.25 | 32.28 |

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IRON0112-001 05/01/2025

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 |
|---|---|---|
| IRONWORKER | $ 39.24 | 33.88 |

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IRON0380-002 05/01/2024

MCLEAN COUNTY (Eastern half)

| | Rates | Fringes |
|---|---|---|
| IRONWORKER | $ 37.71 | 29.65 |

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IRON0392-001 08/01/2024

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

| | Rates | Fringes |
|---|---|---|
| IRONWORKER | $ 41.65 | 31.18 |

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IRON0393-001 06/01/2021

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

| | Rates | Fringes |
|---|---|---|
| IRONWORKER | $ 48.83 | 39.84 |

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IRON0444-003 06/01/2022

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

| | Rates | Fringes |
|---|---|---|
| IRONWORKER | $ 45.50 | 38.90 |

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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 |

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IRON0577-007 06/01/2024

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 | $ 34.05 | 25.30 |

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LABO0032-005 05/01/2024

DEKALB and WINNEBAGO COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER | $ 41.34 | 33.11 |

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

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LABO0100-004 08/01/2024

CLINTON COUNTY (Northwest)

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| Group 1 | $ 35.38 | 29.35 |
| Group 2 | $ 35.88 | 29.35 |
| Group 3 | $ 36.88 | 29.35 |

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

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

GROUP 3- Dynamite Man

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LABO0149-003 06/01/2022

BOONE COUNTY

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| GROUP 1 | $ 47.40 | 33.16 |
| GROUP 2 | $ 47.75 | 33.16 |
| GROUP 3 | $ 47.40 | 33.16 |
| GROUP 4 | $ 47.75 | 33.16 |
| GROUP 5 | $ 47.75 | 33.16 |
| GROUP 6 | $ 48.10 | 33.16 |
| GROUP 7 | $ 48.10 | 33.16 |
| GROUP 8 | $ 47.80 | 33.16 |

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

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LABO0196-001 08/01/2024

MONROE COUNTY

| | Rates | Fringes |
|---|---|---|
| LABORERS | | |
| Group 1 | $ 32.81 | 31.92 |
| Group 2 | $ 33.31 | 31.92 |
| Group 3 | $ 34.31 | 31.92 |

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

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

GROUP 3 - Dynamite Man and Powder Man

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LABO0218-003 08/01/2022

Calhoun, Greene, and Jersey Counties

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| Group 1 | $ 32.84 | 27.89 |
| Group 2 | $ 33.34 | 27.89 |
| Group 3 | $ 34.34 | 27.89 |

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

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

GROUP 3 - Dynamite Man and Powder Man

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LABO0231-004 05/01/2024

HANCOCK and MCDONOUGH COUNTIES

| | Rates | Fringes |
|---|---|---|
| ASBESTOS ABATEMENT WORKER | $ 35.25 | 28.34 |
| LABORER | $ 33.00 | 28.34 |

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LABO0231-007 05/01/2024

ADAMS COUNTY

| | Rates | Fringes |
|---|---|---|
| ASBESTOS ABATEMENT WORKER | $ 33.38 | 25.06 |
| LABORER | $ 31.13 | 25.06 |

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LABO0231-010 05/01/2024

BUILDING

BROWN, MASON, PIKE, AND SCHUYLER COUNTIES

| | Rates | Fringes |
|---|---|---|
| ASBESTOS ABATEMENT WORKER | $ 33.95 | 27.28 |
| LABORER | $ 31.70 | 27.28 |

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LABO0231-012 05/01/2024

FULTON COUNTY

| | Rates | Fringes |
|---|---|---|
| LABORER | $ 34.00 | 30.04 |

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LABO0309-002 05/01/2024

MERCER and ROCK ISLAND COUNTIES

| | Rates | Fringes |
|---|---|---|

LABORERS

| | | |
|---|---|---|
| GROUP 1 | $ 28.56 | 24.10 |
| GROUP 2 | $ 30.06 | 24.10 |
| GROUP 3 | $ 30.71 | 24.10 |

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, Scafford 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

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LABO0338-003 08/01/2024

Macoupin County

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| Group 1 | $ 34.14 | 30.59 |
| Group 2 | $ 34.64 | 30.59 |
| Group 3 | $ 35.64 | 30.59 |

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

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

GROUP 3 - Dynamite Man and Powder Man

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LABO0362-002 05/01/2024

MCLEAN COUNTY

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| Asbestos Abatement Worker | $ 37.14 | 28.49 |
| General Laborer | $ 35.14 | 28.49 |

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LABO0393-001 05/01/2025

BUREAU, LA SALLE, and PUTNAM COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| Group 1 | $ 40.54 | 32.42 |
| Group 2 | $ 40.54 | 32.42 |
| Group 3 | $ 40.54 | 32.42 |
| Group 4 | $ 41.54 | 32.42 |
| Group 5 | $ 42.54 | 32.42 |

LABORER CLASSIFICATIONS

GROUP 1: UNSKILLED - All classifications not listed below

GROUP 2: SEMI-SKILLED - Handling of materials treated with oil, creosote, asphalt and/or foriegn 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

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LABO0459-003 08/01/2024

RANDOLPH and WASHINGTON COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORERS | | |
| Group 1 | $ 34.14 | 30.59 |
| Group 2 | $ 34.64 | 30.59 |
| Group 3 | $ 35.64 | 30.59 |

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

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

GROUP 3 - Dynamite Man

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LABO0477-001 05/01/2024

MENARD COUNTY

| | Rates | Fringes |
|---|---|---|
| LABORERS | | |
| Asbestos Abatement Worker | $ 35.90 | 29.26 |
| General Laborer | $ 32.90 | 29.26 |

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LABO0477-006 05/01/2024

LOGAN COUNTY

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| Asbestos Abatement Worker | $ 35.92 | 29.26 |
| General Laborer | $ 32.92 | 29.26 |

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LABO0477-007 04/01/2024

CASS, MORGAN, AND SCOTT COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| Asbestos Abatement Worker | $ 33.49 | 29.26 |
| General Laborer | $ 30.49 | 29.26 |

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LABO0538-002 05/01/2024

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

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| Dynamite Men; Asbestos Abatement Laborer; and Hazardous Waste Worker | $ 37.66 | 27.80 |
| General Laborer | $ 35.66 | 27.80 |

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LABO0581-001 08/01/2024

CLINTON COUNTY (Northeast)

| | Rates | Fringes |
|---|---|---|

LABORERS
Group 1.....$ 31.00 33.73
Group 2.....$ 31.50 33.73
Group 3.....$ 32.50 33.73

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

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

GROUP 3 - Dynamite Man and Powder Man

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LABO0622-001 08/01/2024

BOND COUNTY (Northside)

Rates Fringes

LABORERS
Group 1.....$ 29.65 35.08
Group 2.....$ 30.15 35.08
Group 3.....$ 31.15 35.08

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

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

GROUP 3 - Dynamite Man

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LABO0622-003 08/01/2024

BOND COUNTY (Except the Northside)

Rates Fringes

LABORERS
GROUP 1.....$ 29.65 35.08
GROUP 2.....$ 30.15 35.08
GROUP 3.....$ 31.15 35.08

LABORER CLASSIFICATIONS

GROUP 1 - General Laborer

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

GROUP 3 - Dynamite Man

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LABO0727-001 05/01/2024

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

| | Rates | Fringes |
|---|---|---|
| LABORER | $ 40.47 | 34.05 |

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; Ashpalt 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; Stee; Form Setter (street & hwy); Air Tamping Hammermen; Signal Man on Crane; Concrete Saw Operator; Screedman on Aspahlt Pavers; Tending Masons with Hot Material or where Foreign Materials are used; Mortar Mixer Operator; Multiple Cconcrete 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.

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LABO0742-002 08/01/2022

CLINTON COUNTY (Southwest)

| | Rates | Fringes |
|---|---|---|
| LABORERS | | |
| Group 1 | $ 29.26 | 31.47 |
| Group 2 | $ 29.76 | 31.47 |
| Group 3 | $ 30.76 | 31.47 |

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

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

GROUP 3 - Dynamite Man

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LABO0996-002 05/01/2024

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

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| GROUP 1 | $ 36.59 | 27.04 |
| GROUP 2 | $ 38.59 | 27.04 |

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, cloride, 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

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LABO1084-001 08/01/2024

BOND (Sorento) and MONTGOMERY COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORERS | | |
| Group 1 | $ 32.41 | 32.32 |
| Group 2 | $ 32.91 | 32.32 |
| Group 3 | $ 33.91 | 32.32 |

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

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

GROUP 3 - Dynamite Man

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PAIN0030-001 06/01/2024

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

| | Rates | Fringes |
|---|---|---|
| PAINTER | | |
| Brush, Drywall Taper/Finisher, Sandblaster, and Spray | $ 53.05 | 27.63 |

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PAIN0030-004 06/01/2024

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

| | Rates | Fringes |
|---|---|---|
| PAINTER | | |
| Brush, Roller, Spray, Sandblasting, Paperhanger, Drywall Finishing, Taper, and Spray Structural Steel | $ 45.15 | 29.41 |

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PAIN0030-010 06/01/2023

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

| | Rates | Fringes |
|---|---|---|
| PAINTER | | |
| Brush, Roller, Pressure | | |

Roller, Spray, Airless
Spray, Sandblasting,
Taper, Drywall
Taper/Finisher, Structural
Steel, and Bridges.....$ 40.00 26.90

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PAIN0032-005 09/01/2021

RANDOLPH COUNTY

| | Rates | Fringes |
|---|---|---|
| PAINTER | $ 31.21 | 18.78 |

Epoxy or Toxic-Lead-Based Paint Work-$1.00 Premimum

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PAIN0058-001 05/01/2017

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

| | Rates | Fringes |
|---|---|---|
| PAINTER | $ 31.25 | 17.12 |

Epoxy or Toxic-Lead-Based Paint Work-$1.00 Premimum

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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 Premimum

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

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PAIN0157-001 06/01/2023

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

| | Rates | Fringes |
|---|---|---|

PAINTER
Brush, Spray, Pressure
Roller, Sandblasting,
Bridges, & New Structural
Steel Work.....$ 40.00 26.90
---
PAIN0157-008 05/01/2024

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

Rates Fringes

GLAZIER.....$ 39.74 27.78
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PAIN0513-003 11/01/2023

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

Rates Fringes

GLAZIER.....$ 43.32 25.43
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PAIN0581-001 05/01/2025

Rates Fringes

GLAZIER
SECTOR ONE: HENRY, KNOX,
MERCER, AND ROCK ISLAND
COUNTIES.....$ 35.37 21.80
SECTOR TWO: CARROLL,
HENDERSON, JO DAVIESS,
WARREN, AND WHITESIDE
COUNTIES.....$ 33.37 21.80
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PAIN0607-001 04/01/2025

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

Rates Fringes

GLAZIER.....$ 48.28 28.50
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PAIN1168-001 05/01/2024

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

| | Rates | Fringes |
|---|---|---|
| GLAZIER | $ 39.77 | 22.73 |

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PAIN1178-002 06/01/2022

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

| | Rates | Fringes |
|---|---|---|
| PAINTER | | |
| Brush and Roller | $ 30.00 | 17.37 |
| Spray, Structural Steel, & Sandblasting | $ 30.50 | 17.37 |

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PLAS0011-004 06/01/2023

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

| | Rates | Fringes |
|---|---|---|
| CEMENT MASON/CONCRETE FINISHER | $ 38.48 | 38.77 |
| PLASTERER | $ 38.98 | 36.58 |

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PLAS0011-009 06/01/2023

DE KALB COUNTY

| | Rates | Fringes |
|---|---|---|
| CEMENT MASON/CONCRETE FINISHER | $ 50.70 | 40.60 |

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PLAS0011-010 06/01/2023

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 | $ 40.50 | 33.54 |

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PLAS0011-015 06/01/2023

BOONE COUNTY

| | Rates | Fringes |
|---|---|---|
| CEMENT MASON/CONCRETE FINISHER | $ 41.03 | 36.39 |
| PLASTERER | $ 37.90 | 37.66 |

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PLAS0011-019 06/01/2023

WINNEBAGO COUNTY

| | Rates | Fringes |
|---|---|---|
| CEMENT MASON/CONCRETE FINISHER | $ 41.03 | 36.39 |
| PLASTERER | $ 37.90 | 37.66 |

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PLAS0018-002 05/01/2023

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

| | Rates | Fringes |
|---|---|---|
| CEMENT MASON/CONCRETE FINISHER | $ 31.80 | 26.89 |
| PLASTERER | $ 35.41 | 27.31 |

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PLAS0018-005 06/01/2023

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

| | Rates | Fringes |
|---|---|---|
| PLASTERER | $ 34.00 | 21.76 |

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PLAS0018-008 05/01/2017

HENDERSON COUNTY (Southern Half)

| | Rates | Fringes |
|---|---|---|
| PLASTERER | $ 28.51 | 21.93 |

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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 |

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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 |

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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 |

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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 |

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PLAS0018-030 05/01/2017

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

| | Rates | Fringes |
|---|---|---|

PLASTERER.....$ 29.14 20.42
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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 |

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PLAS0090-002 08/01/2024

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 | $ 39.00 | 30.60 |
| PLASTERER | $ 37.30 | 24.75 |

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PLAS0143-016 04/01/2019

RANDOLPH and WASHINGTON COUNTIES

| | Rates | Fringes |
|---|---|---|
| Cement Masons & Plasterers | $ 30.83 | 18.06 |

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PLUM0023-001 06/01/2025

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

| | Rates | Fringes |
|---|---|---|
| PLUMBER/PIPEFITTER | $ 55.54 | 31.43 |

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PLUM0025-001 05/01/2025

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 | $ 46.10 | 27.05 |

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PLUM0063-002 05/01/2025

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 | $ 42.70 | 30.98 |

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PLUM0099-001 05/01/2025

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 | $ 50.85 | 27.75 |

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PLUM0101-001 07/01/2025

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, Johannisburg, Lively Grove, Nashville, New Menden, Oakdale, Okawville, Plum, Rentcher, Stone Church Hill & Venedy) COUNTIES

| | Rates | Fringes |
|---|---|---|
| PLUMBER/PIPEFITTER | $ 47.75 | 23.425 |

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PLUM0130-005 06/01/2025

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 | $ 60.50 | 39.02 |

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PLUM0137-003 04/01/2025

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 | $ 43.89 | 25.71 |

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PLUM0160-002 01/01/2025

RANDOLPH COUNTY (Southeastern side)

| | Rates | Fringes |
|---|---|---|
| PLUMBER/PIPEFITTER | $ 50.80 | 22.95 |

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PLUM0353-002 05/01/2024

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 | $ 41.10 | 27.59 |

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PLUM0360-001 07/01/2024

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.....$ 43.75 21.25

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PLUM0439-002 01/01/2025

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..... | $ 45.80 | 23.52 |

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PLUM0501-002 06/01/2015

DE KALB

| | Rates | Fringes |
|---|---|---|
| PLUMBER/PIPEFITTER..... | $ 45.76 | 26.92 |

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PLUM0553-001 01/01/2025

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

| | Rates | Fringes |
|---|---|---|
| PLUMBER/PIPEFITTER..... | $ 50.11 | 20.15 |

FOOTNOTE:

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

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PLUM0597-007 06/01/2023

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..... | $ 55.00 | 38.62 |

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PLUM0653-002 09/01/2023

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

| | Rates | Fringes |
|---|---|---|
| Plumber and Steamfitter | $ 41.00 | 20.70 |

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ROOF0002-005 03/01/2025

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

| | Rates | Fringes |
|---|---|---|
| ROOFER | $ 40.00 | 22.05 |

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ROOF0011-005 12/01/2024

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

| | Rates | Fringes |
|---|---|---|
| ROOFER | $ 50.25 | 30.43 |

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ROOF0011-008 12/01/2024

BUREAU, LA SALLE, MARSHALL, and PUTNAM COUNTIES

| | Rates | Fringes |
|---|---|---|
| ROOFER | $ 38.50 | 27.23 |

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ROOF0032-002 06/01/2025

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

| | Rates | Fringes |
|---|---|---|
| ROOFER | $ 38.23 | 23.88 |

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ROOF0069-002 06/01/2023

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 | $ 34.00 | 24.15 |

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ROOF0112-001 06/01/2025

ADAMS, BROWN, CASS, HANCOCK, LOGAN, MACOUPIN (Northern Half), MASON, MENARD, MONTGOMERY, MORGAN, PIKE (Northern Half), SCHUYLER AND SCOTT COUNTIES

| | Rates | Fringes |
|---|---|---|
| ROOFER | $ 36.00 | 26.36 |

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SHEE0001-001 06/01/2025

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

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER | $ 50.36 | 26.88 |

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SHEE0001-003 05/01/2024

FULTON, MCLEAN, PEORIA, TAZWELL, AND WOODFORD COUNTIES

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER | $ 39.50 | 33.06 |

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SHEE0091-002 06/01/2025

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER<br>Zone A: Henry, Knox, McDonough, Mercer, Rock Island, Warren & Whiteside (West of Illinois Route 78 & South of U.S. Route 30) Counties | $ 44.70 | 26.18 |

Zone C: West of Illinois Route 78 & North of U.S. Route 30 in Jo Daviess, Carroll and Whiteside Counties.....$ 40.26 24.51

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SHEE0091-003 06/01/2025

ADAMS, CALHOUN, HANCOCK, HENDERSON, and PIKE COUNTIES

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER..... | $ 38.82 | 24.70 |

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SHEE0218-001 06/01/2023

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

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER..... | $ 38.54 | 30.37 |

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SHEE0219-001 06/01/2024

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

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER..... | $ 52.14 | 37.43 |

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SHEE0265-005 06/01/2024

LIVINGSTON COUNTY

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER..... | $ 56.35 | 38.65 |

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SHEE0268-001 07/01/2025

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

| | Rates | Fringes |
|---|---|---|

Sheet Metal Worker.....$ 46.57 24.48

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TEAM0026-001 05/01/2024

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

| | Rates | Fringes |
|---|---|---|
| TRUCK DRIVER | | |
| Group 1 | $ 43.24 | 24.27 |
| Group 2 | $ 43.83 | 24.27 |
| Group 3 | $ 44.10 | 24.27 |
| Group 4 | $ 44.49 | 24.27 |
| Group 5 | $ 45.59 | 24.27 |

CLASSIFICATIONS:

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

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

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

GROUP 4: Low Boy and Oil Distributors.

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

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TEAM0050-001 05/01/2025

BOND, CLINTON, MONROE, RANDOLPH, WASHINGTON COUNTIES

| | Rates | Fringes |
|---|---|---|
| TRUCK DRIVER | | |

| | | |
|---|---|---|
| Group 1 | $ 45.35 | 25.72 |
| Group 2 | $ 45.93 | 25.72 |
| Group 3 | $ 46.25 | 25.72 |
| Group 4 | $ 46.60 | 25.72 |
| Group 5 | $ 47.71 | 25.72 |

CLASSIFICATIONS:

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

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

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

GROUP 4: Low Boy and Oil Distributors.

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

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* TEAM0179-011 06/01/2024

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 | $ 44.82 | 0.25+a |
| 4 Axle Trucks | $ 44.97 | 0.25+a |
| 5 Axle Trucks | $ 45.17 | 0.25+a |

6 Axle Trucks.....$ 45.37 0.25+a

FOOTNOTES:
a. $1055.60 per week.

Low-Boy work classification is an additional $1.50 per hour

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

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* TEAM0325-001 06/01/2025

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 | $ 48.47 | 26.70 |
| 4 Axles | $ 48.62 | 26.70 |
| 5 Axles | $ 48.82 | 26.70 |
| 6 Axles | $ 48.93 | 26.70 |

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

CLASSIFICATIONS:

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

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

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil

Distributors, one-man operation
Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long, additional $0.50 per hour; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more
*Mechanic*Truck Welder and Truck Painter; *Winter Rate: Between Dec. 15 and Feb. 28 the mechanic and welder rate shall be $2.00 less than the scheduled scale. Truck Painter and Truck Welder classifications shall only apply in areas where and when it has been a past area practice;
Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories

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

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* TEAM0330-001 06/01/2024

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 | $ 43.43 | 0.25+a |
| 4 AXLES | $ 43.58 | 0.25+a |
| 5 AXLES | $ 43.78 | 0.25+a |
| 6 AXLES | $ 43.98 | 0.25+a |

FOOTNOTE: a. $1112.34 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

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TEAM0371-002 05/01/2024

HENRY, MERCER, ROCK ISLAND COUNTIES

| | Rates | Fringes |
|---|---|---|
| TRUCK DRIVER | | |
| Group 1..... | $ 43.31 | 24.56 |

| | | |
|---|---|---|
| Group 2 | $ 43.89 | 24.56 |
| Group 3 | $ 44.21 | 24.56 |
| Group 4 | $ 44.56 | 24.56 |
| Group 5 | $ 45.67 | 24.56 |

CLASSIFICATIONS:

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

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

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

GROUP 4: Low Boy and Oil Distributors.

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

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TEAM0525-001 05/01/2025

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

| | Rates | Fringes |
|---|---|---|
| TRUCK DRIVER | | |
| Group 1 | $ 45.35 | 25.72 |
| Group 2 | $ 45.93 | 25.72 |
| Group 3 | $ 46.25 | 25.72 |
| Group 4 | $ 46.60 | 25.72 |
| Group 5 | $ 47.71 | 25.72 |

CLASSIFICATIONS:

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

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

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

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

GROUP 4: Low Boy and Oil Distributors.

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

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TEAM0627-006 05/01/2024

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 | $ 43.24 | 24.27 |
| GROUP 2 | $ 43.83 | 24.27 |
| GROUP 3 | $ 44.10 | 24.27 |
| GROUP 4 | $ 44.49 | 24.27 |
| GROUP 5 | $ 45.59 | 24.27 |

CLASSIFICATIONS:

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

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

winch trucks; and four axle combiation units.

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

GROUP 4: Low Boy and Oil Distributors.

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

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TEAM0722-002 05/01/2024

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 | $ 43.24 | 24.27 |
| Group 2 | $ 43.83 | 24.27 |
| Group 3 | $ 44.10 | 24.27 |
| Group 4 | $ 44.49 | 24.27 |
| Group 5 | $ 45.59 | 24.27 |

CLASSIFICATIONS:

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

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

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

GROUP 4: Low Boy and Oil Distributors.

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

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TEAM0916-002 05/01/2024

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 | $ 43.31 | 24.56 |
| Group 2 | $ 43.89 | 24.56 |
| Group 3 | $ 44.21 | 24.56 |
| Group 4 | $ 44.56 | 24.56 |
| Group 5 | $ 45.67 | 24.56 |

CLASSIFICATIONS:

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

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

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

GROUP 4: Low Boy and Oil Distributors.

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

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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 https://www.dol.gov/agencies/whd/government-contracts.

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) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the

example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were

adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the

decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"

**SECTION 01 11 00**

**PROJECT SUMMARY**

## PART 1 – GENERAL

### 1.01 PROJECT PARTICIPANTS

A. Project Name: Lead Water Service Line Replacement Phase 8

B. Owner: City of Rockford, Water Division

C. Engineer: Fehr Graham

D. The Project consists of the replacement of lead water service lines in the specified project area within the City of Rockford.

### 1.02 CONTRACT DESCRIPTION

A. Contract Type: Single prime contract based on unit pricing or as described in contract agreement for replacement of existing lead water service lines identified through existing inventory, maintenance, and capital improvement project activities. This contract will consist of one (1) awarded contract, to be determined through bidding, for the section outlined in the enclosed detail map of the City of Rockford – Water Division Service Area. The number and type of lead service line replacements is subject to vary based on field conditions and services shall be installed by either pulling or directional boring operations, as determined by the City prior to construction at each site.

B. The specific locations of lead service line replacements within the project area will be determined by the City.

C. All easements required to complete this project will be obtained by the City. No work shall be completed on private property without an executed easement. If work commences without an executed easement, all cost and liability will be borne by the contractor. An example easement document can be seen in Appendix A.

D. Total program dollars to complete lead service replacements is limited to $4.0 million. Owner and Engineer will direct work for the contract proposed within the project area accordingly to ensure program dollars are used, but not exceeded without Owner's consent. It is assured that total dollars allocated to complete will be $4.0 million.

### 1.03 BASE BID REQUIREMENTS

A. This contract shall be paid for at a contract unit price for each of the pay items listed in the agreement. Individual sites will utilize any combination of said pay items to successfully complete required work to replace lead water service lines. The pay items applicable for each service will be agreed to by the Engineer, the Contractor and the Owner prior to commencement of each service line replacement.

### 1.04 COMMENCEMENT AND PROGRESSION OF WORK

A. Contractor responsible for completion of locates for existing utilities on each site prior to construction. Any costs incurred due to the damage of an existing utility shall be paid for by the contractor.

B. Once construction has begun on a site, the contractor shall complete service installation within 1 day, and the restoration work within 7 calendar days after service installation, unless prior approval has been obtained by contractor from Owner and Engineer. Pavement replacement and seeding maintenance will be the only allowable measures to extend beyond 7 days per the contract Special Provisions.

C. Contractor will be granted up to 21 calendar days upon completion of new service connection to replace any removed Hot Mix Asphalt or Concrete Pavement that may have been removed during construction activities. All HMA shall be replaced within the IDOT Standard Specifications timeframes.

1. If pavement is not replaced within 7 working days from initiation of construction activities, temporary aggregate shall be placed to raise excavated area to match existing grade. Costs associated with placing and removing temporary aggregate shall be considered incidental to the contract.

2. Should the contract extend into winter months where weather conditions do not permit paving per IDOT standard specifications, temporary cold patch asphalt shall be placed to grade and maintained by the contractor until paving can occur. The cost of this temporary cold patch asphalt installation, maintenance, and subsequent removal shall be considered incidental to the contract and no payment will be authorized.

**1.05 DESCRIPTION OF ALTERATIONS WORK**

A. Scope of work will be on a site by site basis determined during the pre-construction site inspection between the Owner, Engineer, and Contractor. Contractor shall be required to attend all preconstruction site inspections with the Engineer and/or Owner.

B. Identify any small plants, shrubs, trees to be removed by construction activities during pre-construction inspection and provide homeowner 7-day advanced notice of construction for the opportunity to remove affected plants and store for replanting.

C. All disturbance resulting from construction activities shall be restored to pre-construction conditions by contractor. The cost of this work will be paid for as part of the Restoration pay item.

D. Any required site demolition work shall be considered incidental to the contract.

**1.06 RESIDENTIAL OCCUPANCY**

A. Affected residences and businesses shall remain occupied during completion of construction work.

B. Existing water service lines shall remain in operation until newly installed service lines are ready to be connected. At no time shall a service line be disconnected without the property owner being notified.

C. The Contractor shall be responsible for coordination with residential owners to minimize conflict and to facilitate Owner's operational intent.

D. Contractor shall schedule work to accommodate residential and business occupancy and minimize interference to water service.

## 1.07 DOCUMENTING EXISTING CONDITIONS

A. Prior to the commencement of work at each site location, the contractor shall tour the property with the owners authorized representative for the purpose of examination and documentation of existing roadways, sidewalks, driveways, landscaping and vegetation on or adjacent to the site that may be affected by construction activity.

B. Contractor shall provide Owner and Engineer with a copy of all records including photography and notes from any correspondence with home or business owners.

C. These records shall serve as a basis for determination of subsequent damage due to the contractor's operations and shall be signed by all parties involved. See appendix for the required document titled "Pre-Construction Site Inspection" to be completed for each tour. The "Pre-construction Site Inspection" form can be seen in Appendix B.

## 1.08 SHUTDOWN OF EXISTING UTILITIES, SERVICES OR OPERATIONS

A. Contractor shall notify property owner and Owner a minimum of 24 hours in advance of the start of construction at any approved site.

B. Contractor shall make appropriate arrangements with utility owners and all other affected parties prior to shutdown of any utility, service or operation.

C. Contractor shall perform necessary pot holing to locate all utility connections prior to making proposed connection. Schedule any necessary utility service shutdowns for periods of minimum use and at the property owner's convenience. The cost for potholing shall be considered incidental to the contract. Should televising be required of a sanitary sewer main or service for locating purposes, it shall be considered incidental to the project.

D. Have all required material, equipment and workers on site prior to beginning any work involving a shutdown. Perform work as required to minimize shutdown time. In some cases, this may require increased numbers of workers and/or night or weekend work. No additional cost will be provided for night or weekend work. Contractor responsible for obtaining any necessary IDOT utility permits for service replacement.

E. Should service work take extended periods of time due to unforeseen circumstances, no additional compensation shall be provided for labor, equipment or materials required by contractor to complete work.

F. Should the property owner or their authorized representative (to include tenants) fail to show up to a previously scheduled service pre-construction or construction appointment, there shall be no additional compensation provided to the contractor for the costs associated with the cancellation of the appointment and rescheduling to a later date.

## 1.09 CONTRACTOR USE OF SITE AND PREMISES

A. Construction Operations: Limited to areas obtained through easements and right-of-way, as approved by the City.

B. Arrange use of site and premises to allow:

1. Residential owner and business occupancy.

2. Work by subcontractors.

3. Traffic flow.

C. Contractor shall maintain open access to and from site for residential and business occupants at all times.

D. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs and notify occupants if exit routes are temporarily altered.

E. Private property shall not be used for storage of any equipment or materials unless Contractor has agreement in place with Owner of the property.

F. Time Restrictions:

1. Limit conduct of especially noisy exterior work to the hours of 7 am to 7 pm.

**1.10 WORK SEQUENCE**

A. Coordinate construction schedule and operations with Owner and Engineer.

1. Easement procurement by Owner, as applicable, and scheduling of pre-construction meeting required by Owner or Engineer.

2. On-site pre-construction meeting between Engineer and Contractor to document existing conditions and scope of work.

3. Contractor coordination with property owner and utility companies, as applicable, to determine best construction time. Owner/Engineer shall schedule construction and send daily update.

4. Construction of lead service line replacement.

5. Restoration.

6. Post-construction inspection and punch list generation.

**PART 2 – PRODUCTS** – Not applicable to this section.

**PART 3 – EXECUTION** – Not applicable to this section.

**END SECTION**

**SECTION 01 30 00**

**ADMINISTRATIVE REQUIREMENTS**

## PART 1 - GENERAL

### 1.01 SECTION INCLUDES

A. Preconstruction meeting.

B. Pre-Construction Site Inspection.

C. Progress meetings.

D. Construction progress schedule.

E. Progress photographs.

F. Coordination drawings.

G. Submittals for review, information, and project closeout.

H. Number of copies of submittals.

I. Submittal procedures.

### 1.02 RELATED SECTIONS

A. Section 01 78 00 - Closeout Submittals: Project record documents.

### 1.03 PROJECT COORDINATION BY CONTRACTOR

A. Engineer: Working on behalf of the Owner.

B. Cooperate with the Engineer regarding mobilization of construction.

C. During construction, coordinate use of site through the Engineer.

D. Comply with Engineer's procedures for project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.

E. Comply with instructions of the Engineer for use of any temporary utilities.

F. Coordinate field engineering and layout work under instructions of the Engineer.

G. Make the following types of submittals to Engineer:
   1. Requests for interpretation.
   2. Requests for substitution.
   3. Shop drawings, product data, and samples.
   4. Test and inspection reports.
   5. Design data.
   6. Manufacturer's instructions and field reports.
   7. Applications for payment and change order requests.
   8. Progress schedules.
   9. Coordination drawings.
   10. Closeout submittals.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION**

**3.01 PRE-CONSTRUCTION MEETING**

A. Owner and Engineer will schedule a meeting after Notice of Award.

B. Attendance Required:
   1. Owner.
   2. Engineer.
   3. Contractor.
   4. Subcontractors.

C. Agenda:
   1. Execution of Owner-Contractor Agreement.
   2. Submission of executed bonds and insurance certificates.
   3. Distribution of Contract Documents.
   4. Submission of list of Subcontractors, list of Products, schedule of values, and discussion regarding requirements of progress schedule.
   5. Designation of personnel representing the parties to Contract, the City, and Engineer.
   6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
   7. Scheduling.

D. Engineer shall record minutes and distribute copies within two days after meeting to participants, with two copies to Engineer, Owner, participants, and those affected by decisions made.

**3.02 PRE-CONSTRUCTION SITE INSPECTION**

A. Once a preliminary schedule of sites has been provided by Owner, Contractor shall schedule pre-construction site inspections with Owner and Engineer.

B. Attendance Required:
   1. Contractor.
   2. Owner, if applicable.
   3. Engineer.
   4. Special Consultants.
   5. Major Subcontractors.

C. Agenda:
   1. Use of premises by Owner and Contractor.
   2. Owner's requirements and occupancy prior to completion.
   3. Construction facilities and controls provided by Owner.
   4. Temporary utilities provided by Owner, if required.
   5. Security and housekeeping procedures.
   6. Documentation of existing site conditions, including the material of the service line and if there is a grounding wire attached to the service line or a jumper across the water meter.
   7. Determination of schedules.
   8. Application for payment procedures.

9. Procedures for testing.
10. Procedures for maintaining record documents.
11. Requirements for restoring water service.
12. Inspection and acceptance of equipment put into service during construction period.

D. Completion of "Pre-Construction Site Inspection" form to be signed by Engineer and Contractor prior to beginning work.

**3.03 PROGRESS MEETINGS**

A. Engineer shall schedule monthly progress meetings during completion of work. This schedule shall be set at the beginning of the project and will be enforced throughout the duration of the project. This frequency may be reduced at the discretion of the Owner and Engineer.

B. Engineer shall make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

C. Attendance Required: Contractor, Major Subcontractors, Owner, Engineer, and any other required attendees as appropriate to adequately review progress.

D. Agenda:
1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems which impede planned progress.
5. Review of submittals schedule and status of submittals.
6. Maintenance of progress schedule.
7. Corrective measures to regain projected schedules.
8. Planned progress during succeeding work period.
9. Coordination of projected progress.
10. Maintenance of quality and work standards.
11. Effect of proposed changes on progress schedule and coordination.
12. Other business relating to Work.

E. Engineer shall record minutes and distribute copies within two days after meeting to Contractor, Owner, participants, and those affected by decisions made.

**3.04 CONSTRUCTION PROGRESS SCHEDULE**

A. Progress schedule to be submitted to Engineer by the Contractor on the 20$^{th}$ of each month.

1. Progress schedule submittal shall include documentation of easement procurement, completed pre-construction site inspection form, service line installation, restoration, and plumbing inspection approval for each service to be reviewed as completed.

B. Within 10 days after joint review, Contractor to submit complete schedule.

**3.05 COORDINATION DRAWINGS**

A. Provide information required by Engineer for preparation of conceptual layout drawings.

## 3.06 SUBMITTALS FOR REVIEW

A. When the following are specified in individual sections, submit them for review:
   1. Product data.
   2. Shop drawings.
   3. Samples for selection.
   4. Samples for verification.

B. Submit to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

C. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - CLOSEOUT SUBMITTALS.

## 3.07 SUBMITTALS FOR INFORMATION

A. When the following are specified in individual sections, submit them for information:
   1. Design data.
   2. Certificates.
   3. Test reports.
   4. Inspection reports.
   5. Manufacturer's instructions.
   6. Manufacturer's field reports.
   7. Other types indicated.

B. Submit for Engineer's knowledge as contract administrator or for Owner.

## 3.08 SUBMITTALS FOR PROJECT CLOSEOUT

A. When the following are specified in individual sections, submit them at project closeout:
   1. Project record documents.
   2. Operation and maintenance data.
   3. Warranties.
   4. Bonds.
   5. Other types as indicated.

B. Submit for Owner's benefit during and after project completion.

## 3.09 NUMBER OF COPIES OF SUBMITTALS

A. Documents for Review:
   1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit two copies which will be retained by the Engineer.
   2. Larger Sheets, Not Larger Than 36 x 48 inches: Submit two copies which will be retained by Engineer.

B. Documents for Information: Submit two copies.

C. Documents for Project Closeout: Make one reproduction of submittal originally reviewed. Submit one extra of submittals for information.

D. Samples: Submit the number specified in individual specification sections; one of which will be retained by Engineer.
   1. After review, produce duplicates.
   2. Retained samples will not be returned to Contractor unless specifically so stated.

**3.10 SUBMITTAL PROCEDURES**

A. Transmit each submittal with AIA Form G810.

B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.

C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.

D. Submit signed documents certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.

E. Deliver submittals to Engineer at business address on the 20th of each month while contract is active.

F. Schedule submittals to expedite the Project, and coordinate submission of related items.

G. For each submittal for review, allow 30 days excluding delivery time to and from the Engineer.

H. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.

I. Provide space for Engineer review stamps.

J. When revised for resubmission, identify all changes made since previous submission.

K. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

L. Submittals not requested will not be recognized or processed.

**END SECTION**

**SECTION 01 40 00**

**QUALITY REQUIREMENTS**

## PART 1 - GENERAL

### 1.01 SECTION INCLUDES

A. References and standards.

B. Quality assurance submittals.

C. Mock-ups.

D. Control of installation.

E. Tolerances.

F. Testing and inspection services.

G. Manufacturers' field services.

### 1.02 RELATED SECTIONS

A. Section 01 30 00 - Administrative Requirements: Submittal procedures.

### 1.03 REFERENCES

A. ASTM C 1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants.

B. ASTM C 1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.

C. ASTM C 1093 - Standard Practice for Accreditation of Testing Agencies for Unit Masonry.

D. ASTM D 3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

E. ASTM E 329 - Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction.

F. ASTM E 543 - Standard Practice for Agencies Performing Nondestructive Testing.

G. ASTM E 548 - Standard Guide for General Criteria used for Evaluating Laboratory Competence.

### 1.04 SUBMITTALS

A. Testing Agency Qualifications:

1. Prior to start of Work, submit agency name, address, and telephone number, and names of full-time registered Engineer and responsible officer.

2. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.

B. Design Data: Submit for Engineer's knowledge as contract administrator or for the Owner, for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

C. Test Reports: After each test/inspection, promptly submit two copies of report to Engineer and to Contractor.

1. Include:

a. Date issued.

b. Project title and number.

c. Name of inspector.

d. Date and time of sampling or inspection.

e. Identification of product and specifications section.

f. Location in the Project.

g. Type of test/inspection.

h. Date of test/inspection.

i. Results of test/inspection.

j. Conformance with Contract Documents.

k. When requested by Engineer, provide interpretation of results.

2. Test reports are submitted for Engineer's knowledge as contract administrator or for the Owner, for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

D. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Engineer, in quantities specified for Product Data.

1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

2. Certificates may be recent or previous test results on material or product but must be acceptable to Engineer. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

E. Manufacturer's Field Reports: Submit reports for Engineer's benefit as contract administrator or for Owner.

1. Submit report in duplicate within 30 days of observation to Engineer for information.

2. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

F. Erection Drawings: Submit drawings for Engineer's benefit as contract administrator or for Owner.

1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

2. Data indicating inappropriate or unacceptable Work may be subject to action by Engineer or Owner.

**1.05 REFERENCES AND STANDARDS**

A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.

C. Obtain copies of standards where required by product specification sections.

D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.

E. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.

F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Engineer shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

**1.06 TESTING AND INSPECTION AGENCIES**

A. Owner will employ services of an independent testing agency to perform certain specified testing; payment for cost of services will be considered incidental to the pay item associated with the testing.

B. City of Rockford, Water Division Certified Lab shall be used for all water sampling required, however, a pre-approved certified sampling lab may be used with prior approval from Owner.

C. Employment of testing agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

D. Contractor Employed Agency:

1. Testing agency: Comply with requirements of ASTM E 329, ASTM E 548, ASTM E 543, ASTM C 1021, ASTM C 1077, and ASTM C 1093.

2. Inspection agency: Comply with requirements of ASTM D3740, ASTM E329, and ASTM E548.

3. Laboratory: Authorized to operate in State in which Project is located.

4. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.

5. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION**

**3.01 CONTROL OF INSTALLATION**

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

B. Comply with manufacturers' instructions, including each step-in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Have Work performed by persons qualified to produce required and specified quality.

F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

**3.02 TOLERANCES**

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

**3.03 TESTING AND INSPECTION**

A. See individual specification sections for testing required.

B. Testing Agency Duties:

1. Test samples of mixes submitted by Contractor.

2. Provide qualified personnel at site. Cooperate with Engineer and Contractor in performance of services.

3. Perform specified sampling and testing of products in accordance with specified standards.

4. Ascertain compliance of materials and mixes with requirements of Contract Documents.

5. Promptly notify Engineer and Contractor of observed irregularities or non-conformance of Work or products.

6. Perform additional tests and inspections required by Engineer.
7. Attend preconstruction meetings and progress meetings.
8. Submit reports of all tests/inspections specified.

C. Limits on Testing/Inspection Agency Authority:

1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Agency may not approve or accept any portion of the Work.
3. Agency may not assume any duties of Contractor.
4. Agency has no authority to stop the Work.

D. Contractor Responsibilities:

1. Deliver to agency at designated location, adequate samples of materials proposed to be used which require testing, along with proposed mix designs.
2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
3. Provide incidental labor and facilities:
   a. To provide access to Work to be tested/inspected.
   b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
   c. To facilitate tests/inspections.
   d. To provide storage and curing of test samples.
4. Notify Engineer and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
5. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
6. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Engineer. Payment for re testing will be charged to the Contractor by deducting testing charges from the Contract Price.

## 3.04 MANUFACTURERS' FIELD SERVICES

A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment , and to initiate instructions when necessary.

B. Submit qualifications of observer to Engineer 30 days in advance of required observations.

1. Observer subject to approval of Engineer.

C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

## 3.05 DEFECT ASSESSMENT

A. Replace Work or portions of the Work not conforming to specified requirements as quickly as possible. Leaking services are considered an emergency situation and the contractor shall mobilize appropriately to correct the failure.

B. If, in the opinion of Engineer, it is not practical to remove and replace the Work, Engineer will direct an appropriate remedy or adjust payment.

**END SECTION**

**SECTION 01 78 00**

**CLOSEOUT SUBMITTALS**

## PART 1 - GENERAL

### 1.01 SECTION INCLUDES

A. Project Record Documents.

B. Operation and Maintenance Data.

### 1.02 RELATED SECTIONS

A. Section 01 30 00 – Administrative Requirements

### 1.03 SUBMITTALS

A. Project Record Documents: Submit documents to Engineer with final Application for Payment.

B. Operation and Maintenance Data:

1. Submit 1 copy of completed documents prior to final inspection of each project site. This copy will be reviewed and returned after final inspection, with Engineer comments. Revise content of all document sets as required prior to final submission.
2. Submit two sets of revised final documents in final form within 10 days after final inspection of each project site.

## PART 2 - PRODUCTS - NOT USED

## PART 3 - EXECUTION

### 3.01 PROJECT RECORD DOCUMENTS

A. Engineer to maintain one set of the following record documents for each site location; record actual revisions to the Work:
1. Easement documentation.
2. Pre-Construction Site Inspection Form signed by Owner, Engineer, and Contractor.
3. Site photos
4. As-built field drawings with dimensions.
5. Pay item quantity calculations.
6. Change Orders and other modifications to the Contract.
7. Reviewed shop drawings, product data, and samples.
8. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress.

E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:

1. Manufacturer's name and product model and number.
2. Product substitutions or alternates utilized.
3. Changes made by Addenda and modifications.

F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:

1. Measured depths of foundations in relation to finish first floor datum.
2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
4. Field changes of dimension and detail.
5. Details not on original Contract drawings.

**3.02 OPERATION AND MAINTENANCE DATA**

A. For Each Product: List names, addresses and telephone numbers of suppliers, including local source of supplies and replacement parts.

B. Product Data: Mark each sheet to clearly identify specific products, and data applicable to installation. Delete inapplicable information.

**END SECTION**

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# SPECIAL PROVISIONS

**The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", Adopted** January 1, 2022**, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of Lead Service Line Replacement Phase 8, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.**

The "Standard Specifications for Road and Bridge Construction" prepared by the Department of Transportation of the State of Illinois and adopted by said Department on January 1, 2022, and the Supplemental Specifications prepared by the Department of Transportation of the State of Illinois and adopted on January 1, 2024, shall govern the bidding, construction, and execution of the proposed project. Where the term "Department" appears in the Specifications, the "City of Rockford" shall be substituted therefore, and where any term for an employee of the Department is used, the designated City of Rockford employee shall be substituted therefore. City of Rockford Water Division Specifications – latest edition, and the General Provisions and Technical Specifications for Sanitary Sewer Construction in the Four Rivers Sanitation Authority dated October 24, 1983, and all standards and revisions adopted by the Board of Trustees for said Four Rivers Sanitation Authority (FRSA) shall also apply to this improvement where appropriate. Style, type, and grade of all materials used for construction shall be approved by the City of Rockford Public Works Department, City of Rockford Water Division, and Four Rivers Sanitation Authority prior to bidding, ordering, or placing any materials.

Herein after the terms "Owner", "Ownership", "City", "Engineer", or any derivatives of such shall mean the City of Rockford or its designated representative and the term "Contractor" shall mean the entity who proposes to perform the work herein described or its designated subcontractors.

The following Special Provisions supplement the said specifications and, in case of conflict with any part or parts of said specifications, these Special Provisions shall take precedence and shall govern:

## SECTION 1 – GENERAL PROVISIONS

### DESCRIPTION OF WORK

The City of Rockford requests bids from qualified companies to provide all labor, materials, equipment, and supplies necessary for Lead Water Service Line Replacements as described in these specifications. The work for this contract will be within Census Tracts 12 and 26 (see maps in Appendix E).

Reasonable effort has been made to ensure that the bid quantity breakdown sheets are accurate, however, quantities in the breakdown sheets are provided only as a courtesy for bidding and are subject to change by the owner. Payment for this project will be based on quantities measured in the field upon completion of their construction.

# SPECIAL PROVISIONS

## CONTRACT SUBLETTING-COOPERATION AMONG SUBCONTRACTORS

The following is in addition to Section 108.01 of the IDOT Standard Specifications and shall read as follows:

"Total contract costs" shall equal the sum of the pay items listed in the contract. Prior to the approval of any subcontracts by the Owner, the Contractor shall designate those Pay Items that are to be subcontracted. Subcontracted pay items shall include all labor, materials and equipment to complete the pay item, as required by the contract, including purchase and delivery of materials to the job site. The determination of Contractor's own organization work shall be those pay items that are constructed at the job site with the Contractor's labor and equipment. Labor shall include all personnel working for the Contractor. The cost of that portion of "total contract cost" which is subcontracted shall be determined by multiplying the unit cost as designated in the Pay Item, times the actual units provided, as physically constructed at the job site, and finally verified by the Owner. No division of individual Pay Items between the Contractor and Subcontractor(s) shall be permitted. Any violation of this paragraph may result in disqualification of the Contractor from future bids.

It shall be the responsibility of the Contractor to ensure full cooperation among the Subcontractors doing work on the project.

All Subcontractors to be utilized by the Contractor shall provide Ownership with a Project Specific Certificate of Insurance naming City of Rockford as additional insured prior to commencement of work by said Subcontractor.

## CONTROL OF WORK

No work shall be done by the Contractor until a pre-construction meeting has been held and until a 48-hour notice has been provided to the City’s Project Manager.

The Contractor and/or their sub Contractor shall contact any resident prior to a temporary loss of access to their house a minimum of 48 hours but not more than 72 hours, prior to the commencement of these activities. The morning of the work, the Contractor will again be required to notify the residents door-to-door. The Contractor should provide information regarding the anticipated time that full access will be restored. Coordination between activities should allow for work to be done in a timely manner to permit access to the roadway.

## CONSTRUCTION SCHEDULING

All scheduling related to construction or pre-construction activities shall be coordinated by the Owner or the Owner's authorized representative. At no time shall the contractor contact a homeowner regarding the scheduling of a pre-construction inspection or the construction of a water service replacement. Contractor acknowledges that there is work taking place that requires cooperation with private home and business owners and as such, acknowledges that there will be no additional payments made for downtime due to home or business owner-related scheduling issues.

# SPECIAL PROVISIONS

Should a scheduling issue occur due to a home or business owner, the owner or the owners authorized representative shall make an effort to fill lost time with an alternate location, but this shall not constitute a guarantee that this will happen. Owner assumes that the contractor shall be utilizing any inadvertent downtime to be working on restoration work if there are locations that still require restoration work to be completed or that preparatory work will be completed at the next scheduled location.

Contractor shall abide by the City of Rockford Construction Noise Ordinance (Sec. 17 6) for all work with the following exception. In certain areas (some commercial and/or industrial areas), the Contractor may be required to work outside of these hours. Ownership may waive specific requirements of the City of Rockford Construction Noise Ordinance on an individual case basis.

Contractor acknowledges that alterations to the construction sequencing and schedule may be required for coordination with any third-party utilities. Contractor shall be responsible for any necessary coordination with utility companies. Any delay to the contract caused directly or indirectly by third-party utilities shall not be cause for adjustment to the contract sum.

Contractor shall be responsible for providing updated project labor schedules on a monthly basis. Schedules shall be completed electronically using the format provided. Schedules shall be completed to the quality and satisfaction of project ownership.

**CONSTRUCTION INSPECTION**

Any work performed without the presence of an Owner's designated representative to inspect said construction shall not be accepted for payment as directed by the Owner. Contractor shall notify Ownership a minimum of 24 hours in advance of the start of construction or the continuation of construction following a pause in work.

City representatives shall only be available between 7:30 am and 3:30 pm on weekdays and Saturdays at the discretion of the Owner. Inspectors will not be available on Sundays and official City of Rockford holidays. Except for work required to maintain warning lights, barricades and other safety/health-related systems, no work shall be performed on Sundays, legal holidays, or between 3:30 p.m. and 7:30 a.m. on other days without specific permission of the Owner. Additionally, no work will be allowed in certain areas of the project on days as specified by the City of Rockford.

Owner will provide services as needed for construction observation/inspection between the hours of 7:30 a.m. and 3:30 p.m., Monday through Friday and Saturdays at the discretion of the Owner, except for official City of Rockford holidays. Should the Contractor work outside these hours whether by his choice or in response to an emergency situation, Contractor shall pay for excess observation time at a rate of $70.00 per hour per inspector for the number of construction observation/inspection hours expended by the Owner's designated representatives. The applicability of this excess engineering cost shall be determined on the basis of the representative's work hours expended **in each individual day** and shall not be predicated upon Contractor's work hours on preceding days or the Contractor's proposed schedule for completing the Project. Moneys due to the Owner for excess engineering shall be deducted from the project's final application for payment.

# SPECIAL PROVISIONS

## EXISTING UTILITIES AND DRAINAGE STRUCTURE LOCATIONS

Ownership does not guarantee the completeness or accuracy of the information shown on any plans regarding gas and water mains, sewers, inlets, buffalo boxes and power lines, poles or any other existing utilities or drainage structures. The Contractor shall make their own investigation to verify or determine the existence, nature and location of all utilities on the site that may interfere with construction before commencing work. This shall include the televising, if necessary, of the sanitary service line when boring operations may impact it. No additional compensation for the cost of this work shall be provided. The Contractor shall report to the Owner any omissions or differences in location from that shown on any project plans. Care should be taken while working near these utilities to prevent their damage. Any damage to existing utilities due to construction operations shall be the sole responsibility of the Contractor to resolve at no cost to the Owner.

## REQUIREMENTS FOR WATER MAIN VALVE SHUT OFF

1. Contractor shall obtain the permission of the Water Superintendent, or his designee, prior to any water main valve shut off.

2. Contractor shall notify all water customers affected by the water main valve shut off at least 24 hours in advance, using forms supplied by the Water Division.

3. Contractor shall notify the Water Division Operations Center Operator (779 348 5712) prior to any water main valve shut off and provide the following information (pursuant to Illinois Municipal Code 65 ILCS 5/11 20 10.5):

    a. Streets and boundaries of shut down
    b. Time of shut down
    c. Approximate duration of shut down
    d. Number of customers affected
    e. If non-residential customers (hospitals, nursing homes, restaurants, etc.) are affected, a count of how many individuals affected will be provided.

4. Contractor shall notify Water Division Operations Center Operator upon completion of repairs and restoration of water service.

5. Contractor shall demonstrate, to the satisfaction of the Owner, that water service at each residence or business affected by the shutdown has been restored once the water service line has been reconnected.

6. Contractor shall meet with Water Division personnel at least two (2) days prior to start of construction to coordinate exercising valves and determining valve shut off patterns during construction. The shutdown shall be allowed to proceed only after the Water Division representative has determined that the required valves are functioning. The Contractor shall be responsible for turning valves on and off during construction and accepts the responsibility for any and all damage to City property during construction.

# SPECIAL PROVISIONS

7. All costs of work associated with scheduled water main valve shut off shall be included in the individual bid items and no additional compensation shall be allowed.

**REQUIREMENTS FOR UNSCHEDULED (EMERGENCY) WATER MAIN VALVE SHUT OFF**

1. In the event the Contractor must perform an unscheduled water main valve shut off; the Contractor shall notify the Water Division Operations Center Operator (779 348 5712) as soon as possible.

2. The Contractor shall notify all water customers affected by the water main valve shut off and the need to boil water as soon as possible, using forms supplied by the Water Division.

3. The Contractor shall provide the following information (pursuant to Illinois Municipal Code 65 ILCS 5/11 20 10.5):

    a. Streets and boundaries of shut down
    b. Time of shut down
    c. Approximate duration of shut down
    d. Number of customers affected
        1) If non-residential customers (hospitals, nursing homes, restaurants, etc.) are affected, a count of how many individuals affected will be provided.

4. If the Contractor is involved in repairs, the Contractor shall notify Water Division Operations Center Operator upon completion of repairs when water service has been restored.

**FAILURE TO COMPLETE WORK ON TIME**

The Schedule of Deductions for Each Day of Overrun in Contract Time shall be according to Section 108.09 of the IDOT Standard Specifications.

**CONSTRUCTION SEAMS**

All paving seams (joints) shall be raked out and rolled according to Section 406 of the Standard Specifications and as directed by the Owner. No overlapping seams will be allowed. Any roadway with seams that fail within the first two years after construction shall be milled and resurfaced to full width at the Contractor's own expense and to the satisfaction of the owner.

**MAINTENANCE OF DRIVEWAYS**

Contractor shall provide vehicular access to residential or commercial/industrial driveways that shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time. If backfill has been completed to the extent that safe access may be provided, and the street is open to local traffic, the Contractor shall immediately clear the street and driveways and provide and maintain access. Any aggregate or steel plating used to maintain access to driveways shall be considered incidental to the various bid items.

# SPECIAL PROVISIONS

## EROSION CONTROL AND NPDES COMPLIANCE

The Contractor shall provide all materials, labor, equipment and all other incidentals to provide proper erosion control as indicated in this General Provision to this Contract.

This work shall conform to the applicable portions of section 280 of the Standard Specifications and the attached details and all requirements set forth in the General NPDES Permit No. ILR10. The management practices, controls and other provisions contained in the erosion and sediment control plan must be at least as protective as the requirements contained in the Illinois Urban Manual.

Any deviation of installation practices from the standard details shall be submitted to the Owner for approval prior to placement.

The Contractor shall name a person at the preconstruction meeting who shall be on the job site during construction and who shall be responsible for ensuring the erosion control work is completed in a timely manner.

Any disturbed areas shall be kept to a practical minimum and shall be temporarily seeded, mulched, sodded or paved within 7 calendar days; except where Construction activity will resume on a portion of the site within 14 days from when activities ceased, (e.g. the total time period that construction activity is temporarily ceased is less than 14 days) then stabilization measures do not have to be initiated on that portion of the site by the 14th day after construction activity temporarily ceased. Best management practices will be in place downslope of the disturbed areas until final stabilization has occurred.

Any excess construction materials on site must be properly disposed of. All excess concrete material must be disposed of in an approved concrete washout container. NO CONCRETE IS TO BE WASHED INTO THE PARKWAY. The type, size, location and design of the concrete washout structures may vary but each must be approved prior to use. Concrete washout structures used on this project are considered incidental to the contract and will not be considered for additional payment.

When excess topsoil and excavated material is removed from the site, the Contractor shall take special precautions to avoid tracking or spilling dirt onto the adjacent roadways. If excavated material is spilled outside of the job site, the Contractor shall remove the debris and clean the pavements to the satisfaction of the Owner, and properly dispose of the material.

## REMOVAL OF OLD CASTINGS

Any manhole, handhole and inlet castings to be replaced shall be removed from the job site the same day that the new casting is installed. Used castings shall be disposed of at a designated location at the City Yards for recycling. The address of the City Yards is 523 S. Central Avenue, Rockford, IL 61102.

# SPECIAL PROVISIONS

## EXAMINATION OF THE PROJECT SITE

Bidders should carefully examine the project site(s), to eliminate misconceptions, verify dimensions, elevations, working conditions, transportation and storage facilities. Bidders should give due consideration to the same in preparing their proposals as no exceptions will be considered after awarding the contract; nor will the Contractor be entitled to any extra compensation for their failure to verify conditions at the site.

## PROTECTION OF PERSONS AND PROPERTY

The Contractor shall assume and bear all risk of damage to the work, and all risk of any accident(s), from whatsoever cause arising, until the work herein provided for shall be fully completed and accepted by the City.

Any damage to property outside of what has been asked in these specifications shall be restored to its original state or as directed by the Owner, at the Contractor's expense.

## WORK IN RIGHT OF WAY

All work in the public right of way shall be done in accordance with Chapter 26 of the City of Rockford Code of Ordinances.

## PERMITS AND NOTICES

The City of Rockford will issue permits for work on City property. When applicable, the Contractor is responsible for procuring permits from the Illinois Department of Transportation when working within the State Right of Way. City of Rockford permitting fees are waived for City projects. Should the work to replace a lead line require a permit from Winnebago County the contractor shall be responsible for all fees associated with the permit and plumbing inspection associated with the permit.

## PROPER BACKFILLING

All trenches shall be backfilled, from the bottom of the trench to the centerline of the pipe, with granular backfill or approved native material. The backfill material shall be deposited in the trench for its full width on each side of the pipe simultaneously, distributed evenly by hand, carefully packing the backfill material under the haunches of the pipe and compacted by tamping.

All trenches shall be backfilled, from the centerline of the pipe to a depth of one (1) foot above the top of the pipe, with granular backfill or approved native material compacted by tamping. The contractor shall use special care in placing this portion of the backfill to avoid injuring or moving the pipes. Ag Lime materials will not be allowed for backfill material.

When the type of backfill is not indicated in the plans, or elsewhere specified, the trench shall be backfilled, from one (1) foot above the pipe to the finished grade, materials per the City of Rockford trench backfill standard detail, in twelve (12) inch layers compacted by tamping.

# SPECIAL PROVISIONS

Granular backfill material is required under pavements, curbs, driveways, or sidewalks planned to be constructed within one (1) year after backfill. The area requiring such granular backfill shall be indicated in the plans. Where the excavation is made through or within two (2) feet of permanent pavements, curbs, driveways, or sidewalks, or where such structures are undercut by the excavation, or where such structures may reasonably be expected to be constructed over or within two (2) feet of the excavation within one (1) year after backfilling, the entire backfill to the subgrade of the structures shall be made with granular backfill material, as approved by the Owner, placed in six (6) inch layers, loose measurement, and compacted to not less than ninety five (95) percent of standard laboratory density in accordance with the requirements of ASTM Standard D 698.

**SAWCUTTING**

Work shall consist of sawing existing pavements to such a depth that when the pavement is removed, a clean neat edge will result with no spalling of the remaining pavement. Saw cutting shall be performed at all locations where pavement is removed and will be replaced, and water shall be used to control dust during sawcutting operations. This work item shall be considered incidental to construction and no further compensation will be allowed. Contractor shall use proper traffic control per IDOT Standard Specifications when completing sawcutting operations. The cost of this shall be considered incidental to the contract and no further compensation shall be allowed. The contractor shall not leave materials generated by the mixing of dust and water from the saw cutting at the site and shall clean the area thoroughly prior to leaving the site.

**MOBILIZATION**

Refer to Article 671.02 of the Standard Specifications and delete this paragraph in its entirety.

Contractor acknowledges that the nature of this project requires varying scopes of work. As such, no additional payment will be made for mobilization for any additions, deletions, or changes in scope of work.

There shall be no mobilization payments made on this Project.

**REQUIREMENTS REGARDING THE RUSTY-PATCHED BUMBLE BEE (BOMBUS AFFINIS)**

Per the Illinois Department of Natural Resources EcoCAT review of the Lead Service Line Replacements program, it has been determined that there is a record of the **rusty-patched bumble** bee, which was federally listed as endangered on March 21, 2017, in the vicinity of the project area. In accordance with Illinois State Law it was automatically placed on the *Illinois Endangered Species List*.

The bee is commonly found in grasslands with flowering plants from April to October, and nests underground in abandoned rodent burrows or above ground in clumps of grass. For the purposes of this project, it shall be the responsibility of the Owner, Engineer and Contractor to work to mitigate the risk of disturbance to any nests or potential nest areas. During the months between April October, there shall be no excavations taking place that remove flowering plants unless the area has been thoroughly inspected and no evidence of the rusty patched bumble bee has been found. Should a nest or a rusty patched bumble bee be discovered at a project site, the Owner and Engineer shall be notified immediately and consultation with the US Fish & Wildlife Service will be initiated. If possible, the contractor shall relocate

# SPECIAL PROVISIONS

the excavation at the site to an alternate location and the nest area shall not be disturbed. All Owner, Engineer and Contractor representatives shall be provided identification information regarding the Rusty Patched Bumble Bee to have available in the field during construction. Additional identification information is available at the following website:
https://www.fws.gov/midwest/endangered/insects/rpbb/rpbbid.html

Should excavation work be impacted by the discovery of this insect between the months of April and October, no additional compensation shall be provided and any removal/replacement items shall be paid for at the contract unit prices to restore disturbed ground back to pre-construction conditions with care taken to avoid the nest.

# SPECIAL PROVISIONS

## SECTION 2 - SPECIAL PROVISIONS

### BASE BID ITEM SPECIAL PROVISIONS

#### PUBLIC WATER SERVICE, BORED OR PULLED, COPPER, COMPLETE, 1”
#### PRIVATE WATER SERVICE, BORED OR PULLED, COPPER, COMPLETE, 1”

**Description.** This work shall be furnished and installed in accordance with the City of Rockford Water Division Specifications and the requirements of the Engineer. This pay item shall include the excavation, furnishing and installation of new water service and the necessary appurtenances to construct a water service, disconnection of old service, reconnection of new service at b box and backfilling by the directional boring or pulling method. The typical water service consists of Type K copper tubing and a mechanical brass union to connect to the existing water service line at the b box.

*Service line material shall be as follows:*

*Public Water Service Lines shall be Type K Copper*

*Private Water Service Lines shall be Type K Copper.*

It shall be the responsibility of the contractor to locate the sanitary service on private property to ensure that the line will not be damaged by the installation of the new water service. Should the new water service installation come within 5 feet horizontally or cross the sanitary service when directional boring shall be utilized, it shall be the responsibility of the contractor to televise the sanitary service line to ensure that no break occurred during the water service line installation. Any damage to a sanitary service line shall be the responsibility of the contractor to repair at their expense.

Water service lines installed via the “pulling” method shall be installed according to the following specifications. This method is assumed to consist of the service line being disconnected at the water service corporation stop or the curb stop valve and a steel cable being run through the pipe from a winching device. This cable will then be connected to the new service line at either the proposed curb stop valve location or within the structure where the service line will be reconnected to the water meter. The contractor shall then proceed to pull the service line, removing the existing lead service line while at the same time installing the new copper service.

Upon completion of the pulling of the new service line, the section of service line material that was connected to the pulling device shall be cut off and discarded due to the excess wear on the material due to the contact from the pulling apparatus. This section that is removed and discarded shall not be considered for payment. Any service line that requires a casing pipe shall be installed under the appropriate service line with casing pay items included in this contract. In instances where the service line pulling fails or pulling is not possible due to galvanized pipe within the home and the transition to lead is not easily accessible, the service line will be installed by either directional boring or open-cutting operations and be paid for under each of those respective pay items.

# SPECIAL PROVISIONS

Water service lines installed via the directional boring method shall be installed according to the following specifications. This method is assumed to consist of the contractor completing directional boring operations by drilling to the foundation of the property or to the b box and connecting the new service line and pulling the line into place with the directional boring machine. Any boring slurry that is spilled on the surface during boring operations shall be cleaned immediately and disposed of by the contractor. No additional payment shall be authorized. In locations where the Contractor desires to set up equipment on a neighboring property to the property receiving the service replacement, it shall be the sole responsibility of the contractor to ensure that permission has been granted from the property owner of the location where the equipment will sit. The Owner and Engineer will bear no liability for contractor negligence. Restoration work that is required due to boring rig set up will not be eligible for additional compensation.

Disconnection and abandonment of the existing water services, including removal of corporation stop and sleeve and plugging hole, or the installation of a stainless steel corporation stop abandonment sleeve, and disconnection and reconnection of existing sewer services, if required, shall be included in this pay item. No additional payments will be made. Should a corporation stop be cross-threaded upon installation into the water main, a stainless steel abandonment sleeve shall be used for the abandonment and a new corporation stop shall be installed at no additional expense. Abandonment of existing service shall also include the removal of the existing b box. Existing b boxes shall be pulled or cut 18 inches down.

All water services are required to be installed/tapped by a licensed plumber and inspected by the City of Rockford (Building Department) prior to backfilling. A crimping tool shall not be used to temporarily stop a water service, except in an emergency. If a crimping tool is used to stop a service line, the final repair shall be as directed by the Owner, but in no case shall uncrimping the line be allowed.

***Pulling Failure Contingency Plan***

In instances where the pulling device separates from the new service line, the contractor shall immediately notify the Owner and Engineer and complete an exploratory excavation to establish the reconnection of the pulling mechanism to the new service line and continue pulling the new service line into place. The cost of the exploratory excavation to reconnect the pulling apparatus shall be paid for at the contract unit price for EXPLORATORY EXCAVATION, PULLING FAILURE RECONNECTION.

**Method of Measurement.** Measurement for this work will be per lineal foot.

**Basis of Payment.** This work will be paid for at the contract unit price per each for PUBLIC WATER SERVICE, BORED OR PULLED, COPPER, COMPLETE, 1", PRIVATE WATER SERVICE, BORED OR PULLED, COPPER, COMPLETE, 1". This work will only be authorized for payment in instances where the pulling or boring of the service line is successful for replacement.

**SIDEWALK REMOVAL AND REPLACEMENT, 4"**

**Description.** This work shall conform to Section 440 and 424 of the Standard Specifications and shall be per limits marked out by Owner or Engineer at the project site.

# SPECIAL PROVISIONS

The area of sidewalk removal shall be deep enough to accommodate both the new base stone and the new sidewalk. Regrading of parkways, yards and other areas to accommodate revised sidewalk grades shall be incidental to this item and will not be considered for additional payment.

The contractor acknowledges that all sidewalks to be installed shall conform to all applicable laws and regulations including but not limited to the newly revised PROWAG requirements. In cases where legal requirements may conflict, the owner shall choose the governing regulation to follow. The contractor must be knowledgeable of PROWAG and ADA regulations and shall provide assistance to the owner's field representative in the design of all sidewalk installations at no additional cost to the owner. Assistance may include but not is not limited to field assistance in measuring sidewalk grades, staking and layout of curb ramps, verification of PROWAG compliance and final grade checks of formwork prior to the placement of concrete material.

Care must be taken such that concrete joint faces remain vertical and are protected from spalling. In cases where drop-offs exceed 2 inches, measures such as temporary wedges may be required, and the cost will be incidental to the final contract.

Contractor shall be responsible for the removal and disposal of all waste materials.

Sidewalk installation work shall consist of construction Portland cement concrete sidewalk and sidewalk accessibility ramps on a prepared subgrade in accordance with Section 424 of the Standard Specifications and the IDOT Standard Highway details in the details.

Subgrade Preparation: Add the following to Article 424.04 of the Standard Specifications: concrete shall not be placed on soft, muddy, frozen or non-compacted subgrade or subbase.

Finishing: The surface shall be scored according to the plan details, or if not otherwise specified, in five (5) foot squares with a directional broom finish. Tooled joints, which are at right angles to the edge of walk, should be placed according to the scoring pattern as indicated on the plans, or if not otherwise specified, at five (5) foot intervals. These joints shall be at least 1-1/2 inches deep and not less than 1/8 inches wide, but no more than 1/4 inches wide.

Expansion Joints: Add the following to Article 424.07 of the Standard Specifications: Expansion and contraction joints shall be placed in prolongation with adjacent pavements. They shall also be placed between the new sidewalks and the existing pavements, new sidewalks and existing buildings, and at intervals at 50 feet. Asphalt joints or fiber joints with rubber joint sealer may be used.

Curing and Protection: Curing and protection shall be in accordance with Article 1020.13 of the Standard Specifications.

Curb Ramps: Add the following to Article 424.08 of the Standard Specifications: Sidewalks at curb ramps shall be thickened to 8" and include welded wire fabric. The additional thickness for curb ramps and reinforcement shall be included in the cost and shall include all labor and materials to install the walk as shown herein and as directed by the Owner, including detectable warning pads.

# SPECIAL PROVISIONS

Any curb and gutter needed to be modified due to ADA curb ramps shall be saw cut to depressed curb using a curb cut machine and shall be incidental to this item.

All sidewalks to be installed shall conform to all applicable laws and regulations including, but not limited to, newly revised PROWAG requirements. In cases where legal requirements may conflict, the Owner shall choose the governing regulation to follow. The Contractor must be knowledgeable of PROWAG and ADA regulations and shall provide assistance to the Owner in the design of all sidewalk installations at no additional cost to the Owner. Assistance may include but is not limited to field assistance in measuring sidewalk grades, staking and layout of curb ramps, verification of PROWAG compliance and final grade checks of formwork prior to the placement of concrete material.

Alley and Driveway Approaches: Sidewalk will be thickened to 8" and base course thickened to 4" through alley approaches and shall be reinforced with welded wire fabric reinforcing steel equal to or better than 6"x 6" D8.0/D8.0. The additional material and welded wire fabric reinforcing steel will be incidental to this item.

Utility Adjustments: Any water service boxes, valves, manholes, handholes or other utility device in sidewalk areas must be adjusted to the proper height prior to the sidewalk placement. Contractor must contact the Owner prior to concrete placement if a valve box or other utility device is not adjustable or is broken. If replacement parts are required, the Contractor shall contact the Owner for supply of new parts. Valve boxes to be set in concrete must have a protective cone installed.

Stamped and Colored Concrete Sidewalk: Any area of stamped and colored concrete that is to be removed and replaced shall be replaced in kind and be paid for under this pay item. No additional compensation for the coloring of the concrete shall be authorized.

Detectable Warning Pad: Detectable warning pads, if required as part of the work to install a curb ramp, shall be considered incidental to this pay item.

No additional payment will be authorized for excess sidewalk removed due to contractor negligence which includes, but is not limited to instances where the contractor drives machinery over sidewalk that is not anticipated to be removed and breaks, or the contractor fails to properly saw cut the sidewalk sections to be removed and the adjacent sidewalk is heaved and unsettled. Any damage caused to underground electrical, invisible fencing, or lawn irrigation systems shall be repaired at the contractor's expense and no additional compensation shall be authorized.

**Method of Measurement.** This work will be measured for payment in place and the area computed in square feet. Curb ramps will be measured on a square foot basis and paid the same as sidewalk.

**Basis of Payment.** This work will be paid for at the contract unit price per square foot for SIDEWALK REMOVAL AND REPLACEMENT, 4", which price shall include removal of existing sidewalk, subgrade preparation and any necessary Aggregate Base Course Type B. Payment shall not be made on any sidewalk removal and replacement work until the sidewalk has been fully replaced. Should work extend into months where weather conditions do not permit concrete work, the sidewalk area shall

# SPECIAL PROVISIONS

be brought to grade with gravel and maintained until weather conditions permit concrete work to take place. In this instance, a 50% payment will be made on the applicable work and the remaining 50% will be paid upon final installation.

**PAVEMENT REMOVAL AND PATCH REPLACEMENT, CLASS D**

**Description.** This work shall conform to Sections 440 and 442 of the Standard Specifications.

The area of pavement removal shall be according to the location of the existing water main where existing service line is to be abandoned and proposed to be tapped. This pay item shall include concrete, and brick surface full-depth removal. Care must be taken such that concrete joint faces remain vertical and are protected from spalling. In all cases where drop-offs exist, measures such as temporary wedges will be required, and the cost will be incidental to the final contract. Should the required depth of pavement removal result in the removal of aggregate base or soil under the concrete or brick surface, removal is paid for in this pay item as pavement material and no extra payment will be made. Any necessary bituminous surface removal shall also be included in this pay item.

The area of pavement to be removed shall be saw cut with water sprayed to control dust prior to removal operations taking place. Should the saw cutting take place on a day other than construction, the contractor shall be responsible for utilizing proper traffic control per IDOT Standard Specifications. The contractor shall also remove any debris generated by the mixture of dust and water prior to leaving the site after saw cutting takes place. Should the saw cutting take place on a day other than that of construction, no additional traffic control payment shall be authorized and it shall be considered incidental to the traffic control and protection pay item that is associated with the service on the day of construction. No additional compensation shall be provided for the cleaning of the area sawcut if completed on a day other than that of construction of the water service.

Pavement Patch, Class D installation work shall conform to the applicable portions of Section 442 of the Standard Specifications and shall include the installation of aggregate base course and new hot mix asphalt installed per the pavement patch, class D section detail drawing contained within these specifications.

Contractor shall be entitled to complete pavement patching replacements up to three weeks after completion of the service replacement. Upon completion of the service installation, but before final paving operations, the patch area shall be brought to grade with stone to limit traffic interruptions. Contractor shall notify inspector in advance of paving for base and depth verification.

***Should work on this contract extend into winter months where asphalt plants are not operating and weather conditions do not permit paving operations within standard specification requirements, the contractor shall be responsible for installing and maintaining temporary cold patch asphalt in any locations that are completed over the winter months until weather conditions permit paving work to take place.***

**Method of Measurement.** Measurement for this work will be made on the basis of per square yard.

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**Basis of Payment.** This work will be paid for at the contract unit price per square yard for PAVEMENT REMOVAL AND PATCH REPLACEMENT, CLASS D. Payment for this pay item will not be authorized until the pavement has been fully replaced, except in cases where weather conditions may delay paving through the winter months. Should this occur, 50% payment will be made to the contractor, and the remaining 50% will be paid upon the replacement of the asphalt when weather conditions permit paving.

**COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT**

**Description.** This work shall conform to Section 440 and 606 of the Standard Specifications and include all materials, labor and equipment necessary to complete the project.

The area of curb and gutter removal shall be deep enough to accommodate both the new base stone and the new curb and gutter.

Care must be taken such that concrete joint faces remain vertical and are protected from spalling. Concrete must be sawcut during the removal process.

Contractor shall be responsible for the removal and disposal of all waste materials.

Combination curb and gutter replacement installation work shall conform to the applicable portions of Section 606.

Construction Requirements. One inch (1”) Ceramer expansion joint material or an Owner approved equal, shall be installed at 100 foot intervals, at all radii and 5 feet either side of inlets when not at radii. Each expansion joint shall be finished with an Owner approved caulking material that fills the void between the Ceramer expansion joint material and the face of the curb. Aggregate required under the curb shall be the thickness shown in the details and shall be included in the unit cost per foot of concrete curb and gutter.

Pavement removal and replacement shall be paid under the applicable pay items for the type of pavement present. If sawcut is less than 4’ wide from pavement edge, pavement section must be filled with concrete base course to 2” below surface and finished with a layer of hot mix asphalt pavement. Otherwise pavement section may match existing pavement section.

Expansion joints, aggregate under the curb and gutter (4” minimum depth), curb and gutter removal, necessary pavement removal, and pavement replacement (to an elevation two inches below the new curb and gutter flag) shall be required and shall be incidental to this item.

Replacement of curb and gutter must be completed and cured before milling operations on the adjacent bituminous pavement.

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No additional payment shall be authorized for excess curb and gutter removed due to contractor negligence, including any instances where insufficient saw cutting results in additional curb being inadvertently removed. Any damage caused to underground electrical, invisible fencing, or lawn irrigation systems shall be repaired at the contractor's expense and no additional compensation shall be authorized.

**Method of Measurement.** This work will be measured for payment per lineal foot in accordance with Article 606.14(b).

**Basis of Payment.** This work will be paid for at the contract unit price per lineal foot for COMBINATION CONCRETE CURB AND GUTTER, TYPE M 6.18 (MODIFIED). Payment for this pay item will not be authorized until the curb and gutter has been fully replaced, except in cases where weather conditions may delay concrete work through the winter months. Should this occur, 50% payment will be made to the contractor, and the remaining 50% will be paid upon the replacement of the curb and gutter when weather conditions permit paving.

**CONNECTION TO WATER METER (BASEMENT/CRAWLSPACE), COMPLETE**

**Description.** This work shall be furnished and installed in accordance with the City of Rockford Water Division Specifications and the requirements of the Engineer.

This work shall consist of the connection of the newly installed private water service in a basement or crawlspace to a new water meter inside the home (water meters to be provided by Owner and installed by Contractor) and installation of new valve and tail piece on each side of new meter. Valves shall be ball valves of the appropriate size, and tail pieces shall be Mueller H 10896N (1 inch), Mueller H10891N (1.5 inch and 2 inch), AY McDonald 74620, or approved equal. Upon completion of connection, the areas required to be disturbed during the work to make the connection to the meter inside the home shall be returned to pre-construction conditions. This pay item shall also include up to ten (10) lineal feet of interior plumbing required to relocate the meter should any conflicts warrant relocation. Relocation outside of ten (10) lineal feet shall be paid for under the WATER METER RELOCATION pay item. This connection pay item shall also include removal and replacement of a section of the foundation floor or patching of the foundation wall, if necessary. Upon completion, the foundation floor area removed shall be repaired with concrete at the same thickness of the existing floor. Walls shall be repaired with hydraulic cement. All penetrations shall be sealed to be watertight. Contractor shall be responsible for documenting any existing cracking or issues with the foundation walls or floor prior to disturbance.

This work shall be completed per the included standard detail drawing for connection of the new service line to the new water meter. It shall be the responsibility of the contractor to obtain water meter supplies (water meter body, water meter register, ERT device) from the City of Rockford Water Division, 1111 Cedar St, Rockford, IL 61102 for each address prior to the work taking place. The contractor shall be responsible for filling out the required water meter replacement form included in the appendix of these specifications. Water meter sizing shall be determined by the City of Rockford Water Division, and the contractor shall return all existing meters and the paperwork associated with

# SPECIAL PROVISIONS

the replacement to the City of Rockford Water Division each Friday for services completed that week. No payment shall be authorized for this pay item until the City of Rockford Water Division has acknowledged receipt of the existing water meter and properly filled out paperwork.

The new meter shall be supported by a metal brace upon completion of installation and the ERT shall be installed at the highest vertical point within reach of the water meter. Installation of the ERT shall consist of the unit being fastened to the wall using screw fasteners and anchors, if necessary. Loose cable between the ERT and meter shall be coiled and secured using zip ties. Pipe material shall not be considered acceptable for meter bracing and proper pipe hangers shall be used to secure any new sections of pipe required for the installation. No zip ties shall be used as hangers for plumbing piping.

All private water meter connections are required to be completed by a licensed plumber and inspected by the City of Rockford (Building Department) prior to acceptance. It shall be the contractor's responsibility to set up building department inspections for the work being performed. A crimping tool shall not be used to temporarily stop a water service, except in an emergency. If a crimping tool is used to stop a service line during the connection, the final repair shall be as directed by the Owner, but in no case shall uncrimping the line be allowed.

The work required to push the service line through the foundation wall or floor of the residence shall be considered incidental to the WATER SERVICE, BORED OR PULLED, and WATER SERVICE OPEN CUT pay items and shall include water services between the specified 1" and 2" pay items. Upon completion of the service line hookup to the water meter, the penetration through the foundation wall shall be sealed with hydraulic cement and subject to inspection and approval by Owner and Engineer. Any sections of the foundation floor removed for the installation of the service line shall be replaced in kind and match the thickness of the existing floor section. Interior restoration work to return the site to pre-construction conditions shall be considered incidental to this pay item.

**Method of Measurement.** Measurement for this work will be per each location where reconnection to the water meter is necessary.

**Basis of Payment.** This work will be paid at the contract unit price for Each for CONNECTION TO WATER METER (BASEMENT/CRAWLSPACE), COMPLETE.

**RESTORATION, COMPLETE**

This work shall consist of repairing disturbed areas other than those areas disturbed by installation of inlets, manholes, curbs, gutters, sidewalk and driveway approaches. Restoration areas shall be those that have been disturbed during directional boring or pulling operations only. Water services that have been installed via the open cut method are to be paid for under the RESTORATION, OPEN CUT, COMPLETE pay item. Disturbed areas to be provided with a minimum of 4" of topsoil and seeding. Topsoil material shall be indigenous to Winnebago County, meet with the requirements of Article 1081.05 of the Standard Specifications, and have no more than 55 percent sand content as determined in accordance with AASHTO T88. Seeding method shall consist of applying seed, fertilizer and erosion control blanket on prepared seedbed in accordance with IDOT Section 250 and 251 in so far as said sections apply. Fertilizer shall be applied at a rate of 300 lbs./acre.

# SPECIAL PROVISIONS

Contractor Guarantee of Work: All seeded areas shall be neatly prepared and seed shall be evenly applied. Topsoil shall be free from rocks and not contain clumped material. It shall be the responsibility of each property owner to water and mow areas that have been properly restored by the contractor. Should the property owner notify the Owner or Engineer about issues consisting of uneven seeding or an improperly prepared seed bed, the Contractor shall immediately correct the issues identified.

Any water service boxes in parkway areas to be restored must be adjusted to the proper height prior to seeding and upon completion of the service installation to eliminate any tripping hazards. Contractor must contact the owner prior to parkway restoration if a valve box is not adjustable or is broken. If the newly installed b box is not adjustable or broken it shall be the responsibility of the contractor to replace it at no cost to the owner.

Contractor acknowledges that the nature of this project requires varying scopes of work at many locations throughout a large area. As such, no additional payment will be made on this site-specific lump sum pay item for any location additions, deletions, or changes in scope of work at any particular location.

**Method of Measurement.** Measurement for this work will be per lump sum for disturbed areas to be restored at each location completed.

**Basis of Payment.** This work will be paid for at the contract lump sum price for each service location for and RESTORATION, COMPLETE.

**TRAFFIC CONTROL AND PROTECTION**

**Description.** This work shall consist of furnishing, installing, maintaining, relocating, and removing work zone traffic control and protection in accordance with Section 701 of the Standard Specifications and the standard details shown in the plans. This shall be for traffic control that is not anticipated to redirect traffic for more than 1 working day. Roads closed to local traffic only is considered on a case-by-case basis by the City as part of the ROW permit review process.

**Equipment.** This includes all signs, signals, temporary pavement markings, other required traffic control markings, barricades, warning lights, and other devices that are to be used to regulate, warn, detour or guide traffic during construction of this improvement in addition to Article 701.03 of the Standard Specifications.

**General.** All work shall be in conformance with the current edition of the Illinois Department of Transportation's Manual on Uniform Traffic Control Devices for Street and Highways.

Add the following to Section 701:

The Contractor will be required to furnish all traffic control devices necessary for the convenience and protection of vehicular and pedestrian traffic. Whenever the operation of the Contractor endangers or interferes with vehicular traffic or pedestrians, as determined by the Owner, the Contractor shall furnish any additional traffic control devices necessary to direct and protect his

# SPECIAL PROVISIONS

workmen at no extra cost to satisfy the requirements of the Owner. The Contractor will be required to furnish the necessary flaggers as specified in the Plans or required by the Owner on a continuous basis whenever construction operations are in progress.

The Contractor will be responsible for the proper location, installation and arrangement of all traffic control devices furnished by him. Whenever operations indicate that relocation of a proposed or existing traffic control device is advisable, as determined by the Owner, the Contractor shall remove, relocate and reinstall the device in question.

All advance warning signs for lane closure, intermediate information signs and standard signs shall be installed in accordance with Illinois Highway Standard 702001 02. Cones will not be allowed as a traffic control device.

The "WORKERS" (W21 1a(0) 48) signs shall be replaced with the symbol "Right or Left Lane Closed Ahead" (W4 2R or L (0) 48) signs.

Daily or periodic lane closures shall be erected no earlier than 9:00 AM and shall be removed no later than 3:30 PM regardless of the day of the week. In the event that a lane closure will remain for more than one calendar day, the Contractor shall notify the Owner and Engineer at least 6 hours in advance. Emergency lane closures shall be erected and removed at the explicit direction of the Owner.

All advance warning signs and traffic control devices shall be removed or covered by the Contractor when such signs and devices are not in effect or at the direction of the Owner.

The basic layout for traffic control devices will be in accordance with the Traffic Control Plans and Details as indicated in the Plans and Specifications. Traffic control in the State of Illinois Right of Way shall be constructed per the approved IDOT Utility Permit.

The Contractor will be responsible for the maintenance of all traffic control devices installed by him as designated in the Plans and Specifications or as required by the Owner. The Contractor will provide surveillance of all barricades, barrels, warning signs and lights which he has installed on a 24-hour-a-day basis for each day of this contract. In the event of severe weather conditions, the Contractor shall be required to furnish any additional personnel required to maintain all traffic control devices as required by the Owner. Surveillance shall mean checking control devices periodically, but not less than once every 12 hours.

The Contractor shall provide the City of Rockford with the name, address and telephone number of two (2) persons who will be responsible for maintaining the traffic control devices and who will be available to the City on an immediate basis 24 hours a day. If, for any reason, one or both of the persons become unavailable, the Contractor shall furnish the same information for other individuals who will be available.

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The Contractor will be required to remove all traffic control devices, that were furnished, installed or maintained by him under this contract, and such devices shall remain the property of the Contractor upon said removal. All traffic control devices shall remain in place until specific authorization for removal is received from the Owner.

During any construction, a minimum of one twelve (12) foot traffic lane in each direction shall be maintained. Any deviation from this requirement shall be approved by the Owner, with detour signing provided by the Contractor at the request of the Owner. No extra compensation will be allowed for requirements of the detour plan.

Contractor acknowledges that the nature of this project requires varying scopes of work at many locations throughout a large area. As such, no additional payment will be made on this lump sum item for any location additions, deletions, or changes in scope of work at any particular location.

Locations within the same block that are being completed on the same day shall not qualify for multiple traffic control payments and as such the payment will be made for only one (1) of the locations being completed.

The Contractor is required to put out no-parking signs for the locations where work is scheduled to occur. Signs must be out at least 24 hours in advance.

**Method of Measurement.** This work will be measured for payment on a lump sum basis for each location completed.

**Basis of Payment.** This work will be paid for at the contract lump sum price per location for TRAFFIC CONTROL AND PROTECTION.

**PRIMARY ELECTRICAL GROUNDING SYSTEM INSTALLATION**

**Description.** This pay item shall consist of all labor and materials to install a new primary grounding system for any property that has a primary electrical ground connected to an existing metallic water service line. Work shall conform to the included construction standard detail drawing. This includes PVC conduit being used to ground penetration and all wire used should be jacketed. Any penetration through the foundation or exterior wall of the property to run the grounding wire shall be sealed watertight upon completion of the grounding system installation.

This pay item shall only be authorized for use in situations where an electrical ground wire is discovered on the water service line in the home during the pre-construction inspection. Upon discovery of the primary ground on the water line, it shall be the responsibility of the Owner or their authorized representative to work with the homeowner to determine a scheduled time that the contractor can enter the property and complete the work. The Owner or their representative shall then provide the homeowner availability to the Contractor. All residential scheduling coordination shall be completed by the Owner or their authorized representative.

# SPECIAL PROVISIONS

This work shall be completed by a licensed electrician in the State of Illinois prior to the water service being replaced to ensure that the home electrical system remains grounded. Work shall conform to the included construction standard detail drawing. This includes using PVC conduit to ground penetration, and all wire used should be jacketed. Any penetration through the foundation or exterior wall of the property to run the grounding wire shall be sealed watertight upon completion of the grounding system installation.

**Method of Measurement.** This work shall be measured for payment on a per EACH basis.

**Basis of Payment.** This work shall be paid for at the contract unit price per EACH for PRIMARY ELECTRICAL GROUNDING SYSTEM INSTALLATION.

**RECONNECTION OF WATER SERVICE ELECTRICAL JUMPER CABLE**

**Description.** This pay item shall consist of all labor and materials to sufficiently reconnect the electrical grounding jumper wire being run from one side of the existing water meter to the other regardless of new water service material type.

This pay item shall only be authorized for use if a grounding jumper is discovered during the pre-construction inspection that will take place at the property prior to construction taking place.

This work shall be completed by a licensed electrician in the State of Illinois at the time of the service replacement and apply to all current national and local electrical codes and is subject to inspection by the City of Rockford building department upon completion of the work. The existing wire shall be reconnected with metal clamps on both sides of the water meter. Should the wire be in a condition that is not conducive for reconnection, a new section of wire shall be installed with metal clamps on each side of the meter.

**Method of Measurement.** This work shall be measured for payment on a per EACH basis.

**Basis of Payment.** This work shall be paid for at the contract unit price per EACH for RECONNECTION OF WATER SERVICE ELECTRICAL JUMPER CABLE.

## CONTINGENCY PAY ITEM SPECIAL PROVISIONS

**PCC PAVEMENT, JOINTED, REMOVAL AND REPLACEMENT, 9”**

**Description.** This work shall be constructed according to Sections 420 and 440 of the “Standard Specifications for Road and Bridge Construction Illinois”, latest edition. This work will include the complete removal and placement of concrete pavement as noted on the plans or as determined in the field by the Owner and Engineer. The pavement limits shall be sawcut to full depth to allow for a clean edge for construction. Haul off and disposal of the concrete pavement to be removed shall be considered incidental to this pay item.

# SPECIAL PROVISIONS

Any water valve boxes in the areas to be replaced must be adjusted to the proper height prior to concrete placement. Contractor must contact the owner prior concrete placement if a valve box is not adjustable or is broken. If replacement parts are required, Contractor shall contact Owner for supply of new parts. Valve boxes to be set in concrete must have protective cone installed.

Reinforcement shall match the layout in the adjacent concrete pavement. Any cost associated with reinforcement labor and materials shall be considered incidental to this pay item. Aggregate base course material Type B shall be placed and compacted under the new PCC pavement and be considered incidental to this pay item. The minimum thickness for this aggregate base course material shall be twelve (12") inches.

**Method of Measurement.** Measurement for this work will be per square yard.

**Basis of Payment.** This work shall be paid for at the contract unit price per Square Yard for PCC PAVEMENT, JOINTED, REMOVAL AND REPLACEMENT, 9". This price shall include furnishing, placing and compacting aggregate base course under all PCC pavement to be installed per the included typical section detail.

**PCC APPROACH PAVEMENT REMOVAL AND REPLACEMENT, 6"**

**Description.** This work shall be constructed in accordance with Sections 423 and 440 of the Standard Specifications. Aggregate base course material Type B shall be placed and compacted under the new approach pavement and shall be considered incidental to this pay item. The minimum thickness for this aggregate base course material shall be four (4") inches.

The area of approach pavement removal shall be determined in the field by the Owner and Engineer for each service replacement and be replaced according to the typical section that is referenced in the contract. This will include concrete surface edge milling, concrete surface butt joints and concrete surface full-width mill. Care must be taken such that concrete joint faces remain vertical and are protected from spalling. In cases where drop-offs exceed 2 inches, mitigation measures such as temporary asphalt wedges may be required, and the cost will be incidental to the contract. Contractor shall be responsible for the removal and disposal of all waste materials.

Contractor shall take special care to the parkway during removals. Any damage done to sprinkler systems or invisible fencing shall be to responsibility of the contractor and no additional payment will be made. Any parkway restoration outside of disturbance from water service installation required by the installation of approaches shall be considered incidental to this contract and will not be considered for additional payment.

Any water service boxes in approach areas to be replaced must be installed in a protective cone and adjusted to the proper height prior to concrete placement. Valve boxes to be set in concrete must have protective cone installed that will be provided by the Rockford Water Division.

No additional payment will be authorized for excess PCC Approach Pavement removed due to breakage from contractor negligence when operating machinery or failure to saw cut to full depth.

# SPECIAL PROVISIONS

**Method of Measurement.** Measurement for this work will be per square yard.

**Basis of Payment.** This work will be paid for at the contract unit price per square yard for PCC APPROACH PAVEMENT REMOVAL AND REPLACEMENT, 6". This price shall include welded wire fabric reinforcing steel equal to or better than 6" X 6" D8.0/D8.0 in all alley approaches. This price shall include furnishing, placing and compacting aggregate base course material under all approaches.

**TREE REMOVAL (6-15 UNITS DIAMETER)**
**TREE REMOVAL (OVER 15 UNITS DIAMETER)**

**Description.** This work shall be constructed in accordance with Section 201 of the Standard Specifications. This item may or may not be utilized under this contract pending individual site determination at the time of pre-construction site inspection. No tree removal shall be authorized without the written consent of Owner and Engineer.

**Method of Measurement.** Measurement for this item will be per Unit Diameter, measured per IDOT Standard Specification guidance.

**Basis of Payment.** This item shall be paid for at the contract unit price per Each for TREE REMOVAL (6 15 UNITS DIAMETER) and TREE REMOVAL (OVER 15 UNITS DIAMETER), which shall be payment in full for all labor, materials and equipment necessary to remove the tree and stump.

**ROCK EXCAVATION**

**Description.** This work shall conform to Section 202 of the Standard Specifications and consist of the excavation and transportation of suitable excavated material to embankment locations throughout the limits of the contract, or the excavation, transportation, and disposal of excavated material. This item may or may not be utilized under this contract pending individual site determination at time of pre-construction inspection.

This work shall consist of the excavation from the site of boulders 1/2 cu yd (0.5 cu m) in volume or greater and all rock in ledges, bedded deposits and conglomerate deposits exhibiting the physical characteristics and difficulty of rock removal as determined by Owner and Engineer.
This work will be measured for payment in their original positions, and the volumes in cubic yards computed by the method of average end areas. The volume of any unstable or unsuitable material removed will be measured for payment in cubic yards.

**Method of Measurement.** This work will be measured for payment on a cubic yard basis.

**Basis of Payment.** This work will be paid for at the contract unit price per cubic yard for ROCK EXCAVATION.

# SPECIAL PROVISIONS

## HMA APPROACH PAVEMENT REMOVAL AND REPLACEMENT, 3”

**Description.** This item shall conform to Sections 406 and 440 of the "Standard Specifications for Road and Bridge Construction Illinois", latest edition and as detailed on the plans.

The area of approach pavement removal shall be determined in the field by the Owner and Engineer for each service replacement and be replaced according to the typical section that is referenced in the contract. This will include concrete surface edge milling, concrete surface butt joints and concrete surface full-width mill. Care must be taken such that concrete joint faces remain vertical and are protected from spalling.

In cases where drop-offs exceed 2 inches, mitigation measures such as temporary asphalt wedges may be required, and the cost will be incidental to the final contract.

Contractor shall be responsible for the removal and disposal of all waste materials.

Contractor shall take special care of the parkway during removals. Any damage done to sprinkler systems or invisible fencing shall be to responsibility of the contractor and no additional payment will be made.

Aggregate base course material Type B shall be placed and compacted under the new approach pavement and shall be considered incidental. The minimum thickness for this aggregate base course material shall be eight (8") inches per the included typical section detail in this contract. Tack coat shall be applied to the aggregate base course per Section 406 of the "Standard Specifications for Road and Bridge Construction Illinois", latest edition. The cost for prime or tack coat bituminous materials shall be considered incidental.

Any parkway restoration required by the installation of approaches shall be considered incidental to this contract and will not be considered for additional payment.

Any water service boxes in approach areas to be replaced must be adjusted to the proper height prior to HMA placement. Contractor must contact the owner prior to HMA placement if a valve box is not adjustable or is broken. If replacement parts are required, Contractor shall contact Owner for supply of new parts. Valve boxes to be set in HMA must have a protective cone installed that will be provided by the Rockford Water Divison.

Weeds and debris within the approach limits must be properly removed before any paving occurs.

Vibrating Rollers will not be allowed on residential streets unless specified by the Owner. In the absence of a vibratory roller on streets, densities shall be 93% minimum unless specified by the Owner.

**Method of Measurement.** Measurement for this work will be on a square yard basis.

# SPECIAL PROVISIONS

**Basis of Payment**. This work will be paid for at the contract unit price per square yard for HMA APPROACH PAVEMENT REMOVAL AND REPLACEMENT, 3". This price shall include removing and disposing of existing HMA approach pavement, furnishing, placing and compacting aggregate base course and prime or tack coat bituminous material under all approaches, and asphalt installation.

**RETAINING WALL, MODULAR BLOCK, COMPLETE**

**Description.** This work shall be constructed in accordance with Section 522 of the Standard Specifications. This item may or may not be utilized under this contract pending individual site determination at the time of pre-construction site inspection.

Work shall consist of furnishing and constructing the retaining wall system, as specified to match existing lines, grades, and dimensions determined upon removal of the existing retaining wall system. Subject to approval by Owner, Engineer, and in cases where work is on private property, the Property Owner.

**Method of Measurement.** This work shall be measured for payment in cubic yards according to Article
503.21 of the Standard Specifications.

**Basis of Payment.** This work will be paid for at the contract unit price per square foot for RETAINING WALL, MODULAR BLOCK, COMPLETE.

**RETAINING WALL, PCC CONCRETE, COMPLETE**

**Description.** This work shall be constructed in accordance with Section 522 of the Standard Specifications. This item may or may not be utilized under this contract pending individual site determination at time of pre-construction site inspection.

Work shall consist of furnishing and constructing the retaining wall system, as specified to match existing lines, grades, and dimensions determined upon removal of existing retaining wall system. Subject to approval by Owner, Engineer, and in cases where work is on private property, the Property Owner. Any redesign necessary to accommodate a precast wall option shall be the responsibility of the contractor. The addition of reinforcing bars shall be considered incidental to the cost of this work and shall conform to Section 508 of the Standard Specifications.

**Method of Measurement.** This work shall be measured for payment in cubic yards according to Article 503.21 of the Standard Specifications.

**Basis of Payment.** This work will be paid for at the contract unit price per cubic yard for RETAINING WALL, PCC CONCRETE, COMPLETE**.**

**SILT FENCE**

# SPECIAL PROVISIONS

**Description.** This work shall be constructed in accordance with Section 280 of the Standard Specifications. This item may or may not be utilized under this contract pending individual site determination at the time of pre-construction site inspection. This pay item shall include both installation and removal/disposal

**Method of Measurement.** This work shall be measured for payment on a per linear foot basis.

**Basis of Payment.** This work shall be paid for at the contract unit price per linear foot for SILT FENCE.

**INLET AND PIPE PROTECTION**

**Description.** This work shall conform to Section 280 Temporary Erosion Control of the Standard Specifications. This work shall conform to all requirements of Part IV in the General NPDES Permit No. ILR10. The management practices, controls, and other provisions contained in the erosion and sediment control plan must be at least protective of the requirements contained in the Illinois Urban Manual.

This item shall include all labor, materials and equipment needed for the installation, maintenance, removal, quantification, and disposal of the temporary erosion control system. This item must be installed, inspected and approved before construction activities begin, and proper protection must be maintained until the site is deemed stabilized by the Owner and the volume of sediment collected is quantified and documented.

Product samples shall be submitted to ownership for approval prior to construction.

Some accepted methods and manufactured products may not be approved or allowed for use. Specifically, the following products and practices will not be allowed:

Wrapping inlet grate with geotextile filter fabric
Use of “Dandy Bags” by Dandy Products
Use of “Dandy Sacks” by Dandy Products

Use of “temporary” inlet filters which cover the inlet from flying debris may be approved in certain locations where deemed appropriate by the owner. This type of inlet protection will not be allowed where fine sediment suspended in water must be filtered nor will it be allowed when rainfall is anticipated during the inlet filter’s period of use.

**Method of Measurement.** This work will be measured for payment as individual items and the unit of measurement will be each.

**Basis of Payment.** This work will be paid for at the contract unit price per Each for INLET AND PIPE PROTECTION.

# SPECIAL PROVISIONS

## RESTORATION, OPEN-CUT, COMPLETE

**Description.** This work shall consist of repairing disturbed areas other than those areas disturbed by installation of inlets, manholes, curbs, gutters, sidewalk and driveway approaches. Disturbed areas to be provided with 4" of topsoil and seeding. Topsoil material shall be indigenous to Winnebago County, meet with the requirements of Article 1081.05 of the Standard Specifications, and have no more than 55 percent sand content as determined in accordance with AASHTO T88. Seeding method shall consist of applying seed, fertilizer and erosion control blanket on prepared seedbed in accordance with IDOT Sections 250 and 251 in so far as said sections apply.

Fertilizer shall be applied at a rate of 300 lbs./acre. Second fertilizer application 3 weeks after seeding of 10 10 10, 250 lbs./acre, if good stand is achieved.
Contractor Guarantee of Work: All seeded areas shall be neatly prepared and seed shall be evenly applied. Topsoil shall be free from rocks and not contain clumped material. It shall be the responsibility of each property owner to water and mow areas that have been properly restored by the contractor. Should the property owner notify the Owner or Engineer about issues consisting of uneven seeding or an improperly prepared seedbed, the Contractor shall immediately correct the issues identified.

Any water service boxes in parkway areas to be restored must be adjusted to the proper height prior to seeding and upon completion of the service installation to eliminate any tripping hazards. Contractor must contact the owner prior to parkway restoration if a valve box is not adjustable or is broken. If the newly installed b box is not adjustable or broken it shall be the responsibility of the contractor to replace it at no cost to the owner.

Contractor acknowledges that the nature of this project requires varying scopes of work at many locations throughout a large area. As such, no additional payment will be made on this site-specific lump sum pay item for any location additions, deletions, or changes in scope of work at any particular location.

**Method of Measurement.** Measurement for this work will be per lump sum for disturbed areas to be restored at each location completed.

**Basis of Payment.** This work will be paid for at the contract lump sum price for each service location for RESTORATION, OPEN CUT, COMPLETE.

## WATER METER RELOCATION, COMPLETE

**Description.** This work shall be furnished and installed in accordance with the City of Rockford Water Division Specifications, Illinois Plumbing code, 2014 Edition, Illinois Department of Public Health Standards, and the requirements of the Owner and shall be used in situations where the existing water meter must be relocated due to utility conflict or presumed risk to existing underground utilities during direction boring operations.

# SPECIAL PROVISIONS

It is assumed that various sizes of water service lines will be encountered throughout this project and as such all interior plumbing pipe sizes between 1/2" to 2" shall be included in this pay item. All fittings and associated appurtenances required to complete the relocation shall be considered incidental to the water meter relocation pay item.

All work shall be completed by a licensed plumber and is subject to inspection by the City of Rockford (building department) prior to completion. It shall be the responsibility of the contractor to contact the plumbing inspector to schedule the inspection.

Properties with copper interior plumbing shall have their water meter relocated using copper tubing unless written authorization is received from the property owner prior to installation and is submitted to Engineer and Owner for verification.

**Method of Measurement.** Measurement for this work shall be per lineal foot after the initial ten (10) lineal feet paid for under the CONNECTION TO EXISTING WATER METER, COMPLETE pay item.

**Basis of Payment.** This work will be paid for at the contract unit price per lineal foot for WATER METER RELOCATION, COMPLETE.

**ADDITIONAL SET-UP BORING LENGTH**

**Description.** This work shall include the boring length from the ground penetration point to the water main or b box where the new service will be installed to assist in the limitation of pavement removal and replacement or from ground penetration to the water main for public services. This pay item shall only be authorized when the service line replacement is being installed via directional boring operations. No payment shall be authorized for locations where the new service line is being pulled into place.

In locations where the Contractor desires to set up equipment on a neighboring property to the property receiving the service replacement, it shall be the sole responsibility of the contractor to ensure that permission has been granted from the property owner of the location where the equipment will sit. The Owner and Engineer will bear no liability for contractor negligence. Restoration work that is required due to boring rig setup will not be eligible for compensation.

The use of this pay item is subject to approval by the owner and engineer and shall be approved prior to completion. Only one length will be measured for full-service replacements.

**Method of Measurement.** Measurement for this work shall be per lineal foot.

**Basis of Payment.** This work will be paid for at the contract unit price per lineal foot for ADDITIONAL SET-UP BORING LENGTH.

# SPECIAL PROVISIONS

**PUBLIC WATER SERVICE, OPEN-CUT, COPPER, COMPLETE, 1”**
**PRIVATE WATER SERVICE, OPEN-CUT, COPPER, COMPLETE, 1”**
**PUBLIC WATER SERVICE, OPEN-CUT, HDPE, COMPLETE, 1”**
**PRIVATE WATER SERVICE, OPEN-CUT, HDPE, COMPLETE, 1”**
**PUBLIC WATER SERVICE, OPEN-CUT, COPPER, COMPLETE, 1.5”**
**PRIVATE WATER SERVICE, OPEN-CUT, COPPER, COMPLETE, 1.5”**
**PUBLIC WATER SERVICE, OPEN-CUT, HDPE, COMPLETE, 1.5”**
**PRIVATE WATER SERVICE, OPEN-CUT, HDPE, COMPLETE, 1.5”**
**PUBLIC WATER SERVICE, OPEN-CUT, COPPER, COMPLETE, 2”**
**PRIVATE WATER SERVICE, OPEN-CUT, COPPER, COMPLETE, 2”**
**PUBLIC WATER SERVICE, OPEN-CUT, HDPE, COMPLETE, 2”**
**PRIVATE WATER SERVICE, OPEN-CUT, HDPE, COMPLETE, 2”**

*This pay item has been included as a contingency item only and shall only be used with the written consent of the Owner and Engineer prior to construction operations taking place.*

**Description.** This work shall be furnished and installed in accordance with the City of Rockford Water Division Specifications and the requirements of the Engineer.

This pay item shall include the excavation, furnishing and installation of new water service and the necessary appurtenances to construct a water service, disconnection of old service, reconnection of new service at b box, and backfilling. The typical water service consists of a corporation stop valve, type K copper tubing, buffalo box, curb stop valve, and a mechanical brass union to connect to the existing water service line at the b box, if necessary based on conditions. HDPE is to only be used with approval from the Owner. Contractor shall be responsible for properly compacting the trench where the service line is installed to avoid settling. Should settling occur, the contractor shall be responsible for adding topsoil as soon as possible to address the issue. At no time shall a backfilled trench pitch towards the foundation of the property.

It shall be the responsibility of the contractor to locate the sanitary service on private property to ensure that the line will not be damaged by the installation of the new water service. Should the new water service installation come within 5 feet horizontally or cross the sanitary service it shall be the responsibility of the contractor to televise the sanitary service line to ensure that no break occurred during the water service line installation. Any damage to a sanitary service line shall be the responsibility of the contractor to repair at their expense.

*Service line material shall be as follows:*

*Public Water Service Lines shall be Type K Copper*

*Private Water Service Lines Shall be Type K Copper*

*Public/Private HDPE with tracer wire to only be used when approved by Owner.*

Buffalo boxes shall be placed on the right-of-way line, unless otherwise directed by Owner or Engineer.

# SPECIAL PROVISIONS

Disconnection and abandonment of the existing water services, including removal of corporation stop and sleeve and plugging hole or the installation of a stainless steel corporation stop abandonment sleeve, and disconnection and reconnection of existing sewer services, if required, shall be included in this pay item. No additional payments will be made. Should a corporation stop be cross-threaded upon installation into the water main, a stainless steel abandonment sleeve shall be used for the abandonment and a new corporation stop shall be installed at no additional expense. Abandonment of existing service shall also include the removal of the existing b box. Existing b box shall be pulled or cut 18 inches down.

All water services are required to be installed/tapped by a licensed plumber and inspected by the City of Rockford (Building Department) prior to backfilling. A crimping tool shall not be used to temporarily stop a water service, except in an emergency. If a crimping tool is used to stop a service line, the final repair shall be as directed by the Owner, but in no case shall uncrimping the line be allowed.

**Method of Measurement.** Measurement for this work will be per lineal foot.

**Basis of Payment.** This work will be paid for at the contract unit price per lineal foot for PUBLIC WATER SERVICE, OPEN CUT, COPPER, COMPLETE, 1", PRIVATE WATER SERVICE, OPEN CUT, COPPER, COMPLETE, 1", PUBLIC WATER SERVICE, OPEN CUT, HDPE, COMPLETE, 1", PRIVATE WATER SERVICE, OPEN CUT, HDPE, COMPLETE, 1", PUBLIC WATER SERVICE, OPEN CUT, COPPER, COMPLETE 1.5", PRIVATE WATER SERVICE, OPEN CUT, COPPER, COMPLETE, 1.5", PUBLIC WATER SERVICE, OPEN CUT, HDPE, COMPLETE 1.5", PRIVATE WATER SERVICE, OPEN CUT, HDPE, COMPLETE, 1.5", PUBLIC WATER SERVICE, OPEN CUT, COPPER, COMPLETE 2", PRIVATE WATER SERVICE, OPEN CUT, COPPER, COMPLETE, 1.5", PUBLIC WATER SERVICE, OPEN CUT, HDPE, COMPLETE 2", and PRIVATE WATER SERVICE, OPEN CUT, HDPE, COMPLETE, 1.5".

**PUBLIC WATER SERVICE, BORED OR PULLED, HDPE, COMPLETE, 1"**
**PRIVATE WATER SERVICE, BORED OR PULLED, HDPE, COMPLETE, 1"**
**PUBLIC WATER SERVICE, BORED OR PULLED, COPPER, COMPLETE, 1.5"**
**PRIVATE WATER SERVICE, BORED OR PULLED, COPPER, COMPLETE, 1.5"**
**PUBLIC WATER SERVICE, BORED OR PULLED, HDPE, COMPLETE, 1.5"**
**PRIVATE WATER SERVICE, BORED OR PULLED, HDPE, COMPLETE, 1.5"**
**PUBLIC WATER SERVICE, BORED OR PULLED, COPPER, COMPLETE, 2**
**PRIVATE WATER SERVICE, BORED OR PULLED, COPPER, COMPLETE, 2"**
**PUBLIC WATER SERVICE, BORED OR PULLED, HDPE, COMPLETE, 2**
**PRIVATE WATER SERVICE, BORED OR PULLED, HDPE, COMPLETE, 2"**

**Description.** This work shall be furnished and installed in accordance with the City of Rockford Water Division Specifications and the requirements of the Engineer. This pay item shall include the excavation, furnishing and installation of new water service and the necessary appurtenances to construct a water service, disconnection of old service, reconnection of new service at b box and backfilling by the directional boring or pulling method. The typical water service consists of a

# SPECIAL PROVISIONS

corporation stop valve, type K copper tubing, buffalo box, curb stop valve, and a mechanical brass union to connect to the existing water service line at the b box, if necessary based on conditions. HDPE is to be only used with approval from Owner.

*Service line material shall be as follows:*

*Public Water Service Lines shall be Type K Copper*

*Private Water Service Lines Shall be Type K Copper*

*Public/Private HDPE with tracer wire to only be used when approved by Owner.*

It shall be the responsibility of the contractor to locate the sanitary service on private property to ensure that the line will not be damaged by the installation of the new water service. Should the new water service installation come within 5 feet horizontally or cross the sanitary service when directional boring shall be utilized, it shall be the responsibility of the contractor to televise the sanitary service line to ensure that no break occurred during the water service line installation. Any damage to a sanitary service line shall be the responsibility of the contractor to repair at their expense.

Water service lines installed via the "pulling" method shall be installed according to the following specifications. This method is assumed to consist of the service line being disconnected at the water service corporation stop or the curb stop valve and a steel cable being run through the pipe from a winching device. This cable will then be connected to the new service line at either the proposed curb stop valve location or within the structure where the service line will be reconnected to the water meter. The contractor shall then proceed to pull the service line, removing the existing lead service line while at the same time installing the new copper service.

Upon completion of the pulling of the new service line, the section of service line material that was connected to the pulling device shall be cut off and discarded due to the excess wear on the material due to the contact with the pulling apparatus. This section that is removed and discarded shall not be considered for payment. Any service line that requires a casing pipe shall be installed under the appropriate service line with casing pay items included in this contract. In instances where the service line pulling fails or pulling is not possible due to galvanized pipe within the home and the transition to lead is not easily accessible, the service line will be installed by either directional boring or open-cutting operations and be paid for under each of those respective pay items.

Water service lines installed via the directional boring method shall be installed according to the following specifications. This method is assumed to consist of the contractor completing directional boring operations by drilling to the foundation of the property or to the b box and connecting the new service line and pulling the line into place with the directional boring machine. Any boring slurry that is spilled on the surface during boring operations shall be cleaned immediately and disposed of by the contractor. No additional payment shall be authorized. In locations where the Contractor desires to set up equipment on a neighboring property to the property receiving the service

# SPECIAL PROVISIONS

replacement, it shall be the sole responsibility of the contractor to ensure that permission has been granted from the property owner of the location where the equipment will sit. The Owner and Engineer will bear no liability for contractor negligence. Restoration work that is required due to boring rig setup will not be eligible for additional compensation.

Disconnection and abandonment of the existing water services, including removal of corporation stop and sleeve and plugging hole, or the installation of a stainless steel corporation stop abandonment sleeve, and disconnection and reconnection of existing sewer services, if required, shall be included in this pay item. No additional payments will be made. Should a corporation stop be cross-threaded upon installation into the water main, a stainless steel abandonment sleeve shall be used for the abandonment and a new corporation stop shall be installed at no additional expense. Abandonment of existing service shall also include the removal of the existing b box. Existing b box shall be pulled or cut 18 inches down.

All water services are required to be installed/tapped by a licensed plumber and inspected by the City of Rockford (Building Department) prior to backfilling. A crimping tool shall not be used to temporarily stop a water service, except in an emergency. If a crimping tool is used to stop a service line, the final repair shall be as directed by the Owner, but in no case shall uncrimping the line be allowed.

***Pulling Failure Contingency Plan***

In instances where the pulling device separates from the new service line, the contractor shall immediately notify the Owner and Engineer and complete an exploratory excavation to establish the reconnection of the pulling mechanism to the new service line and continue pulling the new service line into place. The cost of the exploratory excavation to reconnect the pulling apparatus shall be paid for at the contract unit price for EXPLORATORY EXCAVATION, PULLING FAILURE RECONNECTION.

**Method of Measurement.** Measurement for this work will be per lineal foot.

**Basis of Payment.** This work will be paid for at the contract unit price per each for PUBLIC WATER SERVICE, BORED OR PULLED, HDPE, COMPLETE 1", PRIVATE WATER SERVICE, BORED OR PULLED, HDPE, COMPLETE, 1", PUBLIC WATER SERVICE, BORED OR PULLED, COPPER, COMPLETE, 1.5", PRIVATE WATER SERVICE, BORED OR PULLED, COPPER, COMPLETE, 1.5", PUBLIC WATER SERVICE, BORED OR PULLED, HDPE, COMPLETE, 1.5", PRIVATE WATER SERVICE, BORED OR PULLED, HDPE, COMPLETE, 1.5", PUBLIC WATER SERVICE, BORED OR PULLED, COPPER, COMPLETE, 2", PRIVATE WATER SERVICE, BORED OR PULLED, COPPER, COMPLETE, 2", PUBLIC WATER SERVICE, BORED OR PULLED, HDPE, COMPLETE, 2", and PRIVATE WATER SERVICE, BORED OR PULLED, HDPE, COMPLETE, 2".This work will only be authorized for payment in instances where the pulling or boring of the service line is successful for replacement.

**WATER SERVICE CASING**

**Description.** This work shall be furnished and installed in accordance with the City of Rockford Water Division Specifications and the requirements of the Engineer.

# SPECIAL PROVISIONS

This work shall include both 2" and 3" HDPE casing and size shall be determined by the size of the water service being installed. 1" and 1.5" water services shall utilize a 2" casing pipe and 2" water services shall use 3" casing pipe. In instances where water service casing is required, the contractor shall be required to install the service via directional boring. This pay item shall only account for the cost of the water service casing materials and any additional labor required for installation. Contractor acknowledges that when the casing is used, the casing pipe will be installed via boring operations and the water service line will be inserted into the casing and the service line will be paid for under the corresponding WATER SERVICE, BORED OR PULLED, COMPLETE pay items and the WATER SERVICE CASING shall be an additional payment provided per foot for the installation of the casing pipe.

**Method of Measurement.** This work shall be measured for payment on a per lineal foot basis.

**Basis of Payment.** This work shall be paid for at the contract unit price per lineal foot for WATER SERVICE CASING.

**PUBLIC WATER SERVICE BORED THROUGH ROCK, COMPLETE, 1" WITH 2" CASING**
**PRIVATE WATER SERVICE BORED THROUGH ROCK, COMPLETE, 1" WITH 2" CASING**
**PUBLIC WATER SERVICE BORED THROUGH ROCK, COMPLETE, 1.5" WITH 2" CASING**
**PRIVATE WATER SERVICE BORED THROUGH ROCK, COMPLETE, 1.5" WITH 2" CASING**
**PUBLIC WATER SERVICE BORED THROUGH ROCK, COMPLETE, 2" WITH 3" CASING**
**PRIVATE WATER SERVICE BORED THROUGH ROCK, COMPLETE, 2" WITH 3" CASING**

**Description.** This work shall be furnished and installed in accordance with the City of Rockford Water Division Specifications and the requirements of the Engineer and shall be used in situations where rock encountered during directional boring operations and there is a significant slowdown of boring operations. Approval of the use of this pay item shall be granted by the Owner or Engineer prior to installation.

This pay item shall include the excavation, furnishing and installation of new water service and the necessary appurtenances to construct a water service, disconnection of old service, reconnection of new service at b box or water meter, and backfilling. The typical water service consists of a corporation stop valve, type K copper tubing, buffalo box, curb stop valve, and a mechanical brass union to connect to the existing water service line at the b box, if necessary based on conditions. HDPE is to only be used with approval from the Owner.

Water service encasement material shall be water service quality plastic pipe and sealed on both ends prior to backfilling. Pipe material shall be submitted to the Owner and Engineer for approval prior to installation.

*Service line material shall be type K copper for all services installed unless otherwise approved by Owner and Engineer in writing. Should HDPE be authorized for any service, tracer wire shall be included.*

Buffalo boxes shall be placed on the right-of-way line.

# SPECIAL PROVISIONS

Water service lines installed via the directional boring method shall be installed according to the following specifications. This method is assumed to consist of the contractor completing directional boring operations by drilling to the foundation of the property or to the b box and connecting the new service line and pulling the line into place with the directional boring machine. Any boring slurry that is spilled on the surface during boring operations shall be cleaned immediately and disposed of by the contractor. No additional payment shall be authorized. In locations where the Contractor desires to set up equipment on a neighboring property to the property receiving the service replacement, it shall be the sole responsibility of the contractor to ensure that permission has been granted from the property owner of the location where the equipment will sit. The Owner and Engineer will bear no liability for contractor negligence. Restoration work that is required due to boring rig setup will not be eligible for additional compensation.

Disconnection and abandonment of the existing water services, including removal of corporation stop and sleeve and plugging hole, or the installation of a stainless steel corporation stop abandonment sleeve, and disconnection and reconnection of existing sewer services, if required, shall be included in this pay item. No additional payments will be made. Should a corporation stop be cross-threaded upon installation into the water main, a stainless steel abandonment sleeve shall be used for the abandonment and a new corporation stop shall be installed at no additional expense. Abandonment of existing service shall also include the removal of the existing b box. Existing b box shall be pulled or cut 18 inches down.

All water services are required to be installed/tapped by a licensed plumber and inspected by the City of Rockford (Building Department) prior to backfilling. A crimping tool shall not be used to temporarily stop a water service, except in an emergency. If a crimping tool is used to stop a service line, the final repair shall be as directed by the Owner, but in no case shall uncrimping the line be allowed.

**Method of Measurement.** Measurement for this work will be per lineal foot.

**Basis of Payment.** This work shall be paid for at the contract unit price per lineal foot for PUBLIC WATER SERVICE BORED THROUGH ROCK, COMPLETE, 1" WITH 2" CASING, PRIVATE WATER SERVICE BORED THROUGH ROCK, COMPLETE, 1" WITH 2" CASING, PUBLIC WATER SERVICE BORED THROUGH ROCK, COMPLETE, 1.5" WITH 2" CASING, PRIVATE WATER SERVICE BORED THROUGH ROCK, COMPLETE, 1.5" WITH 2" CASING, PUBLIC WATERSERVICE BORED THROUGH ROCK, COMPLETE, 2" WITH 3" CASING and PRIVATE WATER SERVICE BORED THROUGH ROCK, COMPLETE, 2" WITH 3" CASING.

**TRAFFIC CONTROL AND PROTECTION, SPECIAL**

**Description.** This work shall consist of furnishing, installing, maintaining, relocating, and removing work zone traffic control and protection in accordance with Section 701 of the Standard Specifications and the standard details shown in the plans. This shall be for traffic control that is anticipated to stay in place for more than 1 working day but no more than 3 working days on arterial roadways. Any pavement removed in a location utilizing this traffic control pay item shall be restored within the 3-day window for the traffic control. No additional compensation shall be provided for additional traffic control due to work extending outside of 3 days.

# SPECIAL PROVISIONS

Should this pay item be used, the City of Rockford Water Department shall issue a press release for the road closures. Should the work take place on a route to a hospital or a school, it shall be the contractor's responsibility to notify these entities of the work taking place at least 72 hours in advance.

**Equipment.** This includes all signs, signals, temporary pavement markings, other required traffic control markings, barricades, warning lights, and other devices that are to be used to regulate, warn, detour or guide traffic during construction of this improvement in addition to Article 701.03 of the Standard Specifications.

**General.** All work shall be in conformance with the current edition of the Illinois Department of Transportation's Manual on Uniform Traffic Control Devices for Street and Highways.

Add the following to Section 701:

The Contractor will be required to furnish all traffic control devices necessary for the convenience and protection of vehicular and pedestrian traffic. Whenever the operation of the Contractor endangers or interferes with vehicular traffic or pedestrians, as determined by the Owner, the Contractor shall furnish any additional traffic control devices necessary to direct and protect his workmen at no extra cost to satisfy the requirements of the Owner. The Contractor will be required to furnish the necessary flaggers as specified in the Plans or required by the Owner on a continuous basis whenever construction operations are in progress.

The Contractor will be responsible for the proper location, installation and arrangement of all traffic control devices furnished by him. Whenever operations indicate that relocation of a proposed or existing traffic control device is advisable, as determined by the Owner, the Contractor shall remove, relocate and reinstall the device in question.

All advance warning signs for lane closure, intermediate information signs and standard signs shall be installed in accordance with Illinois Highway Standard 702001 02. Cones will not be allowed as a traffic control device.

The "WORKERS" (W21 1a(0) 48) signs shall be replaced with the symbol "Right or Left Lane Closed Ahead" (W4 2R or L (0) 48) signs.

Daily or periodic lane closures shall be erected no earlier than 9:00 AM and shall be removed no later than 3:30 PM regardless of the day of the week. In the event that a lane closure will remain for more than one calendar day, the Contractor shall notify the Owner and Engineer at least 6 hours in advance. Emergency lane closures shall be erected and removed at the explicit direction of the Owner.

# SPECIAL PROVISIONS

All advance warning signs and traffic control devices shall be removed or covered by the Contractor when such signs and devices are not in effect or at the direction of the Owner and Engineer.
The basic layout for traffic control devices will be in accordance with the Traffic Control Plans and Details as indicated in the Plans and Specifications. Traffic control in the State of Illinois Right of Way shall be constructed per the approved IDOT Utility Permit.

The Contractor will be responsible for the maintenance of all traffic control devices installed by him as designated in the Plans and Specifications or as required by the Owner. The Contractor will provide surveillance of all barricades, barrels, warning signs and lights which he has installed on a 24 hour a day basis for each day of this contract. In the event of severe weather conditions, the Contractor shall be required to furnish any additional personnel required to maintain all traffic control devices as required by the Owner. Surveillance shall mean checking control devices periodically, but not less than once every 12 hours.

The Contractor shall provide the City of Rockford with the name, address and telephone number of two (2) persons who will be responsible for maintaining the traffic control devices and who will be available to the City on an immediate basis 24 hours a day. If, for any reason, one or both of the persons become unavailable, the Contractor shall furnish the same information for other individuals who will be available.

The Contractor will be required to remove all traffic control devices, that were furnished, installed or maintained by him under this contract, and such devices shall remain the property of the Contractor upon said removal. All traffic control devices shall remain in place until specific authorization for removal is received from the Owner.

During any construction, a minimum of one twelve (12) foot traffic lane in each direction shall be maintained. Any deviation from this requirement shall be approved by the Owner, with detour signing provided by the Contractor at the request of the Owner. No extra compensation will be allowed for requirements of detour plan.

Contractor acknowledges that the nature of this project requires varying scopes of work at many locations throughout a large area. As such, no additional payment will be made on this lump sum item for any location additions, deletions, or changes in scope of work at any particular location. Locations within the same block that are being completed on the same day shall not qualify for multiple traffic control payments and as such the payment will be made for only one (1) of the locations being completed.

**Method of Measurement.** This work will be measured for payment on a lump sum basis for each location completed.

**Basis of Payment.** This work will be paid for at the contract lump sum price per location for TRAFFIC CONTROL AND PROTECTION, SPECIAL.

# SPECIAL PROVISIONS

## CONNECTION TO WATER METER (SLAB ON GRADE), COMPLETE

**Description.** This work shall be furnished and installed in accordance with the City of Rockford Water Division Specifications and the requirements of the Engineer.

This work shall consist of the connection of the newly installed private water service through a slab on grade to a new water meter inside the home (water meters to be provided by Owner and installed by Contractor), and installation of a new valve and tailpiece on each side of new meter. Valves shall be ball valves of the appropriate size, and tail pieces shall be Mueller H 10896N (1 inch), Mueller H10891N (1.5 inch and 2 inch), AY McDonald 74620, or approved equal. Upon completion of connection, the areas required to be disturbed during the work to make the connection to the meter inside the home shall be returned to pre-construction conditions. This pay item shall also include up to ten (10) lineal feet of interior plumbing required to relocate the meter should any conflicts warrant relocation. This pay item shall also include removal and replacement of a section of the slab, if necessary. Upon completion, the slab area removed shall be repaired with concrete at the same thickness of the existing section that was removed.

Included in this pay item shall be any excavation on the exterior of the property to install the new service line through the slab on grade. Any excavation shall be restored back to pre-construction conditions and properly backfilled and compacted to ensure no settling takes place around the slab. This work shall be completed per the included standard detail drawing for connection of the new service line to the new water meter. The meter shall be supported by a metal brace upon completion of installation.
This work shall be completed per the included standard detail drawing for connection of the new service line to the new water meter. It shall be the responsibility of the contractor to obtain water meter supplies (water meter body, water meter register, ERT device) from the City of Rockford Water Division, 1111 Cedar St, Rockford, IL 61102 for each address prior to the work taking place. The contractor shall be responsible for filling out the required water meter replacement form included in the appendix of these specifications. Water meter sizing shall be determined by the City of Rockford Water Division, and the contractor shall return all existing meters and the paperwork associated with the replacement to the City of Rockford Water Division each Friday for services completed that week. No payment shall be authorized for this pay item until the City of Rockford Water Division has acknowledged receipt of the existing water meter and properly filled out paperwork.

The new meter shall be supported by a metal brace upon completion of installation and the ERT transmitter shall be installed at a point within the immediate vicinity of the new water meter at a vertical height higher than the water meter. Installation of the ERT shall consist of the unit being fastened to the wall using screw fasteners and anchors, if necessary. Loose cable between the transmitter and meter shall be coiled and secured using zip ties. Pipe material shall not be considered acceptable for meter bracing and proper pipe hangers shall be used to secure any new sections of pipe required for the installation. No zip ties shall be used as hangers for plumbing piping.

# SPECIAL PROVISIONS

All private water meter connections are required to be completed by a licensed plumber and inspected by the City of Rockford (Building Department) prior to acceptance. A crimping tool shall not be used to temporarily stop a water service, except in an emergency. If a crimping tool is used to stop a service line during the connection, the final repair shall be as directed by the Owner, but in no case shall uncrimping the line be allowed.

The work required to run the service line through the slab of the residence shall be considered incidental to the WATER SERVICE, BORED OR PULLED, and WATER SERVICE OPEN CUT pay items and shall include water services between the specified 1" and 2" pay items. Upon completion of the service line hookup to the water meter, the penetration through the slab shall be replaced in kind to the existing thickness and subject to inspection and approval by Owner and Engineer. Interior restoration work to return the site to pre-construction conditions shall be considered incidental to this pay item.

**Method of Measurement.** Measurement for this work will be per each location where reconnection to the water meter is necessary.

**Basis of Payment.** This work will be paid at the contract unit price for Each for CONNECTION TO WATER METER (SLAB ON GRADE), COMPLETE.

**BRICK PAVEMENT, COMPLETE**

**Description.** This work shall consist of the replacement of brick paved roadway surfaces and shall include providing all labor, materials, tools, and equipment necessary to complete the brick pavement surfaces.

Contractor shall salvage and reuse bricks from the existing roadway surface. Salvaged brick shall be neatly stacked on pallets and stored for reuse by the contractor. Any bricks that are vandalized or stolen from the job site shall be the responsibility of the contractor to replace. Should condition of existing brick pavers require replacement, Contractor shall obtain brick from the City of Rockford Public Works Department Yards for use at no expense to the Contractor for brick materials.

The subgrade shall consist of sand, concrete, aggregate base course and subbase granular material installed per the typical section detail in the project plans. The brick shall be set 1/2 inch higher than planned final grade and when laying the brick, allow a 1/16 inch joint between the bricks for layout of full and half courses. The bricks shall be hand cut and fitted hand tight with joints not to exceed 3/16 inch for cut brick only. Vertical joints shall not exceed 1/4 inch.

Brick pavement surfaces shall be compacted with a dual drum, hand-operated, vibratory roller. The surface plane shall not exceed a tolerance of 1/2 inch per 10 feet to be checked by Engineer with a straightedge. Any variation shall be cause for removal and replacement to the correct grade at Contractor's expense.

# SPECIAL PROVISIONS

A mixture of dry jointing sand shall be swept over brick pavement surfaces in two directions until all joints have been filled. The surface shall be flooded with water at low pressure to ensure filling of joints. This procedure shall be completed a minimum of two (2) times until the joints have a smooth full surface. All sand shall be removed from paved area after the joint treatment by thoroughly sweeping the entire work area and removing from the site.

**Method of Measurement.** This work will be measured for payment in Square Yards.

**Basis of Payment.** This work will be paid for at the contract unit price per square yard for BRICK PAVEMENT, COMPLETE.

**EXPLORATORY EXCAVATION, B-BOX SERVICE MATERIAL IDENTIFICATION**

**Description.** Prior to the commencement of any work being completed on each water service replacement site where the private or public water service line material is unknown and unable to be determined by an interior water meter inspection, the contractor shall perform exploratory excavation to confirm water service line material is lead utilizing a vacuum excavation machine around the b box to spot check the service material on each side of the b box. This is anticipated to only be utilized in the parkway areas and no pavement shall be removed as part of this pay item. In locations where the service line b box is located in the sidewalk, the excavation shall take place immediately on either side of the sidewalk.

Contractor shall be responsible for coordinating with J.U.L.I.E. for utility location marking prior to any exploratory excavation. If the water service line material is determined to be lead, the payment for EXPLORATORY EXCAVATION, B BOX SERVICE MATERIAL IDENTIFICATION shall be considered loan eligible and shall be completed under the contract unit price per lump sum. Restoration in this case shall not be considered as future excavation will take place for the service replacement and the restoration will be based on the applicable restoration pay items set forth in this contract.

If the water service line is determined to be a material other than lead, the payment for EXPLORATORY DIGGING shall not be considered loan-eligible and shall be completed under the contract unit price per lump sum. The payment for this non-participating work shall be completed by the City of Rockford at the unit pricing set forth in this contract and restoration of the spot excavation with the vacuum excavation machine shall be considered incidental to this pay item.

Any traffic control required to complete this work shall be considered incidental to this pay item.

**Method of Measurement.** This work shall be measured for payment on a per Each basis.

**Basis of Payment.** This work shall be paid for at the contract unit price per Each for EXPLORATORY EXCAVATION, B-BOX SERVICE MATERIAL IDENTIFICATION.

# SPECIAL PROVISIONS

## EXPLORATORY EXCAVATION, PULLING FAILURE RECONNECTION

**Description.** This pay item shall include all labor, materials, and associated expenses to locate, excavate and reconnect a failed water service pulling attempt, and restore the affected ground disturbed.

Contractor shall be responsible for having active J.U.L.I.E. at each address where a private side water service line replacement is taking place via the pulling method.

Immediately upon failure of the pulling of the new water service line, the Contractor shall complete a trace of the line to determine where the pulling device failed and excavate to the depth necessary to reconnect the apparatus and continue the pulling of the water service until complete. Ground restoration shall be considered incidental to this pay item and items such as landscaping blocks, lights, etc., shall be moved by the contractor prior to completion of the excavation if within the limits identified as needing to be excavated to reconnect the pulling apparatus.

**Method of Measurement.** This work shall be measured for payment on a per Each basis.

**Basis of Payment.** This work shall be paid for at the contract unit price per Each for EXPLORATORY EXCAVATION, PULLING FAILURE RECONNECTION.

## ADDITIONAL SERVICE LINE ABANDONMENT

**Description.** This pay item shall include all labor, materials, and associated expenses with the abandonment of an additional service line that may be found at a property selected for a lead service line replacement.

As part of this work, the contractor shall be required to excavate and expose the water service connection at the water main, turn off the corporation stop, and install a stainless steel corporation abandonment sleeve and cap over the existing corporation stop. Trench backfill shall also be included in this pay item.

Should the corporation stop not be able to be abandoned using the stainless steel corporation stop sleeve, the contract shall be responsible for removing the corporation stop from the water main and installing a repair sleeve on the water main. No additional payment shall be utilized for this work should conditions require it. Stainless steel corporation stop cap devices are to be utilized unless the Owner or Engineer has provided approval for a repair sleeve to be utilized.

Any associated pavement, sidewalk, approach, or curb and gutter removal and replacement that may be required to take place as part of this additional service line abandonment will be paid for at the established unit prices for those pay items.

This pay item shall also include the removal of at least the top 18” of the existing b box for the service to be abandoned and the capping of the existing service inside the home after it has been cut to within 4 inches of the foundation wall or floor where it penetrates.

# SPECIAL PROVISIONS

**Method of Measurement.** This work shall be measured for payment on a per Each basis and shall include service sizes ranging from 1/2" to 2".

**Basis of Payment.** This work shall be paid for at the contract unit price per Each for ADDITIONAL SERVICE LINE ABANDONMENT.

**ADDITIONAL CORPORATION STOP ABANDONMENT**

**Description.** This pay item shall include all labor, materials, and associated expenses with the abandonment of an additional corporation stop that may be discovered in an excavation for a water service line installation or abandonment.

As part of this work, the contractor shall be required to cut any service line material, turn the corporation stop off if not already in the off position, install a stainless steel corporation stop abandonment sleeve and cap over the existing corporation stop. Any excavation work, trench backfill, or pavement shall be considered for payment under their respective pay items in this contract. Work for this pay item is only intended to be completed should the additional corporation stop be unearthed in normal operations for a service line replacement or abandonment.

This pay item shall also include the removal of at least the top 18" of the existing b box, if applicable, for the service corporation stop that is being abandoned. It is assumed that this pay item is not to be used for service lines that have a full connection into a structure.

Should the corporation stop not be able to be abandoned using the stainless steel corporation stop sleeve, the contract shall be responsible for removing the corporation stop from the water main and installing a repair sleeve on the water main. No additional payment shall be utilized for this work should conditions require it. Stainless steel corporation stop cap devices are to be utilized unless the Owner or Engineer has provided approval for a repair sleeve to be utilized.

**Method of Measurement.** This work shall be measured for payment on a per Each basis and shall include service corporation sizes ranging from 1/2" to 2" on water mains of varying size and material.

**Basis of Payment.** This work shall be paid for at the contract unit price per Each for ADDITIONAL CORPORATION STOP ABANDONMENT.

**END SECTION**

# APPENDICES

# Appendix A

# Example Easement Document

**CITY OF ROCKFORD WATER SERVICE LEAD LINE REPLACEMENT PROGRAM CONTRACT**

THIS CONTRACT for participation in the City's Water Service Lead Line Replacement Program ("Program") is made this _____ day of _____, 20 _____, upon the following terms and conditions between THE CITY OF ROCKFORD, an Illinois municipal corporation, ("City") and the PROPERTY OWNER(S), of certain property with details below:

| **Owner:** | **Co-Owner:** |
|---|---|
| Mailing Address: | Mailing Address: |
| | |
| | |
| Telephone #: | Telephone #: |

PROPERTY ADDRESS: _____, Rockford, IL _____

PARCEL INDEX NUMBER: _____, ("Property").

**DESCRIPTION OF WORK:**

The City shall cause the following work to be performed on the Property pursuant to the Program:

A new 1" water service line will be installed through the foundation wall or through a penetration in the floor slab and be reconnected to the existing water meter. Should the existing location of the water meter not be conducive to the replacement of the service line, the water meter shall be relocated within the structure to a point pre-determined prior to construction and agreed to by the Owner. Any interior plumbing work requited to relocate the water meter shall be paid for by the City.

In consideration of the Owner's voluntary participation in the Program, the City, and the Owner, agree as follows:

1. **CITY EXPECTATIONS:** The City agrees, subject to compliance by Owner, that after any construction work done on and to the Property, that it will restore the ground surface thereof to substantially its prior condition, to the extent and within a timeframe that is practicable. City will repair and/or replace any fencing damaged or demolished as a result of any construction work or activity on the Property in connection with the Program. The City may provide for a contractor to perform some, or all of the work performed at the Property in connection with the Program.

   A. **WARRANTY** City hereby covenants and agrees that after any construction work done on and to the Property, that it will restore the ground surface thereof to substantially its prior condition, to the extent and within a timeframe that is practicable and will repair and/or replace any fencing damaged or demolished as a result of any construction work or activity on the Property in connection with the Program. No other warranty is provided other than as specifically enumerated in this section.

   B. **1-YEAR WATER SERVICE REPAIR GUARANTEE** City hereby covenants and agrees that after the new water service line is installed to the Property, that it will provide a 1-year repair guarantee for any failure of the pipe or joints installed as part of this contract. It shall be the responsibility of the Owner to notify the City within 24 hours of plumbing clogs, low water pressure, water pooling or any other related problems are discovered with the newly installed

water service line. After 1-year has passed since the date of the service installation, any repairs to the installed water service line between the curb-stop valve and the water meter shall be the full responsibility of the Owner. All materials and items installed as part of this agreement will become the property of the homeowner and all future maintenance that either falls outside of the repair guarantee or after 1 calendar year has passed will become the homeowner's responsibility.

2. **OWNER EXPECTATIONS:** Owner acknowledges and agrees that the City is not the contractor for any services rendered through this Program, that any contractor employed is not an employee or agent of the City. Owner also acknowledges that grassed areas disturbed will be re-seeded as part of this project, and that maintenance (including mowing and watering) of the newly installed seed and corresponding grass growth is the responsibility of the Owner. Owner shall keep the performed improvements in place and may not alter, change, disconnect, or otherwise tamper with the improvements without the express, written consent and approval from the City of Rockford.

   A. **RELEASE**: To the fullest extent permitted by law, Owner hereby releases and promises to hold harmless the City of Rockford, its officials and employees, from claims, proceedings, penalties, fines, costs or expenses of whatsoever kind or character (including reasonable attorneys' fees and expenses), arising out of, or related in any manner to the Owner's participation in the Program, including injuries or death to persons or damage to property directly or indirectly arising out of the Program. The Owner shall not indemnify the City of Rockford for the City of Rockford's own negligence.

   B. **TEMPORARY CONSTRUCTION EASEMENT**: Owner grants the City and contractor a Temporary Construction Easement on, over and under the Property for the purpose of surveying, staking and otherwise using such Property in order for contractor to replace the water service line on the Property from the residence located thereon to the meter well together with other site improvements required in connection therewith. The Temporary Construction Easement granted shall terminate upon completion of work undertaken through this Program.

3. **FINAL AGREEMENT:** This agreement represents the full and complete terms for participating in the Program. No oral agreement, guaranty, promise, condition, representation, or warranty, nor any oral modification hereof shall be binding. All prior conversations, agreements or representation related to the Program or to the water service line repair are fully integrated to this Contract.

4. **CONTACT FOR CONCERNS:** All communication to the City shall be in writing, and delivered to the City of Rockford Water Division, 1111 Cedar St., Rockford, IL 61102. Owner may also deliver a signed copy of this Contract to the above address, or by email to Lead@rockfordil.gov.

/SIGNATURES ON FOLLOWING PAGES/

ATTESTATION AND ACCEPTACE BY OWNER(S):

I hereby attest that I am a legal owner of the Property as shown in the records of the Winnebago County Recorder; that I understand and agree to the terms as outlined above; and that I have full legal capacity to execute this instrument.

_____
Name of Owner

_____ _____
Signature of Owner Date

_____
Name of Owner

_____ _____
Signature of Owner Date

ACCEPTANCE BY CITY:

_____ _____
Name Title

_____ _____
Signature Date

# Appendix B

# Pre-Construction Site Inspection Form

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

# Pre-Construction Site Inspection Form

**Lead Service Line Replacement Project No. 25-1100B**

**Site Address:** _____ **Date:** _____

_____

| Item No. | Description | Unit | Qty. | Unit Price | Total Price |
|---|---|---|---|---|---|
| **Base Bid Item #1** | | | | | |
| 1. | Public Water Service, Bored or Pulled, Copper, Complete, 1" | LF | 33 | $ | $ |
| 2. | Private Water Service, Bored or Pulled, Copper, Complete, 1” | LF | 33 | $ | $ |
| 3. | Sidewalk Removal & Replacement | SF | 45 | $ | $ |
| 4. | Pavement Removal & Patch Replacement, Class D | SY | 15 | $ | $ |
| 5. | Combination Curb and Gutter Removal and Replacement | LF | 10 | $ | $ |
| 6. | Connection to Water Meter (Basement/ Crawlspace), Complete | EA | 1 | $ | $ |
| 7. | Restoration, Complete | LS | 1 | $ | $ |
| 8. | Traffic Control and Protection | LS | 1 | $ | $ |
| 9. | Primary Electrical Grounding System Installation | EA | 1 | $ | $ |
| 10. | Reconnection of Water Service Electrical Jumper Cable | EA | 1 | $ | $ |
| | | | **Individual Service Total** | | **$** |
| **Contingency Bid Items** | | | | | |
| 11. | PCC Pavement, Jointed, Removal and Replacement, 9" | SY | 110 | $ | $ |
| 12. | PCC Approach Pavement Removal and Replacement, 6" | SY | 55 | $ | $ |
| 13. | Tree Removal (6-15 Units) | UD | 10 | $ | $ |
| 14. | Tree Removal (Over 15 Units) | UD | 15 | $ | $ |
| 15. | Rock Excavation | CY | 30 | $ | $ |
| 16. | Hot-Mix Asphalt Approach Pavement Removal and Replacement, 3" | SY | 55 | $ | $ |
| 17. | Retaining Wall, Modular Block, Complete | SF | 45 | $ | $ |
| 18. | Retaining Wall, PCC Concrete, Complete | CY | 45 | $ | $ |
| 19. | Silt Fence | LF | 50 | $ | $ |
| 20. | Inlet and Pipe Protection | EA | 15 | $ | $ |
| 21. | Restoration, Open-Cut, Complete | LS | 1 | $ | $ |
| 22. | Water Meter Relocation, Complete | LF | 15 | $ | $ |
| 23. | Additional Set-up Boring Length | LF | 25 | $ | $ |

| Item No. | Description | Unit | Qty. | Unit Price | Total Price |
|---|---|---|---|---|---|
| 24. | Public Water Service, Open-Cut, Copper, Complete, 1" | LF | 33 | $ | $ |
| 25. | Private Water Service, Open-Cut, Copper, Complete, 1" | LF | 33 | $ | $ |
| 26. | Public Service, Open-Cut, HDPE, Complete, 1” | LF | 33 | $ | $ |
| 27. | Private Service, Open-Cut, HDPE, Complete, 1” | LF | 33 | $ | $ |
| 28. | Public Water Service, Open-Cut, Copper, Complete, 1.5” | LF | 33 | $ | $ |
| 29. | Private Water Service, Open-Cut, Copper, Complete, 1.5" | LF | 33 | $ | $ |
| 30. | Public Water Service, Open-Cut, HDPE, Complete, 1.5" | LF | 33 | $ | $ |
| 31. | Private Water Service, Open-Cut, HDPE, Complete, 1.5" | LF | 33 | $ | $ |
| 32. | Public Water Service, Open-Cut, Copper, Complete, 2" | LF | 33 | $ | $ |
| 33. | Private Water Service, Open-Cut, Copper, Complete, 2” | LF | 33 | $ | $ |
| 34. | Public Water Service, Open-Cut, HDPE, Complete, 2” | LF | 33 | $ | $ |
| 35. | Private Water Service, Open-Cut, HDPE, Complete, 2” | LF | 33 | $ | $ |
| 36. | Public Water Service, Bored or Pulled, Copper, Complete, 1.5" | LF | 33 | $ | $ |
| 37. | Private Water Service, Bored or Pulled, Copper, Complete, 1.5” | LF | 33 | $ | $ |
| 38. | Public Water Service, Bored or Pulled, HDPE, Complete, 1” | LF | 33 | $ | $ |
| 39. | Private Water Service, Bored or Pulled, HDPE, Complete, 1” | LF | 33 | $ | $ |
| 40. | Public Water Service, Bored or Pulled, HDPE, Complete, 1.5” | LF | 33 | $ | $ |
| 41. | Private Water Service, Bored or Pulled, HDPE, Complete, 1.5” | LF | 33 | $ | $ |
| 42. | Public Water Service, Bored or Pulled, Copper, Complete, 2" | LF | 33 | $ | $ |
| 43. | Private Water Service, Bored or Pulled, Copper, Complete, 2” | LF | 33 | $ | $ |
| 44. | Public Water Service, Bored or Pulled, HDPE, Complete, 2” | LF | 33 | $ | $ |
| 45. | Private Water Service, Bored or Pulled, HDPE, Complete, 2” | LF | 33 | $ | $ |
| 46. | Water Service Casing | LF | 33 | $ | $ |
| 47. | Public Water Service Bored Through Rock, Copper, Complete, 1" with 2" Casing | LF | 33 | $ | $ |
| 48. | Private Water Service Bored Through Rock, Copper, Complete, 1” with 2” Casing | LF | 33 | $ | $ |

| Item No. | Description | Unit | Qty. | Unit Price | Total Price |
|---|---|---|---|---|---|
| 49. | Public Water Service Bored Through Rock, HDPE, Complete, 1” with 2” Casing | LF | 33 | $ | $ |
| 50. | Private Water Service Bored Through Rock, HDPE, Complete, 1” with 2” Casing | LF | 33 | $ | $ |
| 51. | Public Water Service Bored Through Rock, Copper, Complete, 1.5" with 2" Casing | LF | 33 | $ | $ |
| 52. | Private Water Service Bored Through Rock, Copper, Complete, 1.5” with 2” Casing | LF | 33 | $ | $ |
| 53. | Public Water Service Bored Through Rock, HDPE, Complete, 1.5” with 2” Casing | LF | 33 | $ | $ |
| 54. | Private Water Service Bored Through Rock, HDPE, Complete, 1.5” with 2” Casing | LF | 33 | $ | $ |
| 55. | Public Water Service Bored Through Rock, Copper, Complete, 2" with 3" Casing | LF | 33 | $ | $ |
| 56. | Private Water Service Bored Through Rock, Copper, Complete, 2” with 3” Casing | LF | 33 | $ | $ |
| 57. | Public Water Service Bored Through Rock, HDPE, Complete, 2” with 3” Casing | LF | 33 | $ | $ |
| 58. | Private Water Service Bored Through Rock, HDPE, Complete, 2” with 3” Casing | LF | 33 | $ | $ |
| 59. | Traffic Control and Protection, Special | LS | 1 | $ | $ |
| 60. | Connection to Water Meter (Slab on Grade), Complete | EA | 1 | $ | $ |
| 61. | Brick Pavement, Complete | SY | 10 | $ | $ |
| 62. | Exploratory Excavation, B-Box Service Material Identification | EA | 1 | $ | $ |
| 63. | Exploratory Excavation, Pulling Failure Reconnection | EA | 1 | $ | $ |
| 64. | Additional Service Line Abandonment | EA | 25 | $ | $ |
| 65. | Additional Corporation Stop Abandonment | EA | 20 | $ | $ |
| | **Contingency Estimated Total** | | | | **$** |

**ESTIMATED SITE TOTAL _____**

**Site Notes:**

_____

_____

_____

Notice to Contractor:
This document serves as a preliminary estimate of site cost and is not a contractual pricing obligation. Attach pictures of site conditions to this document prior to submittal. Actual site cost will be determined through inspection and submittal of proper documentation.

_____ _____

**Contractor’s Representative** **Owner’s Representative**

# Appendix C

# Post-Construction Sign-Off by Property Owner

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

# Post-Construction Site Inspection Form

**Lead Service Line Replacement Project No. 25-1100B**

**Site Address:** _____ **Date:** _____

_____

| Item No. | Description | Unit | Qty. | Unit Price | Total Price |
|---|---|---|---|---|---|
| **Base Bid Item #1** | | | | | |
| 1. | Public Water Service, Bored or Pulled, Copper, Complete, 1" | LF | 33 | $ | $ |
| 2. | Private Water Service, Bored or Pulled, Copper, Complete, 1” | LF | 33 | $ | $ |
| 3. | Sidewalk Removal & Replacement | SF | 45 | $ | $ |
| 4. | Pavement Removal & Patch Replacement, Class D | SY | 15 | $ | $ |
| 5. | Combination Curb and Gutter Removal and Replacement | LF | 10 | $ | $ |
| 6. | Connection to Water Meter (Basement/ Crawlspace), Complete | EA | 1 | $ | $ |
| 7. | Restoration, Complete | LS | 1 | $ | $ |
| 8. | Traffic Control and Protection | LS | 1 | $ | $ |
| 9. | Primary Electrical Grounding System Installation | EA | 1 | $ | $ |
| 10. | Reconnection of Water Service Electrical Jumper Cable | EA | 1 | $ | $ |
| | | | **Individual Service Total** | | **$** |
| **Contingency Bid Items** | | | | | |
| 11. | PCC Pavement, Jointed, Removal and Replacement, 9" | SY | 110 | $ | $ |
| 12. | PCC Approach Pavement Removal and Replacement, 6" | SY | 55 | $ | $ |
| 13. | Tree Removal (6-15 Units) | UD | 10 | $ | $ |
| 14. | Tree Removal (Over 15 Units) | UD | 15 | $ | $ |
| 15. | Rock Excavation | CY | 30 | $ | $ |
| 16. | Hot-Mix Asphalt Approach Pavement Removal and Replacement, 3" | SY | 55 | $ | $ |
| 17. | Retaining Wall, Modular Block, Complete | SF | 45 | $ | $ |
| 18. | Retaining Wall, PCC Concrete, Complete | CY | 45 | $ | $ |
| 19. | Silt Fence | LF | 50 | $ | $ |
| 20. | Inlet and Pipe Protection | EA | 15 | $ | $ |
| 21. | Restoration, Open-Cut, Complete | LS | 1 | $ | $ |
| 22. | Water Meter Relocation, Complete | LF | 15 | $ | $ |

| Item No. | Description | Unit | Qty. | Unit Price | Total Price |
|---|---|---|---|---|---|
| 23. | Additional Set-up Boring Length | LF | 25 | $ | $ |
| 24. | Public Water Service, Open-Cut, Copper, Complete, 1" | LF | 33 | $ | $ |
| 25. | Private Water Service, Open-Cut, Copper, Complete, 1" | LF | 33 | $ | $ |
| 26. | Public Service, Open-Cut, HDPE, Complete, 1” | LF | 33 | $ | $ |
| 27. | Private Service, Open-Cut, HDPE, Complete, 1” | LF | 33 | $ | $ |
| 28. | Public Water Service, Open-Cut, Copper, Complete, 1.5” | LF | 33 | $ | $ |
| 29. | Private Water Service, Open-Cut, Copper, Complete, 1.5" | LF | 33 | $ | $ |
| 30. | Public Water Service, Open-Cut, HDPE, Complete, 1.5" | LF | 33 | $ | $ |
| 31. | Private Water Service, Open-Cut, HDPE, Complete, 1.5" | LF | 33 | $ | $ |
| 32. | Public Water Service, Open-Cut, Copper, Complete, 2" | LF | 33 | $ | $ |
| 33. | Private Water Service, Open-Cut, Copper, Complete, 2” | LF | 33 | $ | $ |
| 34. | Public Water Service, Open-Cut, HDPE, Complete, 2” | LF | 33 | $ | $ |
| 35. | Private Water Service, Open-Cut, HDPE, Complete, 2” | LF | 33 | $ | $ |
| 36. | Public Water Service, Bored or Pulled, Copper, Complete, 1.5" | LF | 33 | $ | $ |
| 37. | Private Water Service, Bored or Pulled, Copper, Complete, 1.5” | LF | 33 | $ | $ |
| 38. | Public Water Service, Bored or Pulled, HDPE, Complete, 1” | LF | 33 | $ | $ |
| 39. | Private Water Service, Bored or Pulled, HDPE, Complete, 1” | LF | 33 | $ | $ |
| 40. | Public Water Service, Bored or Pulled, HDPE, Complete, 1.5” | LF | 33 | $ | $ |
| 41. | Private Water Service, Bored or Pulled, HDPE, Complete, 1.5” | LF | 33 | $ | $ |
| 42. | Public Water Service, Bored or Pulled, Copper, Complete, 2" | LF | 33 | $ | $ |
| 43. | Private Water Service, Bored or Pulled, Copper, Complete, 2” | LF | 33 | $ | $ |
| 44. | Public Water Service, Bored or Pulled, HDPE, Complete, 2” | LF | 33 | $ | $ |
| 45. | Private Water Service, Bored or Pulled, HDPE, Complete, 2” | LF | 33 | $ | $ |
| 46. | Water Service Casing | LF | 33 | $ | $ |
| 47. | Public Water Service Bored Through Rock, Copper, Complete, 1" with 2" Casing | LF | 33 | $ | $ |

| Item No. | Description | Unit | Qty. | Unit Price | Total Price |
|---|---|---|---|---|---|
| 48. | Private Water Service Bored Through Rock, Copper, Complete, 1” with 2” Casing | LF | 33 | $ | $ |
| 49. | Public Water Service Bored Through Rock, HDPE, Complete, 1” with 2” Casing | LF | 33 | $ | $ |
| 50. | Private Water Service Bored Through Rock, HDPE, Complete, 1” with 2” Casing | LF | 33 | $ | $ |
| 51. | Public Water Service Bored Through Rock, Copper, Complete, 1.5" with 2" Casing | LF | 33 | $ | $ |
| 52. | Private Water Service Bored Through Rock, Copper, Complete, 1.5” with 2” Casing | LF | 33 | $ | $ |
| 53. | Public Water Service Bored Through Rock, HDPE, Complete, 1.5” with 2” Casing | LF | 33 | $ | $ |
| 54. | Private Water Service Bored Through Rock, HDPE, Complete, 1.5” with 2” Casing | LF | 33 | $ | $ |
| 55. | Public Water Service Bored Through Rock, Copper, Complete, 2" with 3" Casing | LF | 33 | $ | $ |
| 56. | Private Water Service Bored Through Rock, Copper, Complete, 2” with 3” Casing | LF | 33 | $ | $ |
| 57. | Public Water Service Bored Through Rock, HDPE, Complete, 2” with 3” Casing | LF | 33 | $ | $ |
| 58. | Private Water Service Bored Through Rock, HDPE, Complete, 2” with 3” Casing | LF | 33 | $ | $ |
| 59. | Traffic Control and Protection, Special | LS | 1 | $ | $ |
| 60. | Connection to Water Meter (Slab on Grade), Complete | EA | 1 | $ | $ |
| 61. | Brick Pavement, Complete | SY | 10 | $ | $ |
| 62. | Exploratory Excavation, B-Box Service Material Identification | EA | 1 | $ | $ |
| 63. | Exploratory Excavation, Pulling Failure Reconnection | EA | 1 | $ | $ |
| 64. | Additional Service Line Abandonment | EA | 25 | $ | $ |
| 65. | Additional Corporation Stop Abandonment | EA | 20 | $ | $ |
| | **Contingency Estimated Total** | | | | **$** |

**COMPLETED SITE TOTAL _____**

**Site Notes:**

_____

_____

_____

_____

_____

**Punch List Items:**

- _____
- _____
- _____
- _____
- _____

Notice to Contractor:
This document serves as documentation of actual site cost. Signatures shall not be completed until all punch list items have been addressed.

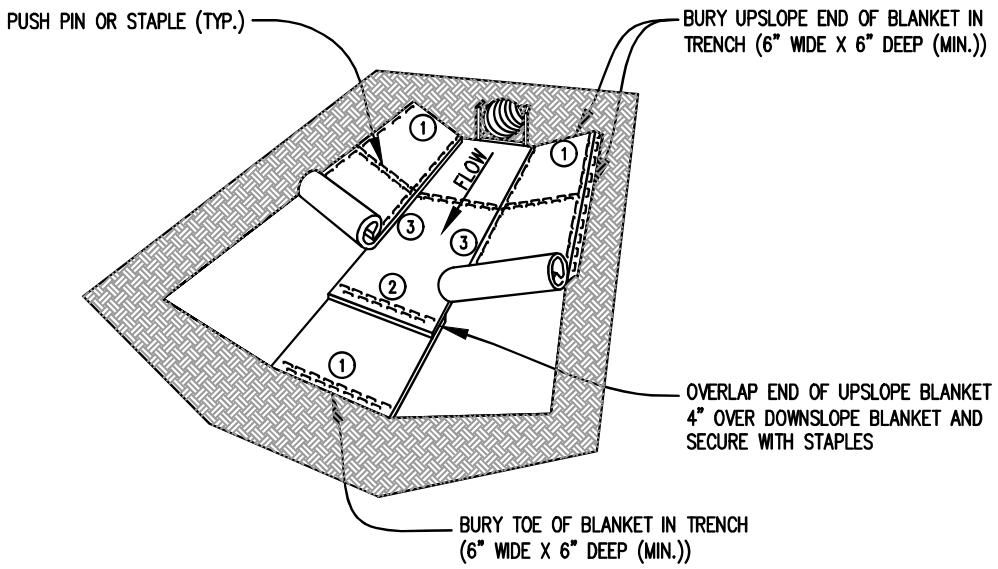
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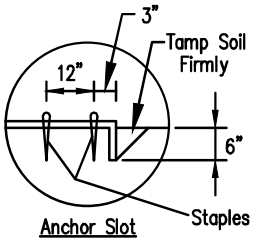
**Contractor's Representative** **Owner's Representative**

# Appendix D

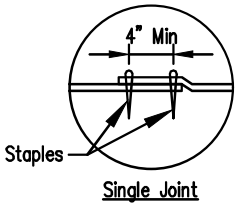
# Detail Drawings

# EROSION CONTROL BLANKET - TURF REINFORCEMENT MAT (TRM)

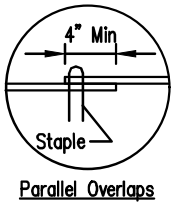


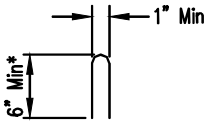

DETAIL 1



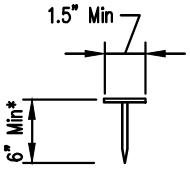

DETAIL 2




DETAIL 3




STAPLE DETAIL




PUSH PIN DETAIL

*Note:
1. For sandy soil conditions, staple or push pin shall be a minimum 8 inches.

| REFERENCE | | | | STANDARD DWG. NO. |
|---|---|---|---|---|
| Project | | | | IUM-531 |
| Designed | | Date | | SHEET 1 OF 1 |
| Checked | | Date | | DATE 02-22-11 |
| Approved | | Date | | |

11/21/2022

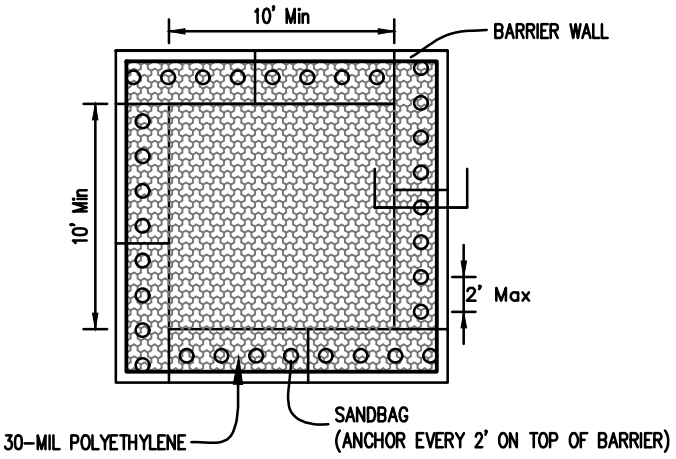
**DETAILS**
LEAD SERVICE REPLACEMENT
CITY OF ROCKFORD
SHEET 1 OF 31

PLOT DATE: 11/21/22

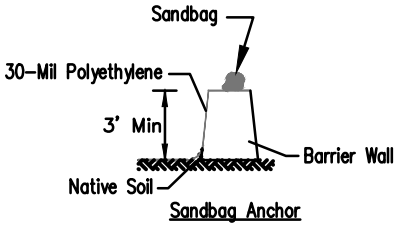
FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS DESIGN FIRM NO. 184-003525

ILLINOIS
IOWA
WISCONSIN

© 2022 FEHR GRAHAM

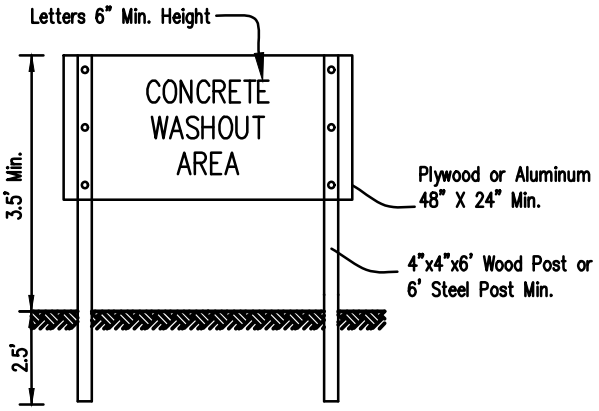



PLAN VIEW




Sandbag Anchor

BARRIER WALL ANCHOR SECTION




SIGN DETAIL

NOTES:

1. Maintaining temporary concrete washout facilities shall include removing and disposing of hardend concrete and/or slurry and returning the faciliities to a functional condition.
2. Facility shall be cleaned or reconstructed in a new area once washout becomes two-thirds full.

| Sheet 3 of 3 | Drawing No. IL-65488 | File No. | TEMPORARY CONCRETE WASHOUT FACILITY – BARRIER WALL | Date: Designed — Drawn B. JOHNSON 6/08 — Checked — Approved — |
|---|---|---|---|---|

11/21/2022

**DETAILS**
LEAD SERVICE REPLACEMENT
CITY OF ROCKFORD
SHEET 2 OF 31

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS DESIGN FIRM NO. 184-003525

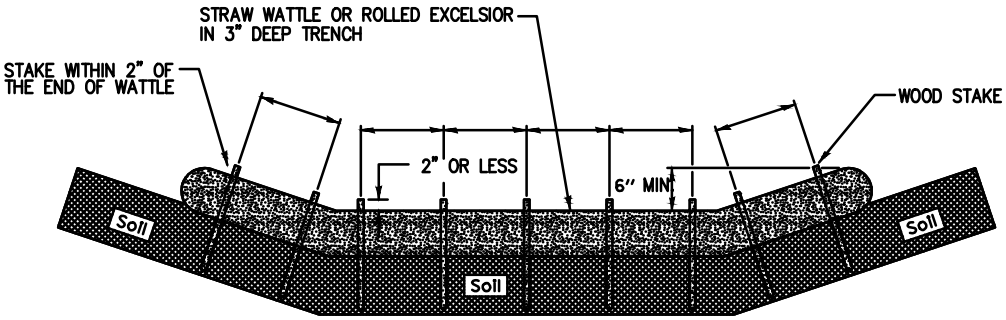
ILLINOIS
IOWA
WISCONSIN

PLOT DATE: 11/21/22
G:\C3D\22\22-100\PH11\22-100 PH11 Exhibit Details.dwg, Sheet 2

© 2022 FEHR GRAHAM

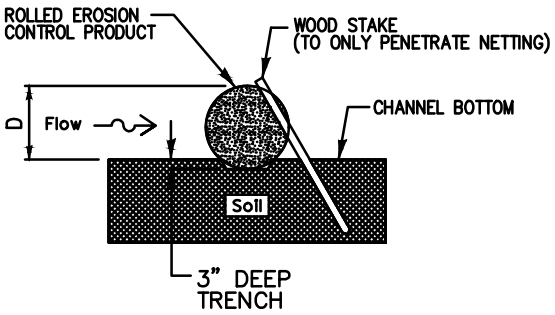
# ROLLED EROSION CONTROL PRODUCTS

## STAKING PATTERN GUIDE




NOTES:
1. OVERLAP MINIMUM IS THE DIAMETER OF THE THE ROLL.
2. 4' SPACING FOR WATTLES.
3. 2' SPACING FOR ROLLED EXCELSIOR.
4. OR SPACE ACCORDING TO MANUFACTURE'S SPECIFICATIONS.

## STAKE DETAIL




NOTES:
1. DRAWINGS ARE NOT TO SCALE.
2. ENDS OF WATTLE OR ROLLED EXCELSIOR SHALL BE TURNED AT LEAST 6" UPSLOPE.
3. RECOMMENDED STAKES ARE 1 1/8" WIDE x 1 1/8" THICK x 30" LONG.
4. STAKES SHALL NOT EXTEND ABOVE THE STRAW WATTLE MORE THAN 2".
5. SPACING: THE TOE OF THE UPSTREAM DITCH CHECK SHALL CREATE A HORIZONTAL LINE WITH THE TOP OF THE DOWNSTREAM DITCH CHECK.

| REFERENCE | | STANDARD DWG. NO. |
|---|---|---|
| Project | | IUM-514 |
| Designed — Date | | SHEET 1 OF 1 |
| Checked — Date | | DATE 08-2-2019 |
| Approved — Date | | |

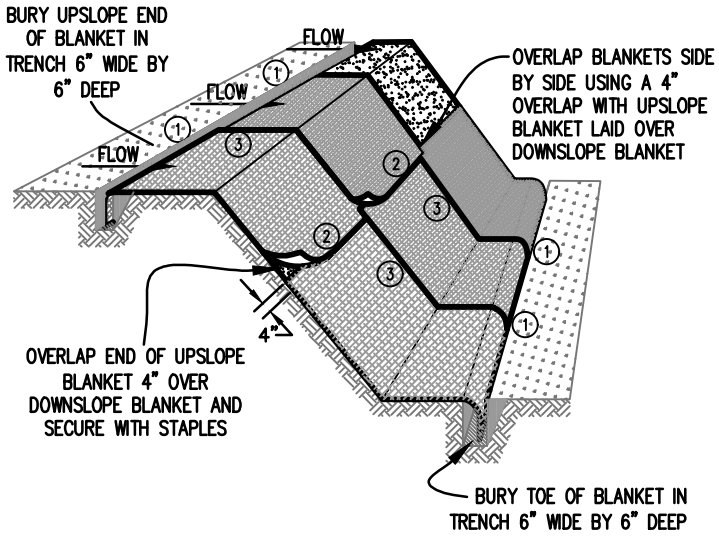
09/05/2025

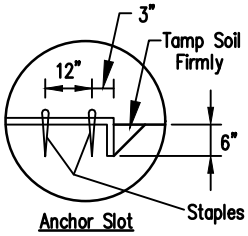
**DETAILS**
LEAD SERVICE REPLACEMENT
CITY OF ROCKFORD
SHEET 3 OF 31

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ILLINOIS DESIGN FIRM NO. 184-003525
ILLINOIS
IOWA
WISCONSIN

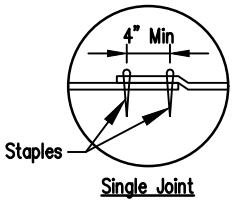
PLOT DATE: 9/5/25
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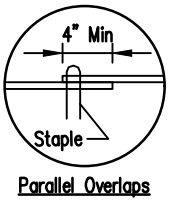


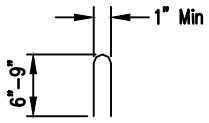

DETAIL 1



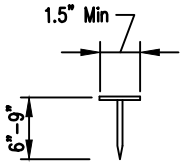

DETAIL 2




DETAIL 3




STAPLE DETAIL




PUSH PIN DETAIL

NOTES:

1. Staples shall be placed in a diamond pattern at 2 per s.y. for stiched blankets. Non-stiched shall use 4 staples per s.y. of material. This equates to 200 staples with stiched blanket and 400 stapels with non-stiched blanket per 100 s.y. of material.
2. Staple or push pin lengths shall be selected based on soil type and conditions. (minimum staple length is 6")
3. Erosion control material shall be placed in contact with the soil over a prepared seedbed.
4. All anchor slots shall be stapled at approximately 12" intervals.

| Sheet 1 of 1 | File No. IUM-530 Drawing No. | | EROSION CONTROL BLANKET INSTALLATION DETAILS | Date<br>Designed<br>Drawn B. JOHNSON 11/08<br>Checked<br>Approved |
|---|---|---|---|---|

11/21/2022

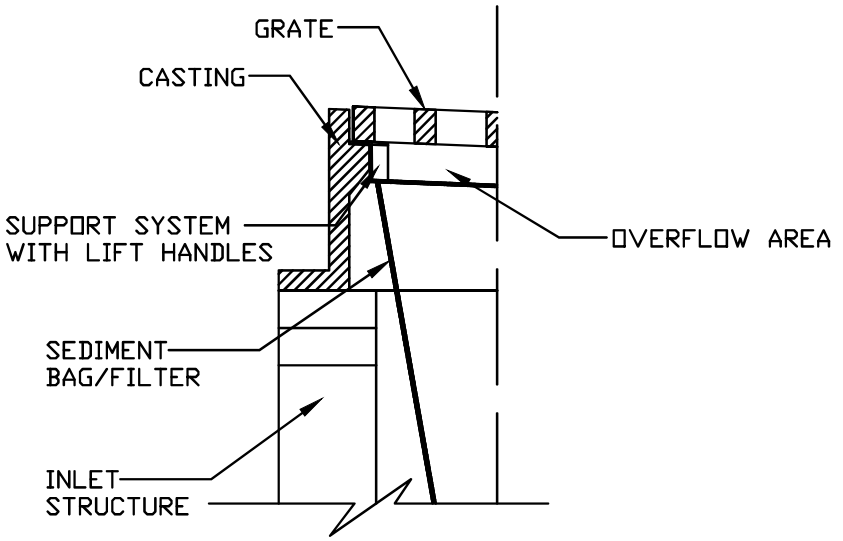
**DETAILS**
LEAD SERVICE REPLACEMENT
CITY OF ROCKFORD
SHEET 4 OF 31

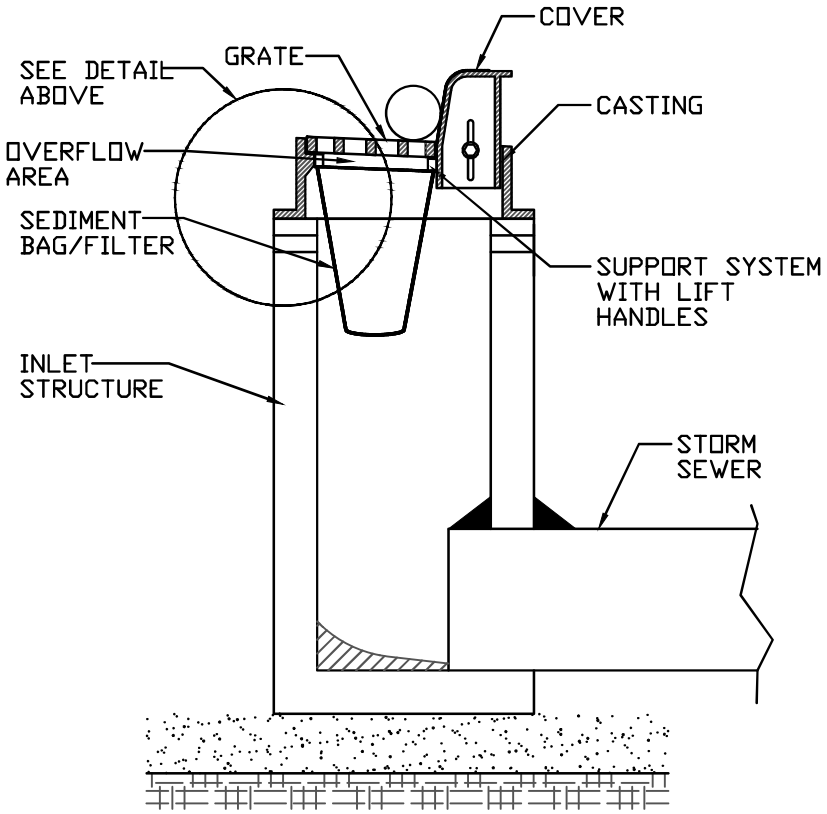
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PLOT DATE: 11/21/22
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# INLET PROTECTION - PAVED AREAS
# DROP-IN PROTECTION




| REFERENCE | | STANDARD DWG. NO. |
|---|---|---|
| Project | | IUM-561D |
| Designed ____ Date ____ | | SHEET 1 OF 1 |
| Checked ____ Date ____ | | DATE 01-11-11 |
| Approved ____ Date ____ | | |

11/21/2022

**DETAILS**
LEAD SERVICE REPLACEMENT
CITY OF ROCKFORD
SHEET 5 OF 31

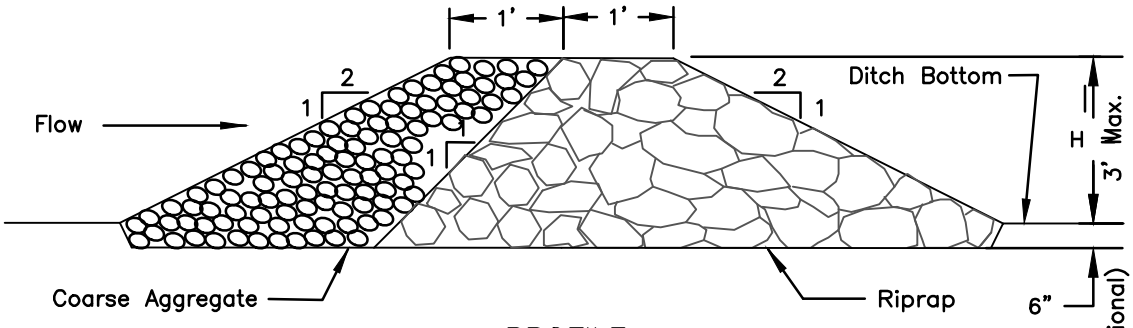
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ILLINOIS DESIGN FIRM NO. 184-003525

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WISCONSIN

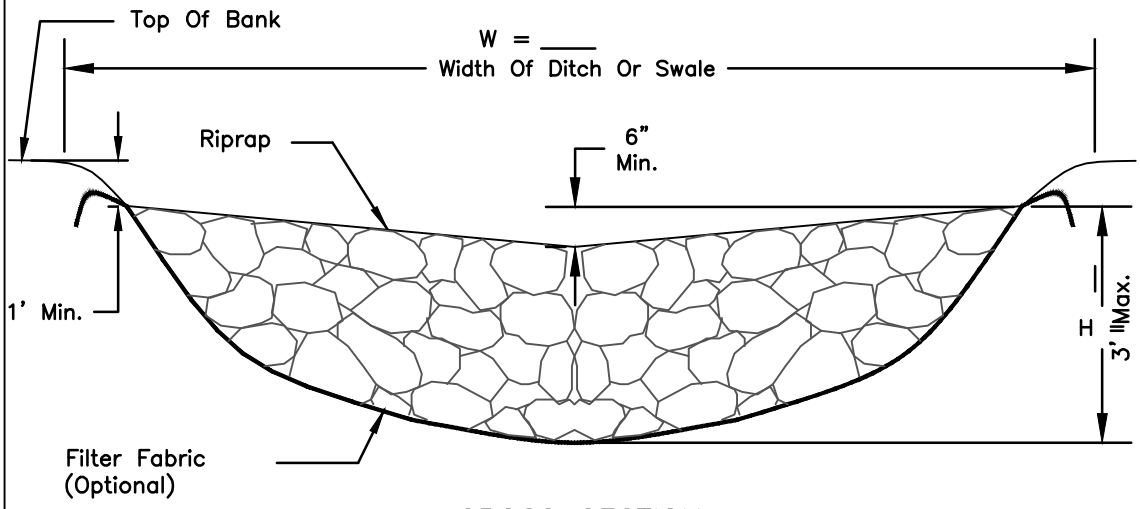
PLOT DATE: 11/21/22
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# ROCK CHECK DAM – RIPRAP




PROFILE




CROSS SECTION
CENTERLINE LOOKING DOWNSTREAM

NOTES;

1. Filter fabric shall meet the requirements of material specification 592 GEOTEXTILE, Table 1 or 2, Class I, II, or IV and shall be placed over the cleared area prior to the placing of rock.
2. Coarse aggregate shall meet one of the following IDOT gradations, CA–1, CA–2, CA–3, or CA–4.
3. Riprap shall meet IDOT gradation RR–3 or RR–4 and meet Quality Designation A.
4. Coarse aggregate and riprap shall be placed according to construction specification 25 ROCKFILL using placement Method 1 and Class III compaction.
5. For added stability, the base of the dam may be keyed 6 inches into the soil.
6. See plans for spacing of dams and H dimensions.
7. Maximum drainage area to each dam is 10 acres.
8. ROCK CHECK DAM–COARSE AGGREGATE IL–605CA may be used for drainage areas under 2 acres.

| REFERENCE | | | | NRCS Natural Resources Conservation Service | STANDARD DWG. NO. |
|---|---|---|---|---|---|
| Project | | | | | IL–605R |
| Designed | | Date | | | SHEET 1 OF 1 |
| Checked | | Date | | | DATE 1–29–99 |
| Approved | | Date | | | |

11/21/2022

**DETAILS**
**LEAD SERVICE REPLACEMENT**
**CITY OF ROCKFORD**
**SHEET 6 OF 31**

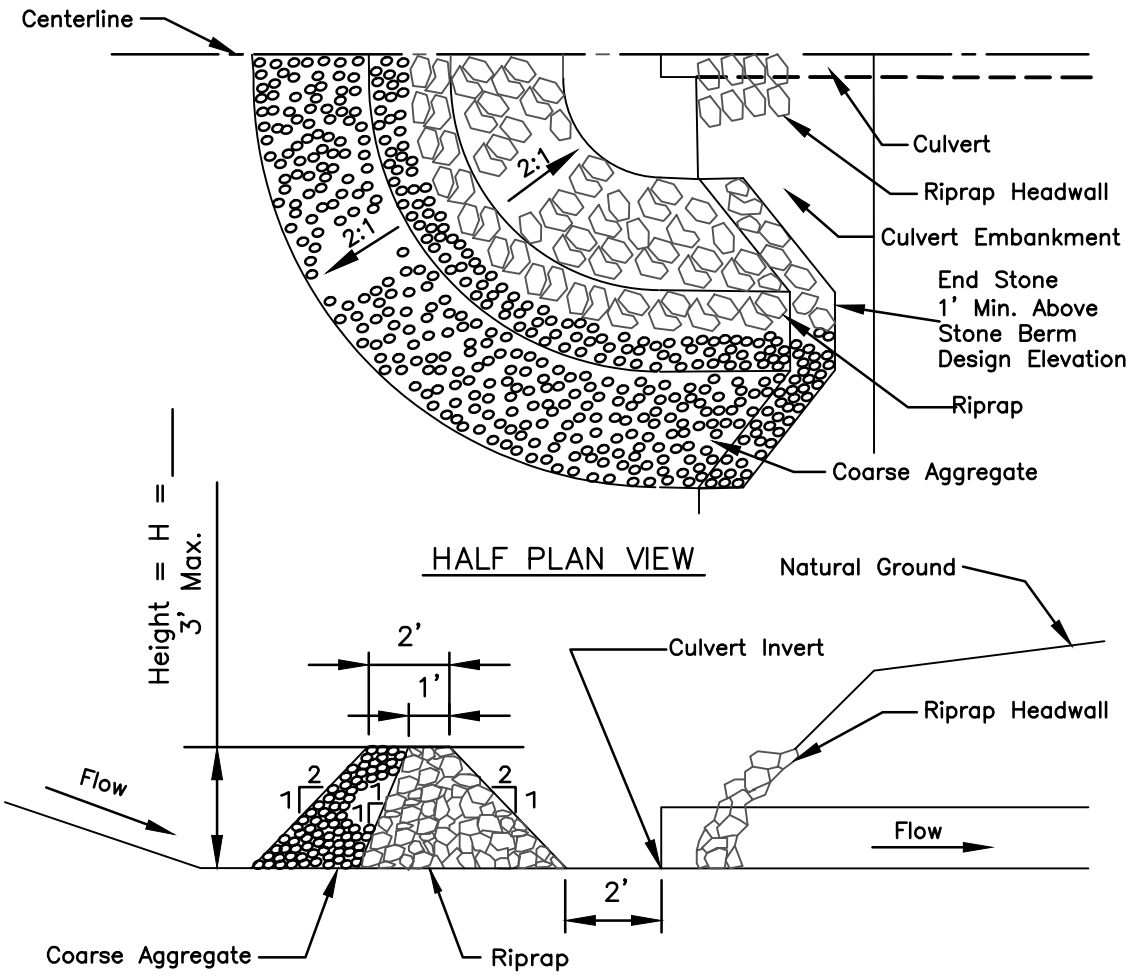
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ILLINOIS DESIGN FIRM NO. 184–003525

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PLOT DATE: 11/21/22
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# CULVERT INLET PROTECTION – STONE




CENTERLINE CROSS SECTION

Notes:

1. Sediment shall be removed when the sediment has accumulated to one–half the height of the stone berm.
2. Coarse aggregate shall meet one of the following IDOT coarse aggregate gradations, CA–1, CA–2, CA–3 or CA–4.
3. Riprap shall meet IDOT gradation RR–3 or RR–4. Any permanent riprap, such as for the culvert headwall, shall meet IDOT Quality Designation A.
4. Coarse aggregate and riprap shall be placed according to construction specification 25 ROCKFILL using placement Method 1 and Class III compaction.
5. The maximum drainage area to the culvert being protected is 3 acres.
6. See plans for H dimension.
7. Tie the stone berm into the culvert embankment a minimum of 1 foot above the design elevation of the stone berm.

| REFERENCE | | | | NRCS Natural Resources Conservation Service | STANDARD DWG. NO. |
|---|---|---|---|---|---|
| Project | | | | | IL–508ST |
| Designed | | Date | | | SHEET 1 OF 1 |
| Checked | | Date | | | DATE 1–29–99 |
| Approved | | Date | | | |

11/21/2022

**DETAILS**
LEAD SERVICE REPLACEMENT
CITY OF ROCKFORD
SHEET 7 OF 31

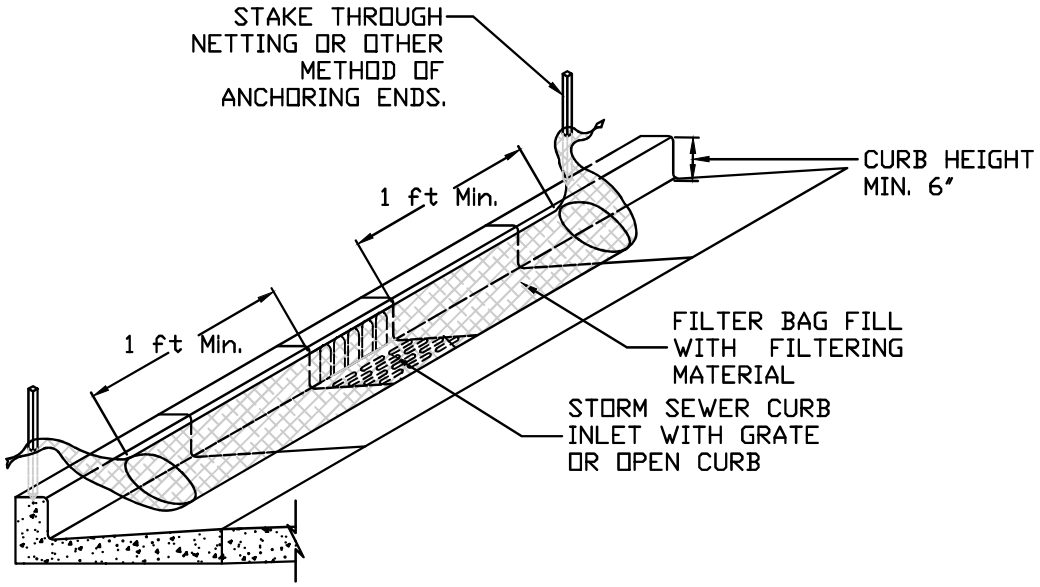
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ILLINOIS DESIGN FIRM NO. 184–003525

ILLINOIS
IOWA
WISCONSIN

PLOT DATE: 11/21/22
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# INLET PROTECTION - PAVED AREAS
# CURB PROTECTION




REFERENCE
Project
Designed _____ Date _____
Checked _____ Date _____
Approved _____ Date _____

STANDARD DWG. NO.
IUM-561C
SHEET 1 OF 1
DATE 01-11-11

11/21/2022

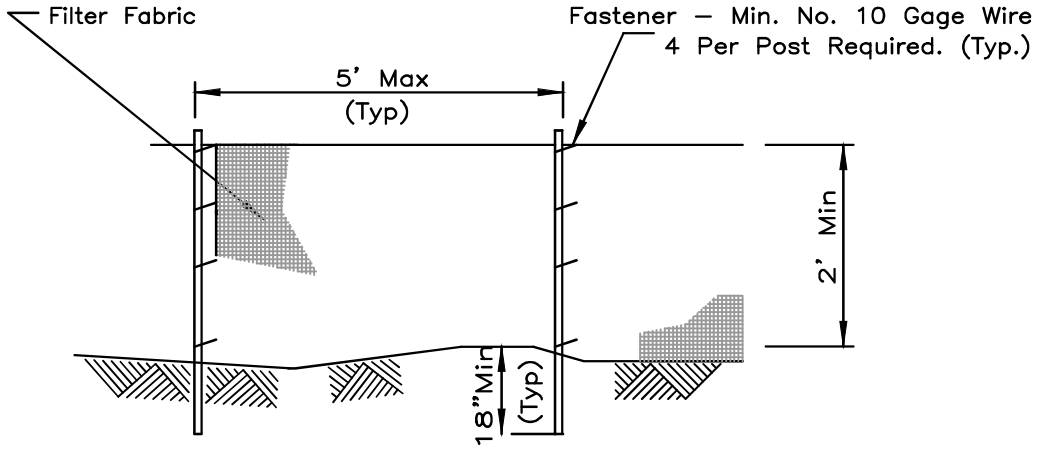
**DETAILS**
LEAD SERVICE REPLACEMENT
CITY OF ROCKFORD
SHEET 8 OF 31

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ENGINEERING & ENVIRONMENTAL
ILLINOIS DESIGN FIRM NO. 184-003525
ILLINOIS
IOWA
WISCONSIN

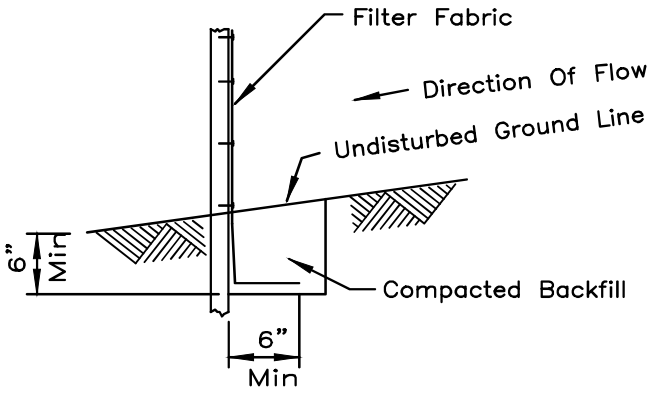
PLOT DATE: 11/21/22
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# SILT FENCE PLAN




ELEVATION




FABRIC ANCHOR DETAIL

NOTES:

1. Temporary sediment fence shall be installed prior to any grading work in the area to be protected. They shall be maintained throughout the construction period and removed in conjunction with the final grading and site stabilization.
2. Filter fabric shall meet the requirements of material specification 592 Geotextile Table 1 or 2, Class with equivalent opening size of at least 30 for nonwoven and 40 for woven.
3. Fence posts shall be either standard steel post or wood post with a minimum cross–sectional area of 3.0 sq. in.

| REFERENCE | | | | STANDARD DWG. NO. |
|---|---|---|---|---|
| Project | | | | IUM–620 |
| Designed | | Date | | SHEET 1 OF 2 |
| Checked | | Date | | DATE 3–16–12 |
| Approved | | Date | | |

11/21/2022

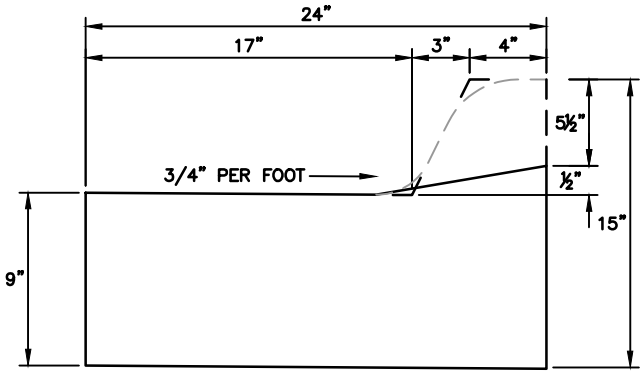
**DETAILS**
LEAD SERVICE REPLACEMENT
CITY OF ROCKFORD
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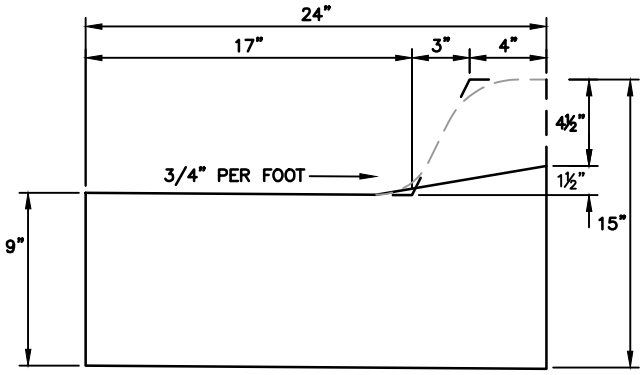
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WISCONSIN

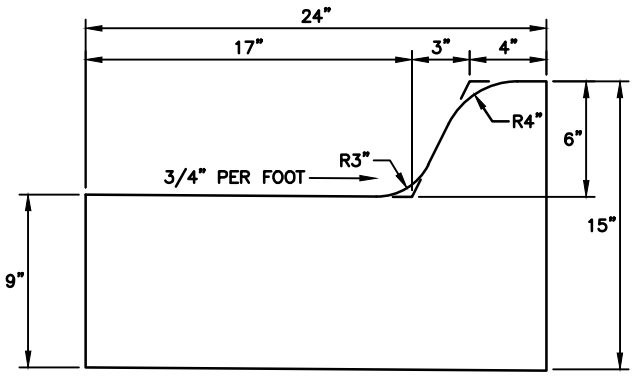
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ADA DEPRESSED CURB




# CITY OF ROCKFORD
# COMBINATION CONCRETE CURB & GUTTER
# TYPE M6.18 MODIFIED

N.T.S.

MODIFIED BY FG JULY 2016

11/21/2022

**DETAILS**

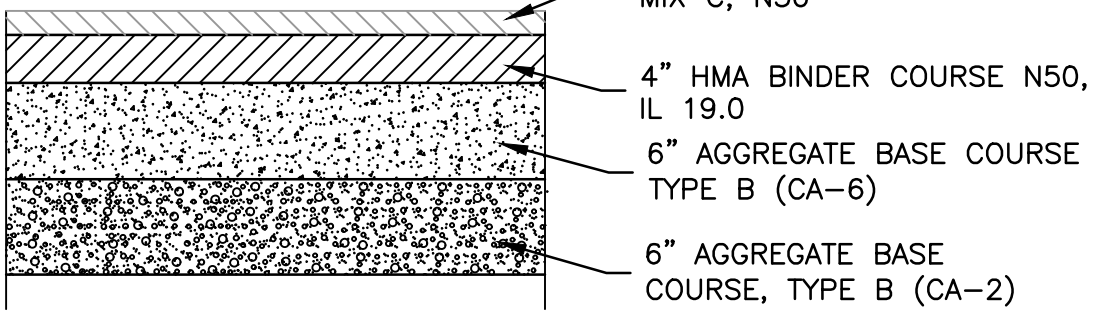
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CITY OF ROCKFORD
SHEET 10 OF 31

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NOTE:

MINIMUM PAVEMENT STRUCTURE IS SHOWN. EXISTING PAVEMENT STRUCTURE SHOULD BE MATCHED IF THICKNESS EXCEEDS THIS DETAIL.

## PAVEMENT PATCH, CLASS D SECTION

N.T.S.

11/21/2022

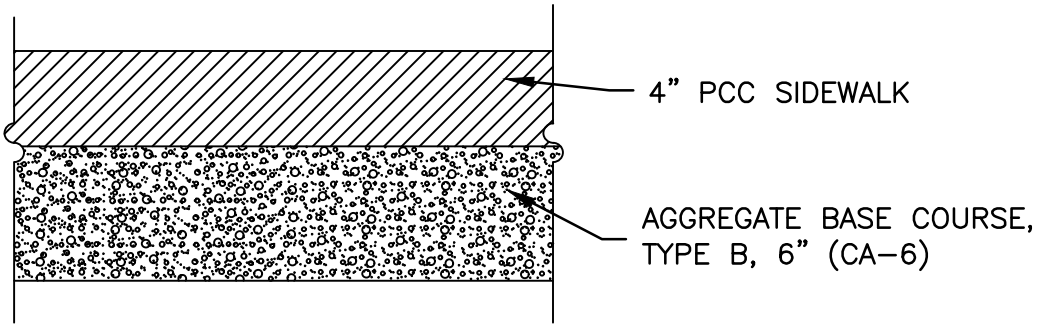
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NOTE:

AGGREGATE BASE SHALL BE CONSIDERED INCIDENTAL TO PCC SIDEWALK, 4"

SIDEWALK CURBING AS REQUIRED SHALL BE CONSIDERED INCIDENTAL TO PCC SIDEWALK, 4"

## TYPICAL PCC SIDEWALK SECTION

N.T.S.

11/21/2022

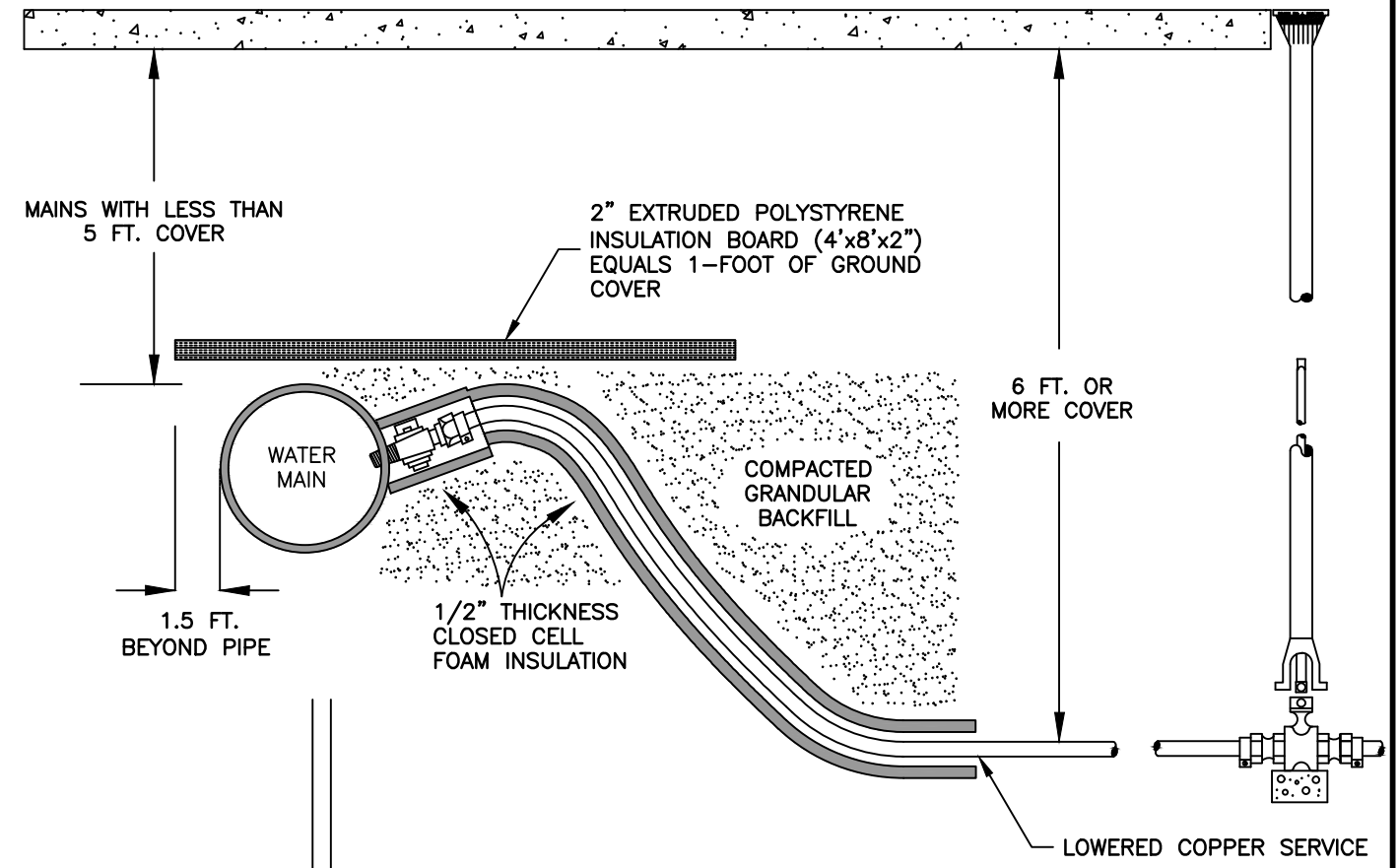
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LEAD SERVICE REPLACEMENT
CITY OF ROCKFORD
SHEET 12 OF 31

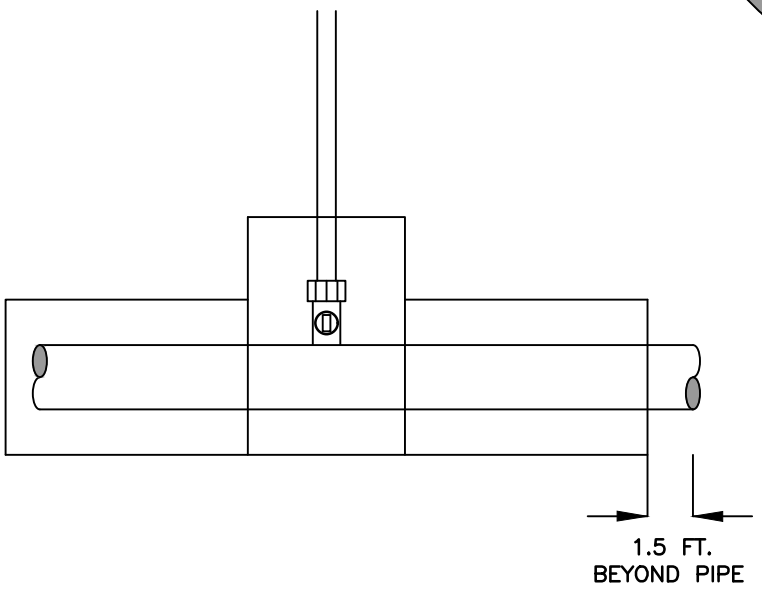
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PROVIDE AT APPLICABLE
LOCATIONS INCIDENTAL TO WATER
MAIN AND WATER SERVICE COST

## FREEZE PROTECTION DETAIL

N.T.S.

11/21/2022

**DETAILS**
LEAD SERVICE REPLACEMENT
CITY OF ROCKFORD
SHEET 13 OF 31

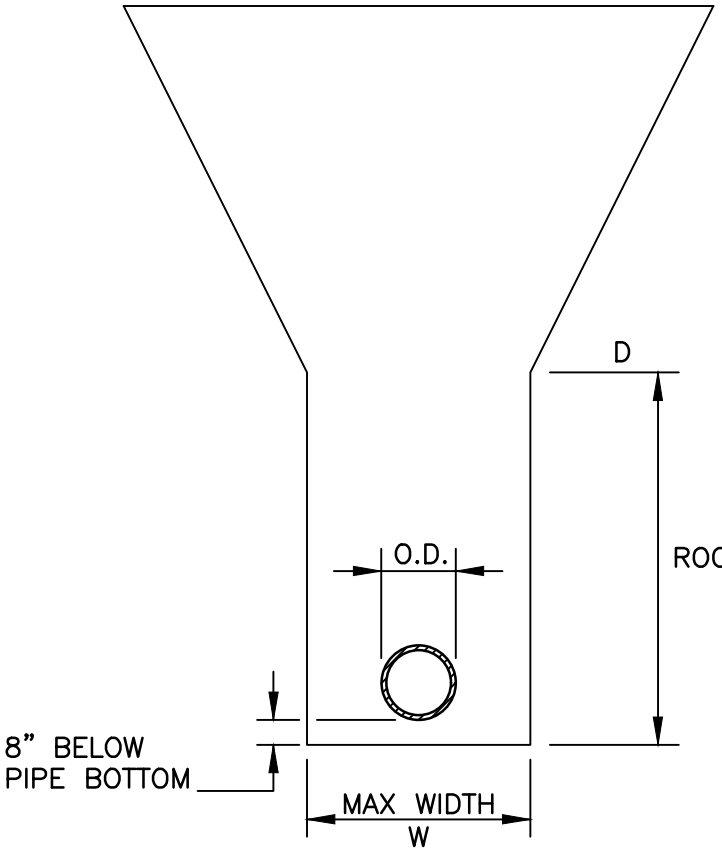
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| PIPE DIA. (IN.) | MAX. PAY WIDTH (FT.) |
|---|---|
| <4 | 3.00 |
| 4 | 3.33 |
| 6 | 3.58 |
| 8 | 3.78 |
| 10 | 3.97 |
| 12 | 4.17 |
| 15 | 4.46 |
| 16 | 4.56 |
| 18 | 4.75 |
| 24 | 5.33 |




ROCK EXCAVATION

$$\text{ROCK EX. (CY)} = \frac{W \times D \times \text{LENGTH (FT)}}{27}$$

NOTE:
ROCK EXCAVATION WILL BE PAID ON WATER SERVICE AND MAIN CONSTRUCTION WHERE APPLICABLE/SPECIFIED.

## ROCK EXCAVATION PAY LIMIT SCHEDULE

N.T.S.

11/21/2022

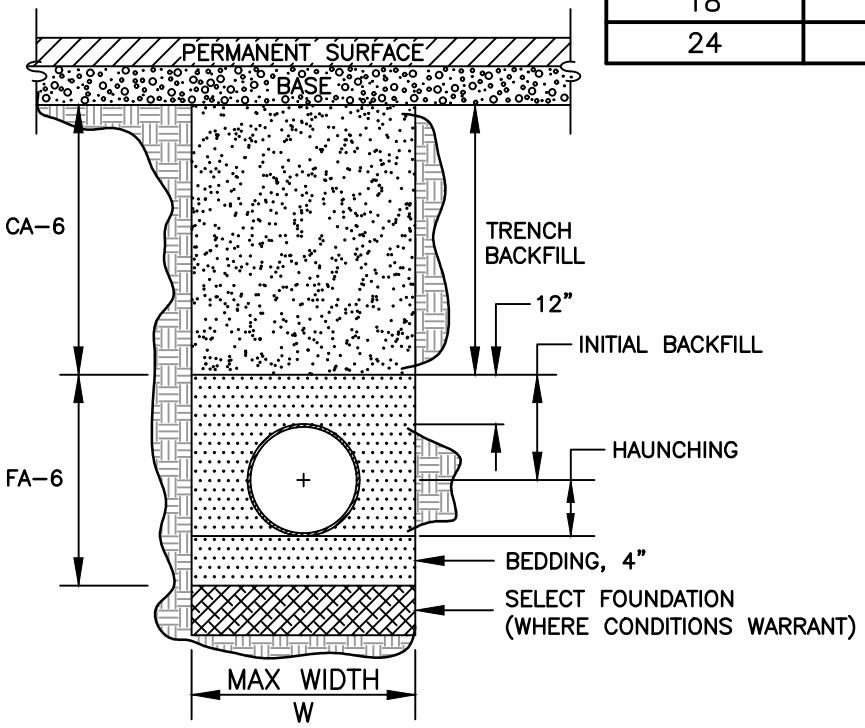
**DETAILS**
LEAD SERVICE REPLACEMENT
CITY OF ROCKFORD
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| PIPE DIA. (IN.) | MAX. PAY WIDTH (FT.) |
|---|---|
| <4 | 3.00 |
| 4 | 3.33 |
| 6 | 3.58 |
| 8 | 3.78 |
| 10 | 3.97 |
| 12 | 4.17 |
| 15 | 4.46 |
| 16 | 4.56 |
| 18 | 4.75 |
| 24 | 5.33 |




NOTE:
THESE ITEMS WILL BE INCIDENTAL ON WATER SERVICES.
TRENCH BACKFILL SHALL BE MECHANICALLY COMPACTED TO 95% STANDARD PROCTOR OPTIMUM DENSITY.

## TRENCH BACKFILL AND SELECT FOUNDATION MATERIAL PAY LIMIT SCHEDULE

N.T.S.

11/21/2022

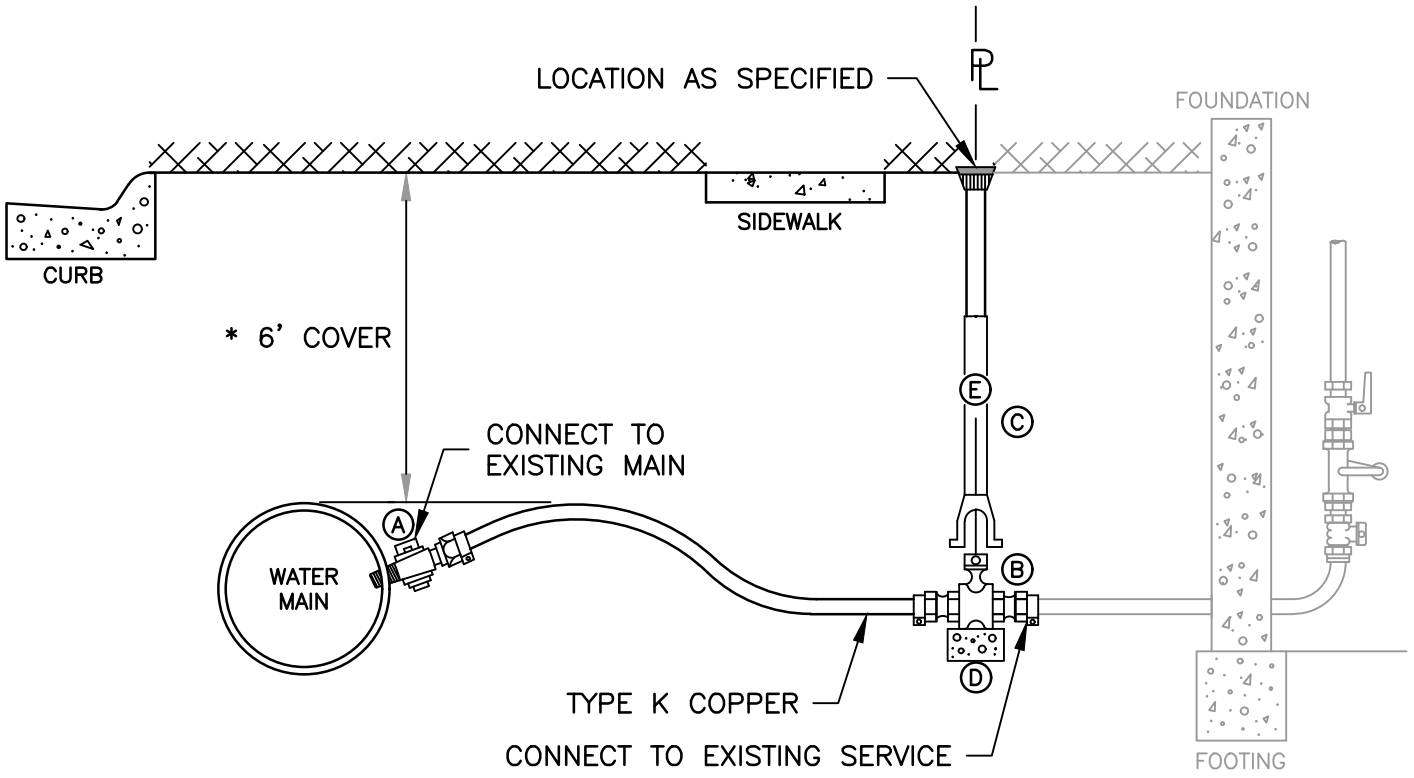
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LEAD SERVICE REPLACEMENT
CITY OF ROCKFORD
SHEET 15 OF 31

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| ITEM | DESCRIPTION | SIZE |
|---|---|---|
| A | CORPORATION STOP | ¾"–2" |
| B | CURB STOP | ¾"–2" |
| C | CURB BOX | EXTENDABLE |
| D | BRICK | CEMENT |
| E | ROD | 36" |




* UNLESS OTHERWISE INDICATED ON PLANS

# CITY OF ROCKFORD
# WATER SERVICE DETAIL

N.T.S.

## PUBLIC SIDE ONLY

11/21/2022

**DETAILS**
LEAD SERVICE REPLACEMENT
CITY OF ROCKFORD
SHEET 16 OF 31

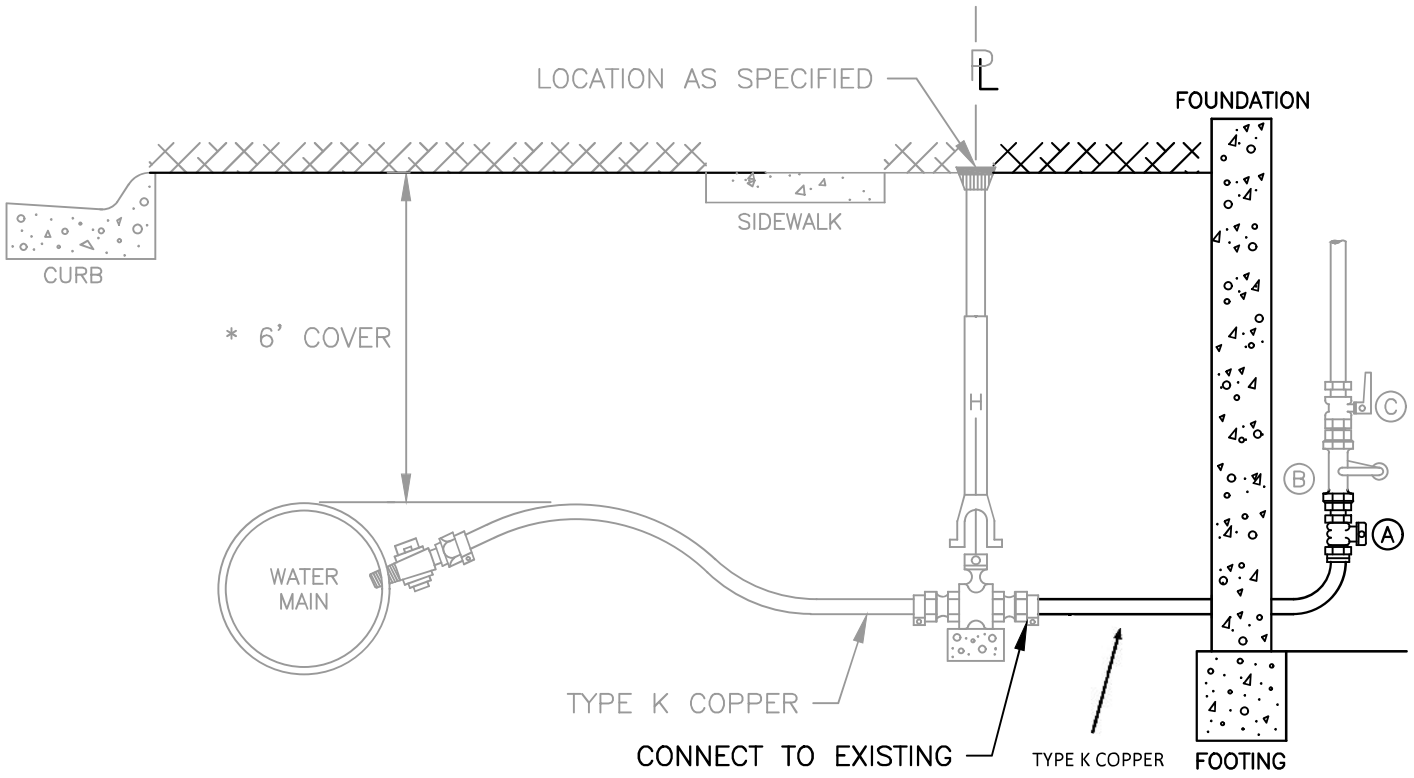
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ILLINOIS DESIGN FIRM NO. 184–003525

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| ITEM | DESCRIPTION | SIZE |
|---|---|---|
| A | METER STOP | ¾"–2" |
| B | METER SPREAD | ⅝"–2" |
| C | METER STOP HOUSE SIDE | ⅝"–2" |




* UNLESS OTHERWISE INDICATED ON PLANS

## CITY OF ROCKFORD
## WATER SERVICE DETAIL
N.T.S.

# PRIVATE SIDE ONLY

11/21/2022

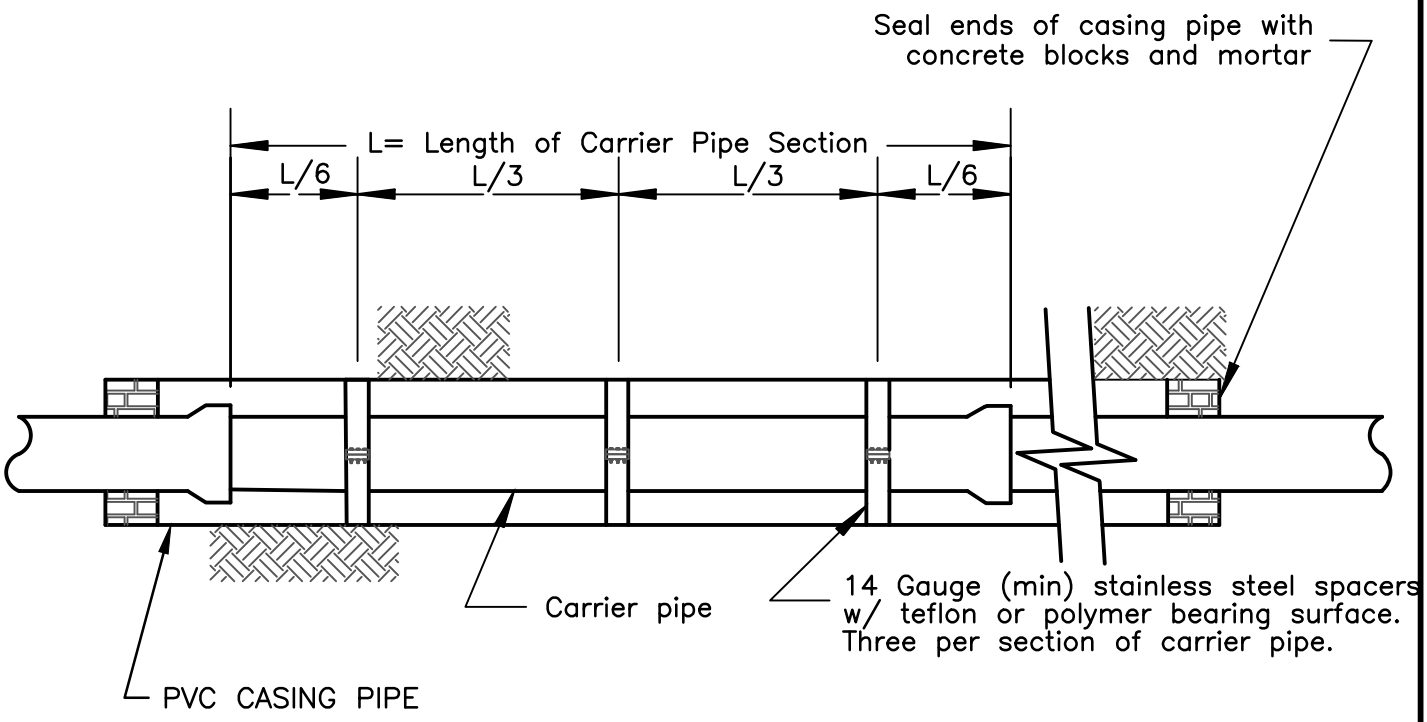
**DETAILS**
LEAD SERVICE REPLACEMENT
CITY OF ROCKFORD
SHEET 17 OF 31

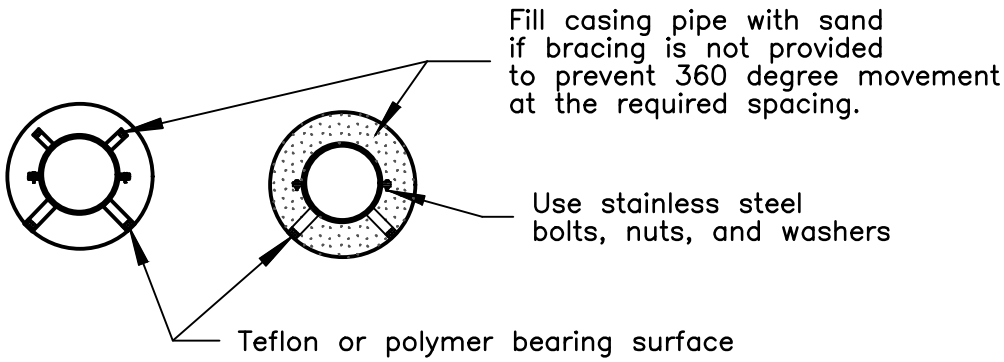
FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS DESIGN FIRM NO. 184–003525

ILLINOIS
IOWA
WISCONSIN

PLOT DATE: 11/21/22
G:\C3D\22\22-100\PH11\22-100 PH11 Exhibit Details.dwg, Sheet 17

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NOTES:
STEEL SPACERS NOT REQUIRED FOR PVC ENCASEMENT

## WATER SERVICE CASING DETAIL

N.T.S.

11/21/2022

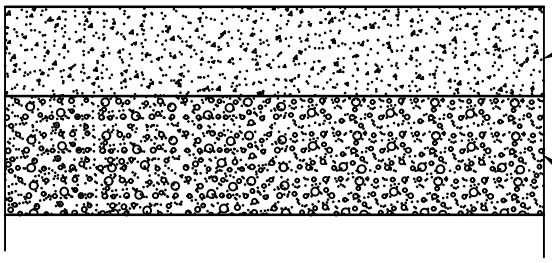
**DETAILS**
LEAD SERVICE REPLACEMENT
CITY OF ROCKFORD
SHEET 18 OF 31

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS DESIGN FIRM NO. 184-003525

ILLINOIS
IOWA
WISCONSIN

PLOT DATE: 11/21/22
G:\C3D\22\22-100\PH11\22-100 PH11 Exhibit Details.dwg, Sheet 18

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NOTE:

MINIMUM PAVEMENT STRUCTURE IS SHOWN. EXISTING PAVEMENT STRUCTURE SHOULD BE MATCHED IF THICKNESS EXCEEDS THIS DETAIL.

AGGREGATE BASE SHALL BE CONSIDERED INCIDENTAL TO PCC PAVEMENT, 9 1/2" JOINTED

## TYPICAL PCC PAVING SECTION

N.T.S.

11/21/2022

**DETAILS**
LEAD SERVICE REPLACEMENT
CITY OF ROCKFORD
SHEET 19 OF 31

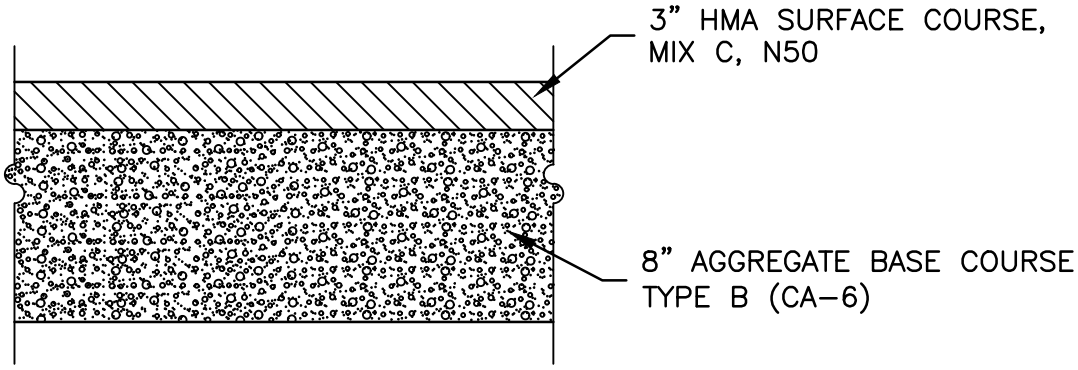
FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS DESIGN FIRM NO. 184-003525
ILLINOIS
IOWA
WISCONSIN

PLOT DATE: 11/21/22
G:\C3D\22\22-100\PH11\22-100 PH11 Exhibit Details.dwg, Sheet 19

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NOTE:

AGGREGATE BASE SHALL BE CONSIDERED INCIDENTAL TO HMA DRIVEWAY PAVEMENT, 3"




## TYPICAL HMA APPROACH PAVING SECTION

N.T.S.

11/21/2022

**DETAILS**
LEAD SERVICE REPLACEMENT
CITY OF ROCKFORD
SHEET 20 OF 31

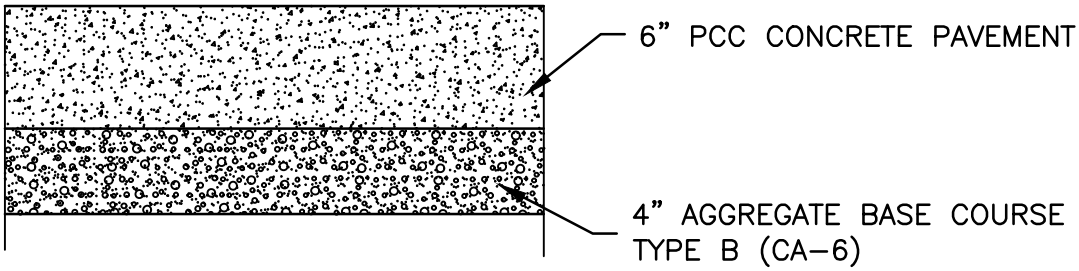
FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS DESIGN FIRM NO. 184-003525
ILLINOIS
IOWA
WISCONSIN

PLOT DATE: 11/21/22
G:\C3D\22\22-100\PH11\22-100 PH11 Exhibit Details.dwg, Sheet 20

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NOTE:

AGGREGATE BASE SHALL BE CONSIDERED INCIDENTAL TO PCC DRIVEWAY, 6"




NOTE:

MINIMUM PAVEMENT STRUCTURE IS SHOWN. EXISTING PAVEMENT STRUCTURE SHOULD BE MATCHED IF THICKNESS EXCEEDS THIS DETAIL.

## TYPICAL PCC APPROACH PAVING SECTION

N.T.S.

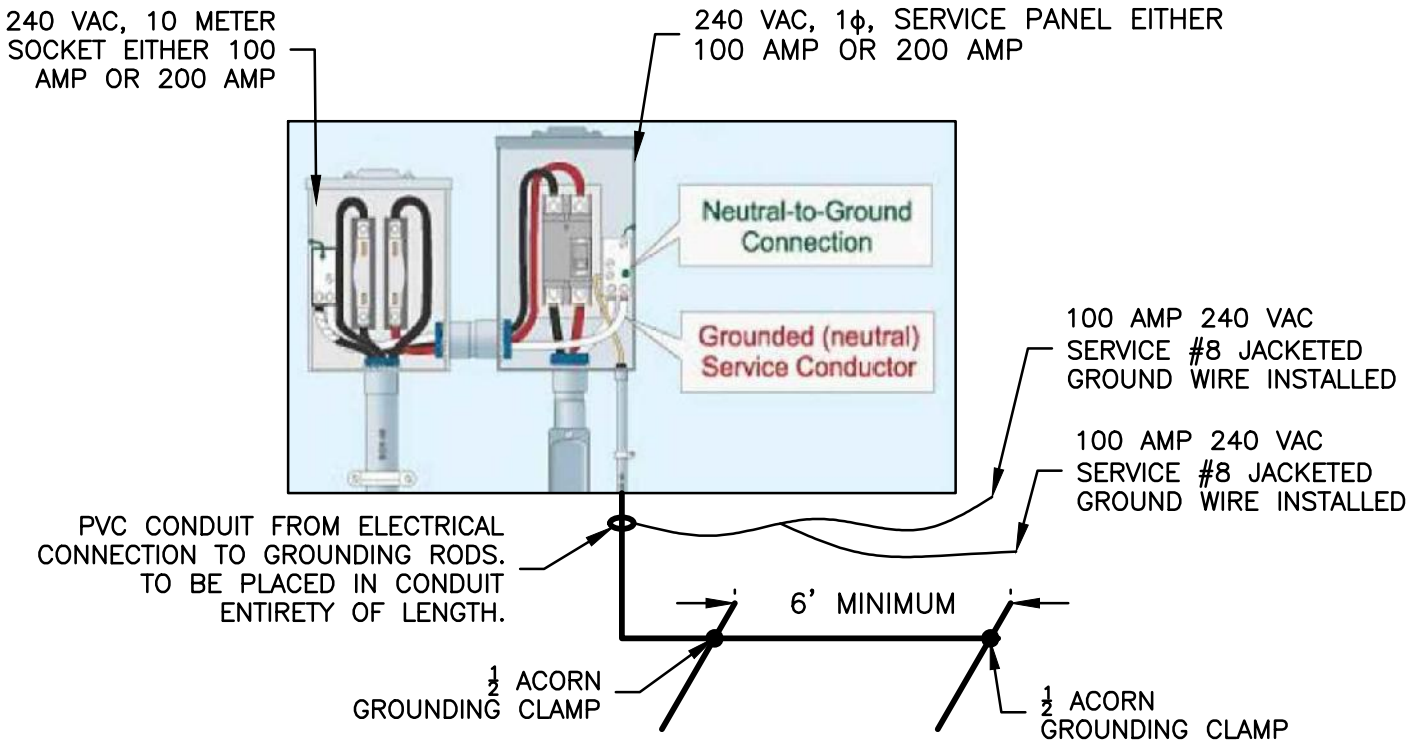
11/21/2022

**DETAILS**
LEAD SERVICE REPLACEMENT
CITY OF ROCKFORD
SHEET 21 OF 31

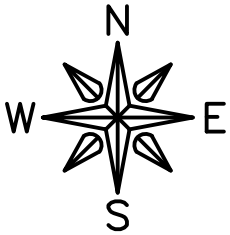
FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS DESIGN FIRM NO. 184-003525
ILLINOIS
IOWA
WISCONSIN

PLOT DATE: 11/21/22
G:\C3D\22\22-100\PH11\22-100 PH11 Exhibit Details.dwg, Sheet 21

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INSTALL 2 GROUND 8' LONG. 1/2 DIAMETER ROD INSTALL FLUSH TO GROUND LEVEL GROUNDING MUST HAVE AT LEAST 25 OHMS ON GROUNDING CIRCUIT.




N.T.S

# CITY OF ROCKFORD

## WATER SERVICE GROUNDING

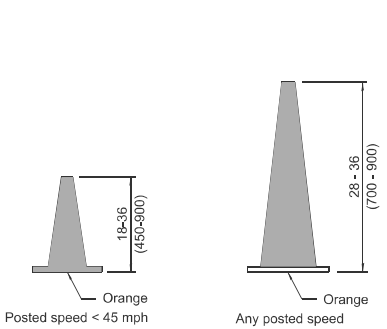
### BONDING SERVICE EQUIPMEN TO GROUNDED CONDUCTOR

### SECTION 250–92 (B)(1)

9/26/2024

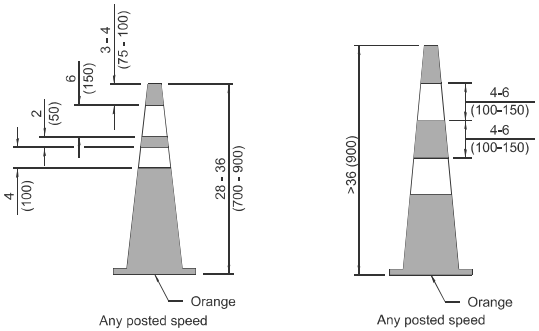
FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS DESIGN FIRM NO. 184–003525
ILLINOIS
IOWA
WISCONSIN

PLOT DATE: 9/26/24
G:\C3D\21\21-100\PH12\Exhibits\21-100 PH12 Exhibit Detail.dwg, FG-8.5X11 (2)
© 2024 FEHR GRAHAM

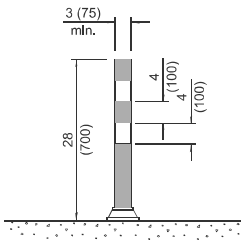



**DAYTIME USE**

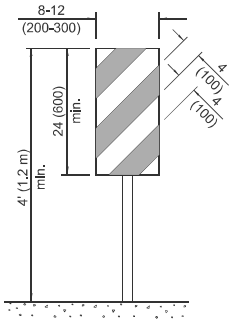
**CONES**



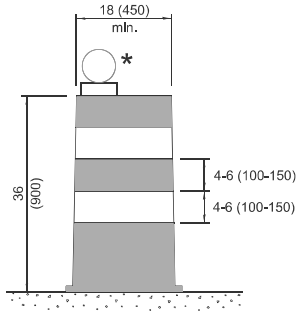

**DAY OR NIGHTTIME USE**



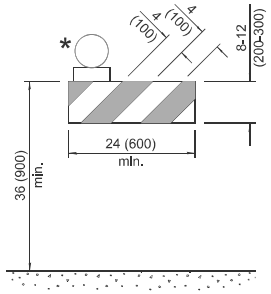

**TUBULAR MARKER**



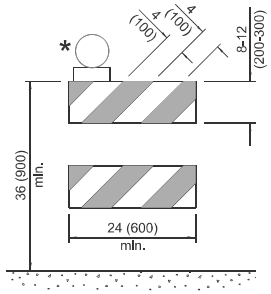

**VERTICAL PANEL**
POST MOUNTED



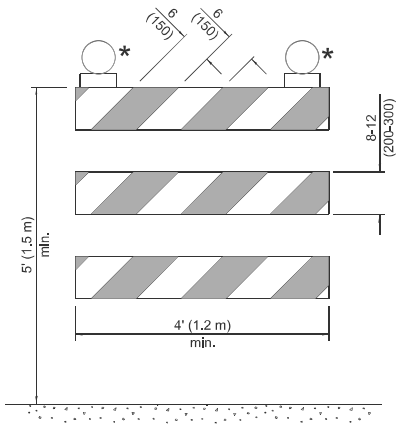

**DRUM**



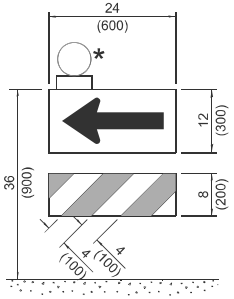

**TYPE I BARRICADE**



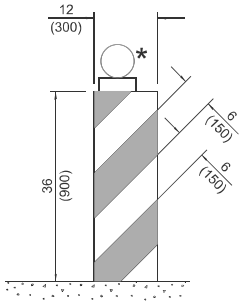

**TYPE II BARRICADE**



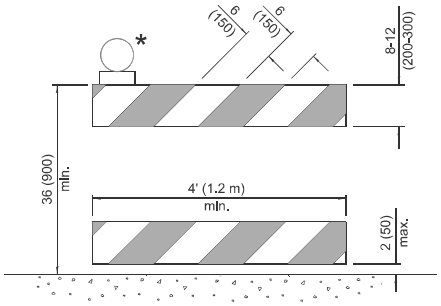

**TYPE III BARRICADE**




**DIRECTION INDICATOR BARRICADE**




**VERTICAL BARRICADE**




**DETECTABLE PEDESTRIAN CHANNELIZING BARRICADE**

* Warning lights (If required)

## GENERAL NOTES

All heights shown shall be measured above the pavement surface.

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

Illinois Department of Transportation

APPROVED January 1, 2025
ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED January 1, 2025
ENGINEER OF DESIGN AND ENVIRONMENT

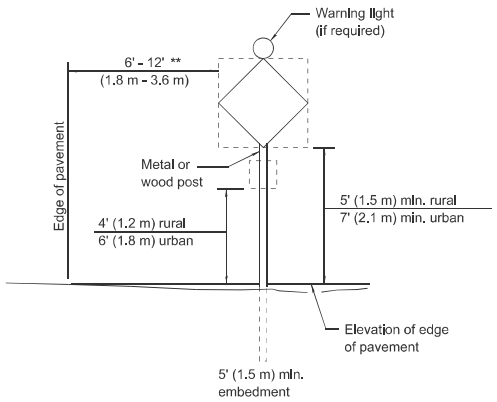
ISSUED 1-1-13

| DATE | REVISIONS |
|---|---|
| 1-1-25 | Updated Temporary Rumble |
| | Strip Detail (sht. 3). |
| | |
| 1-1-24 | Revised Type III Barricade notes |
| | (sht. 3) & moved warning light on |
| | post mounted signs to top center. |

# TRAFFIC CONTROL DEVICES

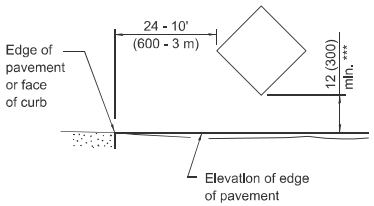
(Sheet 1 of 3)

STANDARD 701901-10



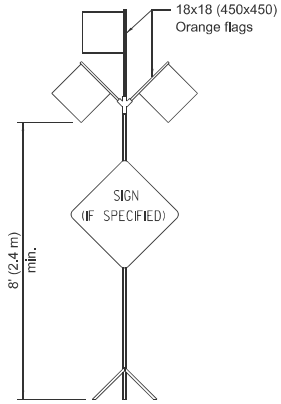

## POST MOUNTED SIGNS

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

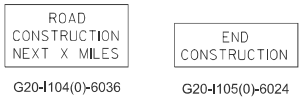



## SIGNS ON TEMPORARY SUPPORTS

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




## HIGH LEVEL WARNING DEVICE




G20-I104(0)-6036 G20-I105(0)-6024

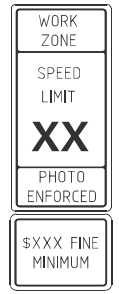
This signing is required for all projects 2 miles (3200 m) or more in length.

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

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

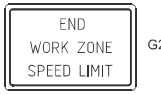
Dual sign displays shall be utilized on multi-lane highways.

## WORK LIMIT SIGNING



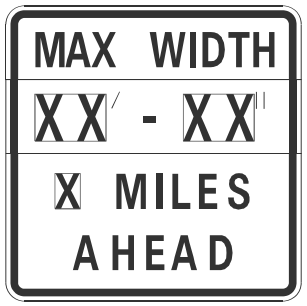

W21-III5(0)-3618
R2-1-3648
R10-I108p-3618 ****
R2-I106p-3618

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




G20-I103-6036

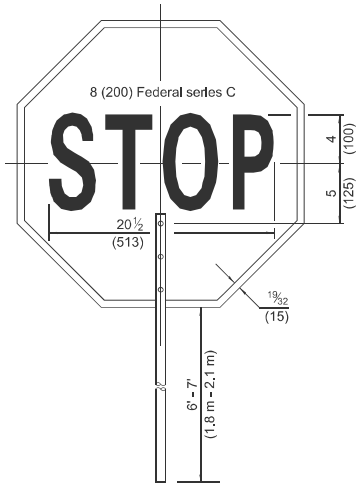
This sign shall be used when the above sign assembly is used.



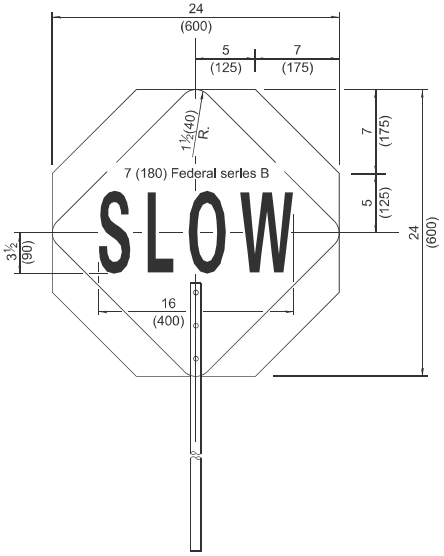

W12-I103-4848

## WIDTH RESTRICTION SIGN

XX'-XX" width and X miles are variable.




FRONT SIDE




REVERSE SIDE

## FLAGGER TRAFFIC CONTROL SIGN

## HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

**** R10-I108p shall only be used along roadways under the jurisdiction of the State.

Illinois Department of Transportation

APPROVED January 1, 2025
ENGINEER OF SAFETY PROG. AND ENGINEERING

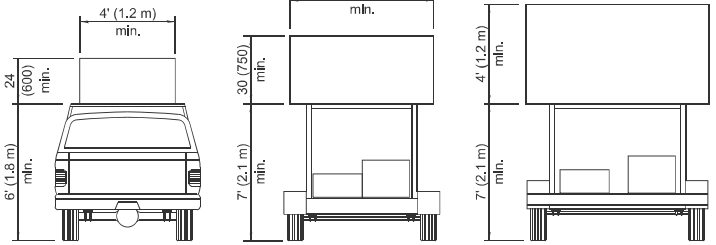
APPROVED January 1, 2025
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-13

# TRAFFIC CONTROL DEVICES

(Sheet 2 of 3)

STANDARD 701901-10

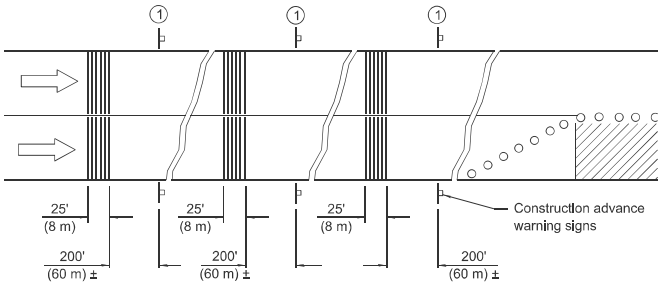



**TYPE A ROOF MOUNTED**

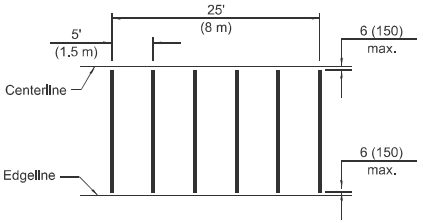
**TYPE B ROOF OR TRAILER MOUNTED**

**TYPE C TRAILER MOUNTED**

## ARROW BOARDS

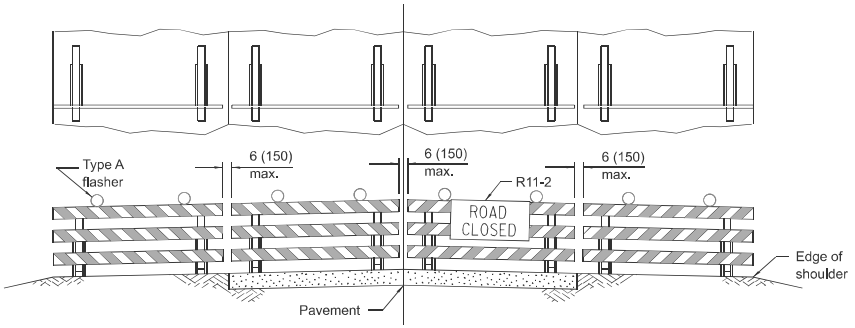



1 This sign shall be omitted when median width is less than 10' (3 m).



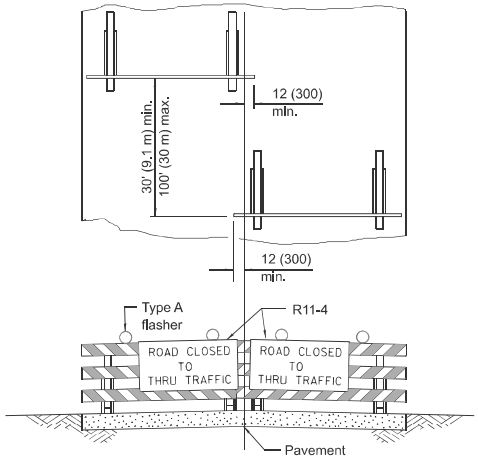

**TYPICAL INSTALLATION**

## TEMPORARY RUMBLE STRIPS




**ROAD CLOSED TO ALL TRAFFIC**

Reflectorized striping may be omitted on the back side of the barricades.




**ROAD CLOSED TO THRU TRAFFIC**

Reflectorized striping shall appear on both sides of the barricades.

## TYPICAL APPLICATIONS OF TYPE III BARRICADES CLOSING A ROAD

If a Type III barricade with an attached sign panel which meets NCHRP 350 or MASH is not available, the sign may be mounted on an NCHRP 350 or MASH temporary sign support directly in front of the barricade.

Illinois Department of Transportation

APPROVED January 1, 2025
ENGINEER OF SAFETY PROG. AND ENGINEERING

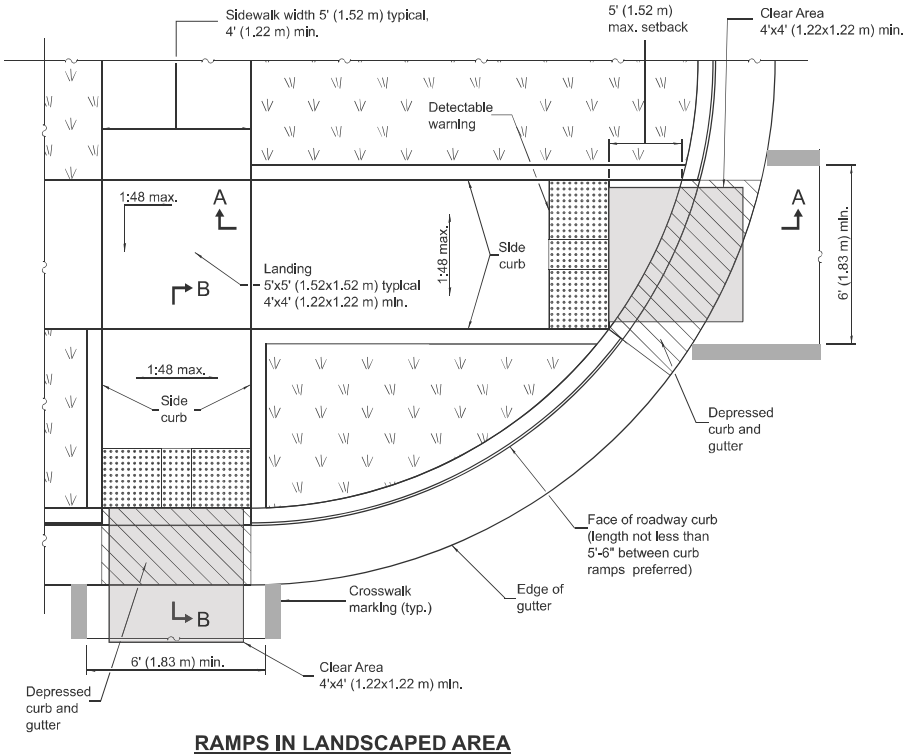
APPROVED January 1, 2025
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-13

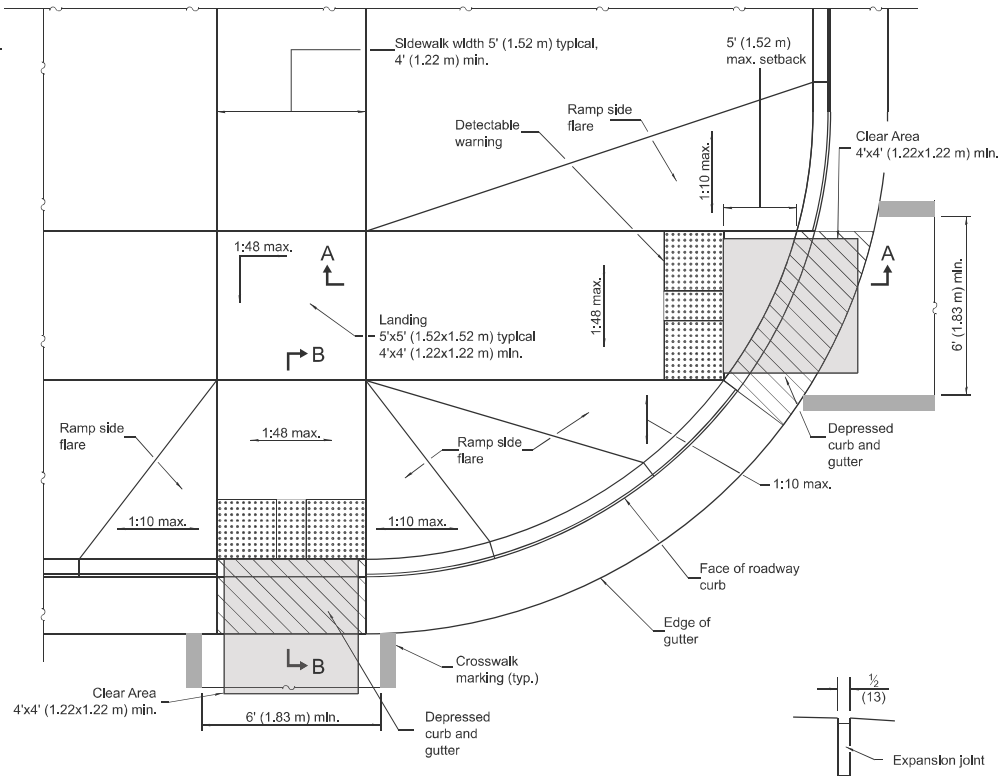
# TRAFFIC CONTROL DEVICES

(Sheet 3 of 3)

**STANDARD 701901-10**



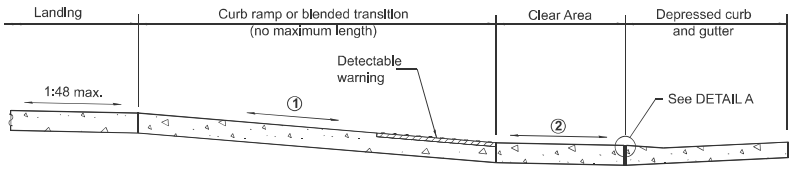

## RAMPS IN LANDSCAPED AREA
## SETBACK ≤ 5'




## RAMPS IN PAVED AREA
## SETBACK ≤ 5'



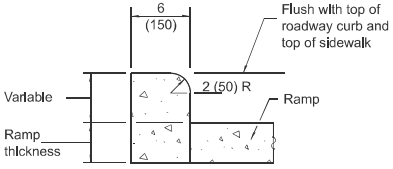

## DETAIL A



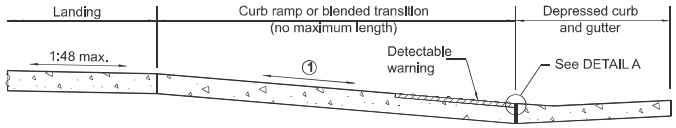

## SECTION A-A

① The running slope of a curb ramp shall be 1:12 max. The running slope of a blended transition shall be 1:20 max.

② Clear Area shall be located outside the travel lane inclusive of any bicycle lanes. The running slope shall be 1:20 max and the cross slope shall be:
- Signalized/Uncontrolled Intersection - 1:20
- Yield/Stop Controlled Intersection - 1:48
- Midblock - grade of the road




## SIDE CURB DETAIL




## SECTION B-B

① The running slope of a curb ramp shall be 1:12 max. The running slope of a blended transition shall be 1:20 max.

See Sheet 2 for GENERAL NOTES.

Illinois Department of Transportation

APPROVED January 1, 2025
ENGINEER OF POLICY AND PROCEDURES

APPROVED January 1, 2025
ENGINEER OF DESIGN AND ENVIRONMENT

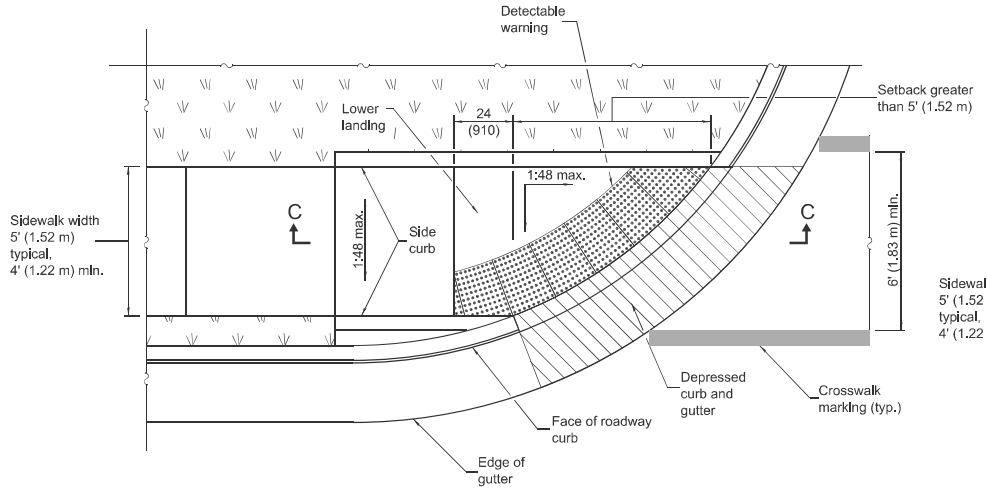
ISSUED 1-1-07

| DATE | REVISIONS |
|---|---|
| 1-1-25 | Indicated "Clear Area" Location and |
| | updated cross-slopes. |
| | |
| 1-1-19 | Removed "15-foot rule", added |
| | "Blended transitions" and placement |
| | tolerances for detectable warnings. |

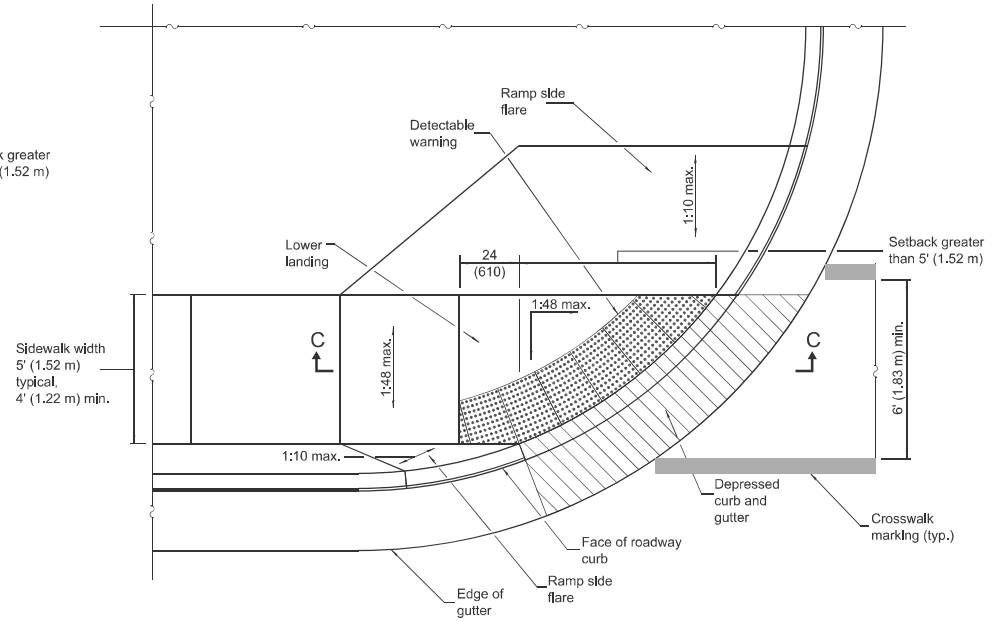
# PERPENDICULAR CURB RAMPS FOR SIDEWALKS

(Sheet 1 of 2)

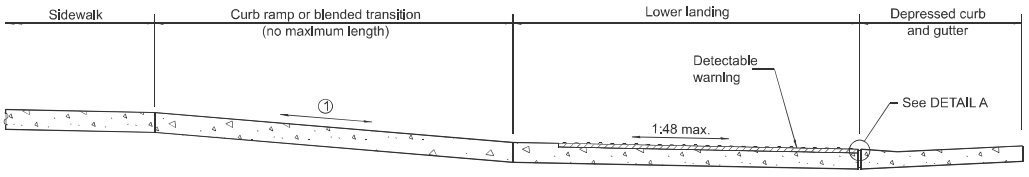
**STANDARD 424001-12**




## RAMP IN LANDSCAPED AREA SETBACK > 5'




## RAMP IN PAVED AREA SETBACK > 5'




## SECTION C-C

① The running slope of a curb ramp shall be 1:12 max. The running slope of a blended transition shall be 1:20 max.

## GENERAL NOTES

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

Where 1:48 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in width is allowed.

Curb Set-Back - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

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

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

Illinois Department of Transportation

APPROVED January 1, 2025
ENGINEER OF POLICY AND PROCEDURES

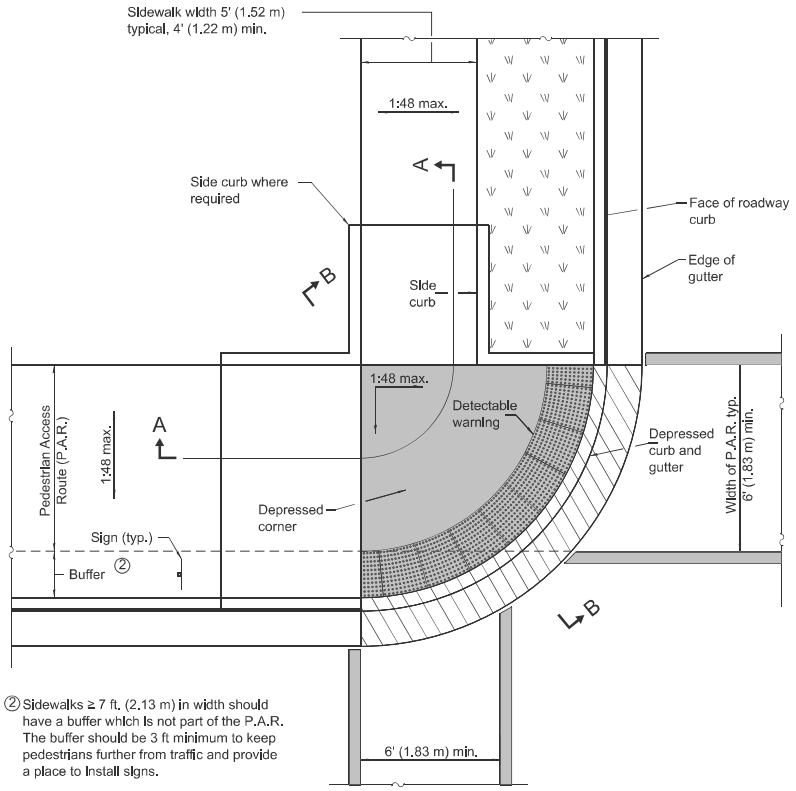
APPROVED January 1, 2025
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-07

# PERPENDICULAR CURB RAMPS FOR SIDEWALKS

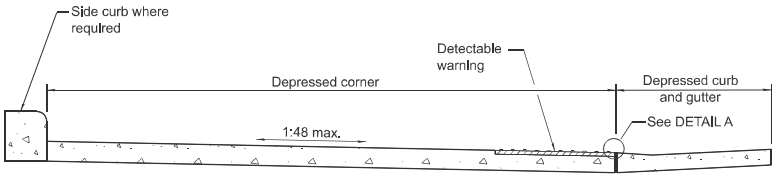
(Sheet 2 of 2)

STANDARD 424001-12

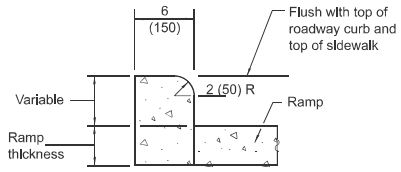



② Sidewalks ≥ 7 ft. (2.13 m) in width should have a buffer which is not part of the P.A.R. The buffer should be 3 ft minimum to keep pedestrians further from traffic and provide a place to install signs.

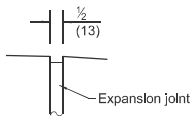
## DEPRESSED CORNER




## SECTION B-B




## SIDE CURB DETAIL




## DETAIL A

## GENERAL NOTES

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

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

Where 1:48 maximum slope is shown, 1:64 is preferred.

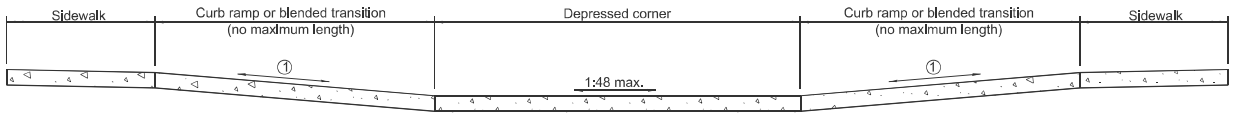
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See Standard 606001 for details of depressed curb adjacent to curb ramp.

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




## SECTION A-A

① The running slope of a curb ramp shall be 1:12 max. The running slope of a blended transition shall be 1:20 max.

Illinois Department of Transportation

APPROVED January 1, 2025
ENGINEER OF POLICY AND PROCEDURES

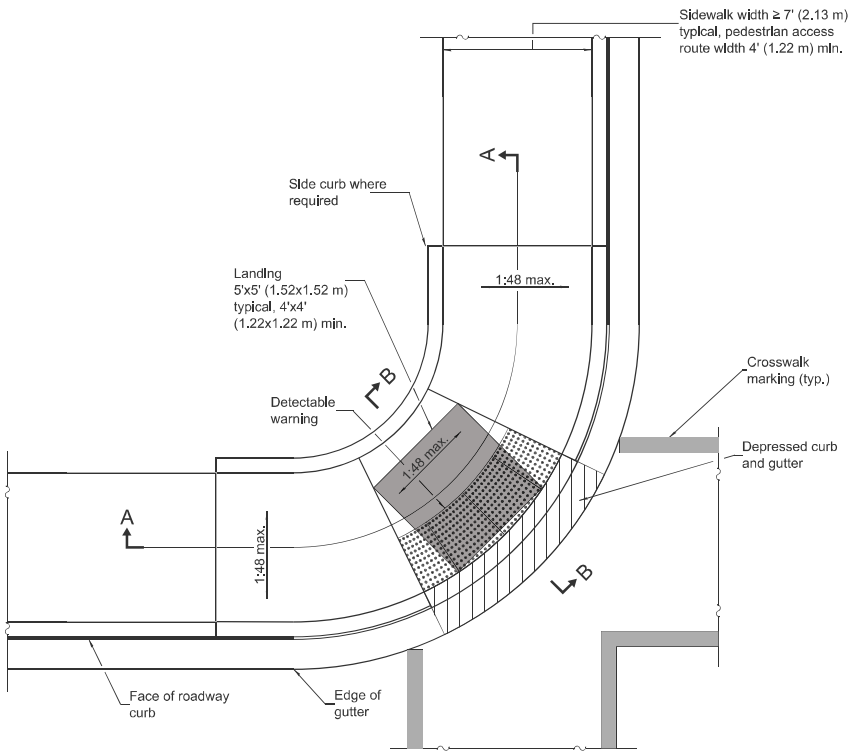
APPROVED January 1, 2025
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-12

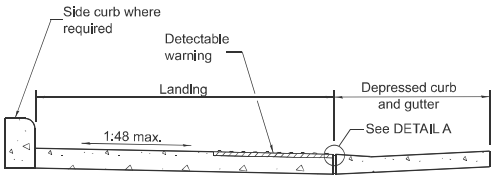
| DATE | REVISIONS |
|---|---|
| 1-1-25 | Remove min running slope from |
| | note 1 and updated cross-slope. |
| | |
| 1-1-21 | Added crosswalk striping and a |
| | "buffer" for wide sidewalks. |
| | |

# DEPRESSED CORNER FOR SIDEWALKS

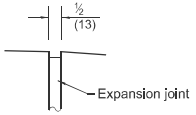
**STANDARD 424021-07**



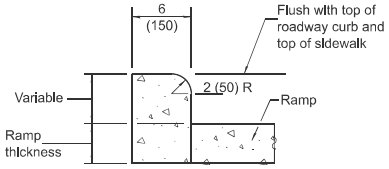

## CORNER PARALLEL CURB RAMP



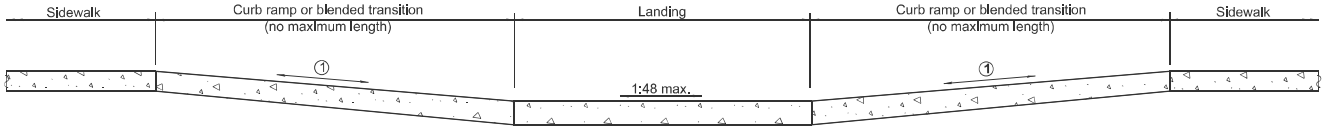

## SECTION B-B




## DETAIL A




## SIDE CURB DETAIL




## SECTION A-A

① The running slope of a curb ramp shall be 1:12 max. The running slope of a blended transition shall be 1:20 max.

## GENERAL NOTES

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

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Illinois Department of Transportation

APPROVED January 1, 2025
ENGINEER OF POLICY AND PROCEDURES

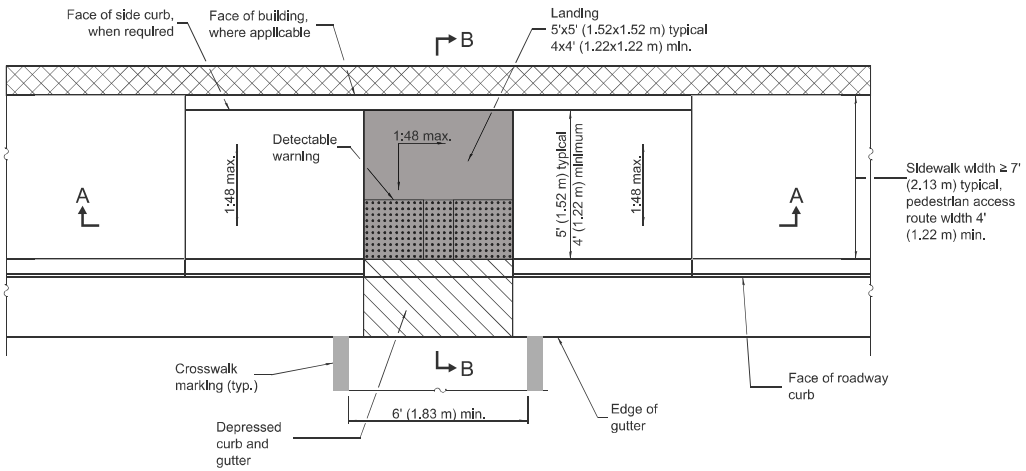
APPROVED January 1, 2025
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-12

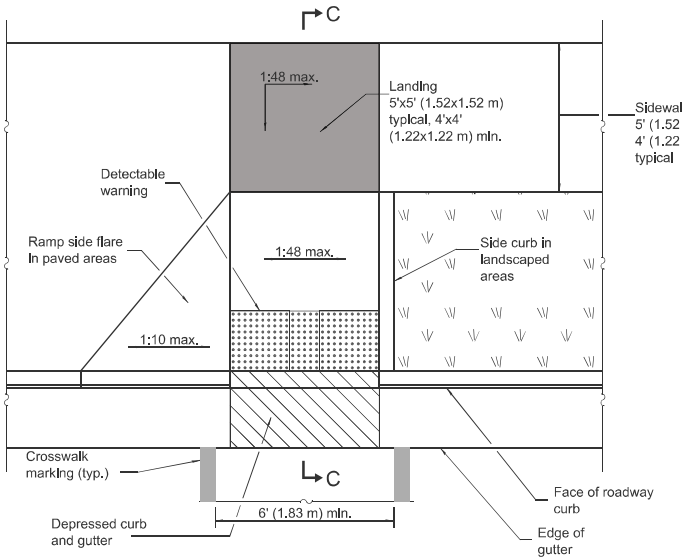
| DATE | REVISIONS |
|---|---|
| 1-1-25 | Revised turning space with landing |
| | and updated cross-slope. |
| | |
| 1-1-19 | Removed upper landing, added |
| | blended transition and detectable |
| | warning tolerances. |

# CORNER PARALLEL CURB RAMPS FOR SIDEWALKS

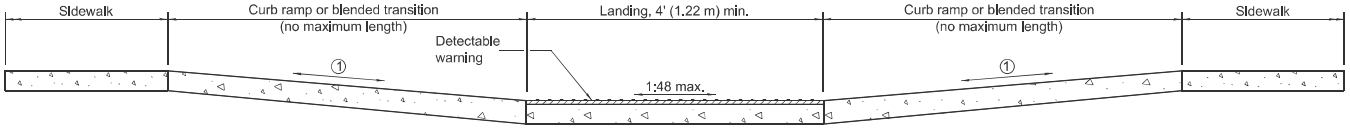
**STANDARD 424011-05**




## PARALLEL MID-BLOCK CURB RAMP

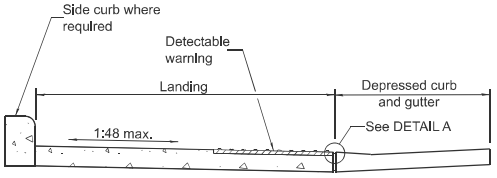



## PERPENDICULAR MID-BLOCK CURB RAMP

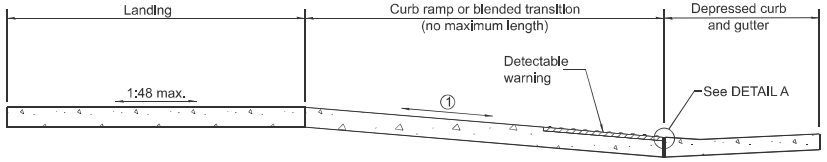



## SECTION A-A

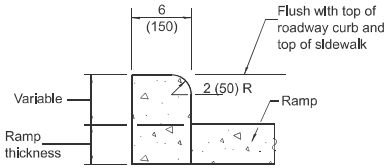
① The running slope of a curb ramp shall be 1:12 max. The running slope of a blended transition shall be 1:20 max.



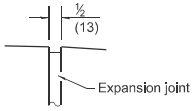

## SECTION B-B




## SECTION C-C




## SIDE CURB DETAIL




## DETAIL A

## GENERAL NOTES

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

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

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Illinois Department of Transportation

APPROVED January 1, 2025
ENGINEER OF POLICY AND PROCEDURES

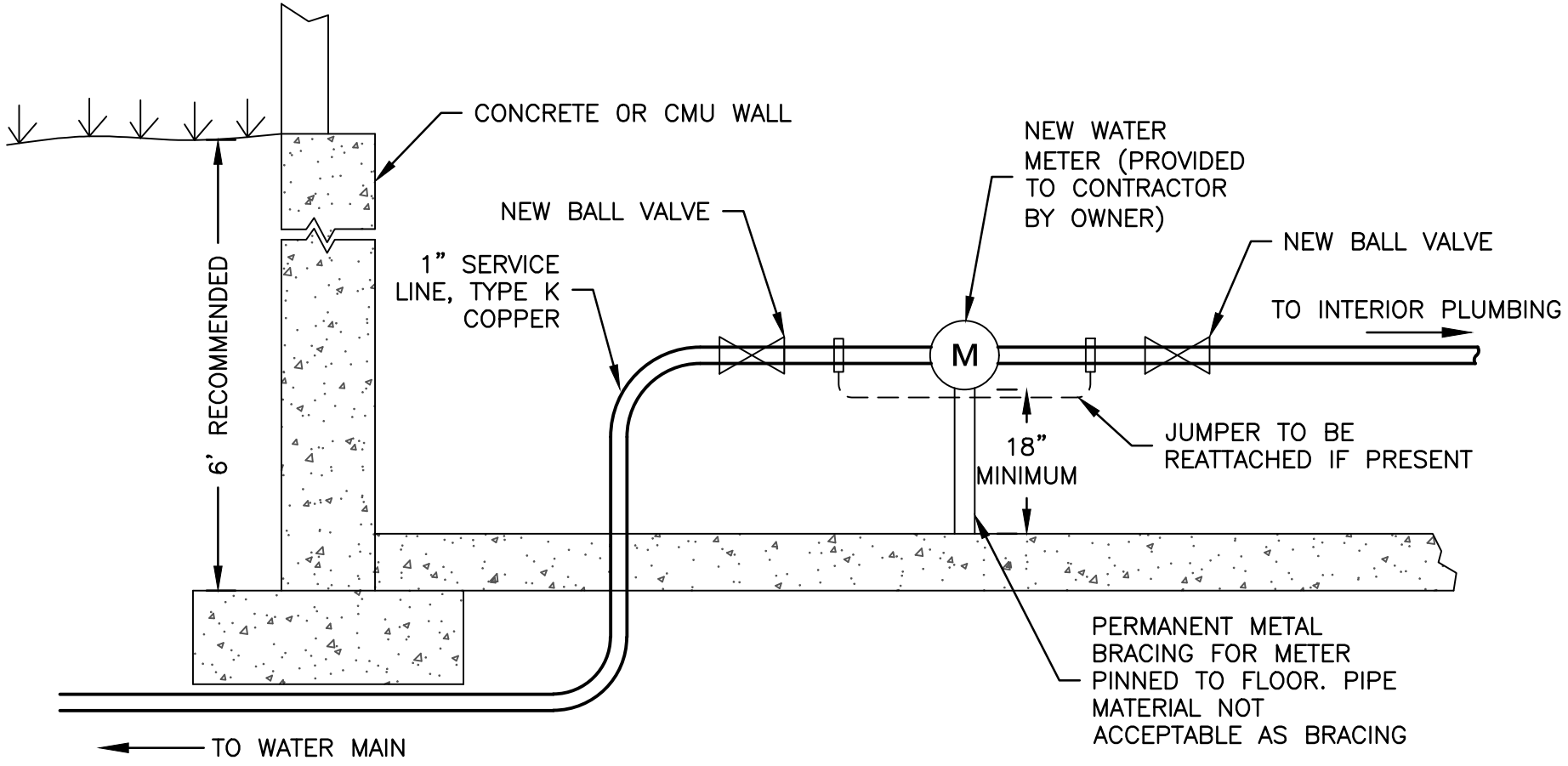
APPROVED January 1, 2025
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-12

| DATE | REVISIONS |
|---|---|
| 1-1-25 | Revised turning space with landing |
| | and updated cross-slope. |
| | |
| 1-1-19 | Removed upper landing, added |
| | blended transitions and detectable |
| | warning tolerances. |

# MID-BLOCK CURB RAMPS FOR SIDEWALKS

**STANDARD 424016-06**




NOTE:

- EXISTING SERVICE LINE TO BE ABANDONED BY CUTTING AND CAPPING LINE BELOW FLOOR OR OUTSIDE OF WALL. ANY WORK REQUIRED TO SEAL FLOOR OR WALL SHALL BE INCIDENTAL.
- ALL GROUND CLAMPS SHALL NOT BE CLAMPED TO METER OR METER COUPLINGS.
- PENETRATION THROUGH FLOOR SHALL BE SEALED WATER TIGHT IF METER PIT NOT PRESENT.
- REMOVAL & REPLACEMENT OF CONCRETE FLOOR FOR ACCESS CONSIDERED INCIDENTAL.
- NO MORE THAN 2 FEET OF SERVICE LINE ALLOWED BETWEEN PENETRATION AND METER.
- ADDITIONAL PIPE SUPPORT SHALL BE INSTALLED IF THERE IS A GAP OF MORE THAN 1-FOOT FROM WALL TO METER.

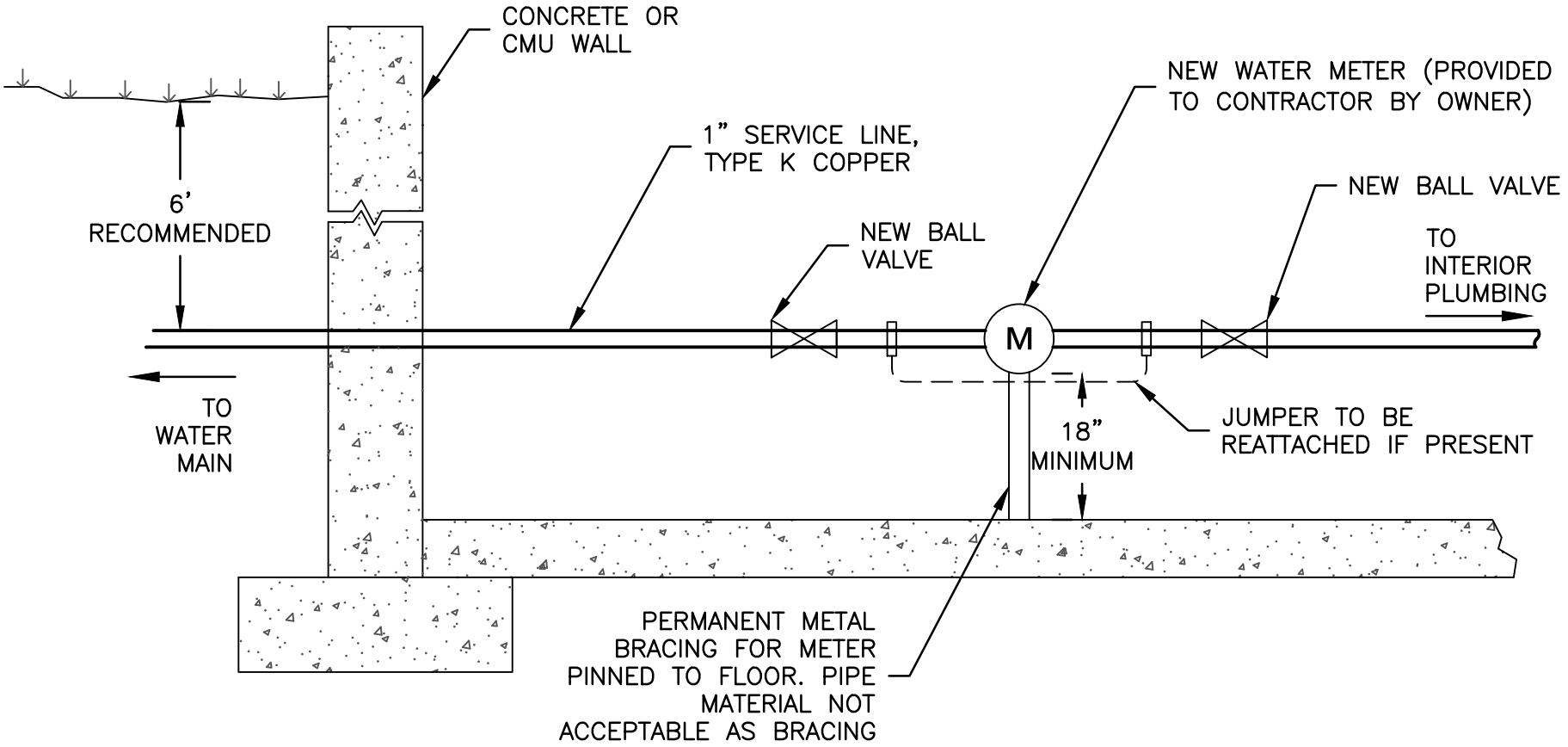
DETAILS
LEAD SERVICE REPLACEMENT
CITY OF ROCKFORD
SHEET 30 OF 31

G:\C3D\22\22-100\PH11\22-100 PH11 Exhibit Details.dwg, Floor Meter

# CITY OF ROCKFORD
# FLOOR PENETRATION WATER METER CONNECTION DETAIL

N.T.S.

11/21/2022




NOTE:

- EXISTING SERVICE LINE TO BE ABANDONED BY CUTTING AND CAPPING LINE BELOW FLOOR OR OUTSIDE OF WALL. ANY WORK REQUIRED TO SEAL FLOOR OR WALL SHALL BE INCIDENTAL.
- ALL GROUND CLAMPS SHALL NOT BE CLAMPED TO METER OR METER COUPLINGS.
- PENETRATION THROUGH FLOOR SHALL BE SEALED WATER TIGHT. NO SPRAY FOAM WILL BE ALLOWED FOR SEALING.
- NO MORE THAN 2 FEET OF SERVICE LINE ALLOWED BETWEEN PENETRATION AND METER.
- ADDITIONAL PIPE SUPPORT SHALL BE INSTALLED IF THERE IS A GAP OF MORE THAN 1-FOOT FROM WALL TO METER.

DETAILS
LEAD SERVICE REPLACEMENT
CITY OF ROCKFORD
SHEET 31 OF 31

# CITY OF ROCKFORD
# WALL PENETRATION WATER METER CONNECTION DETAIL

N.T.S.

11/21/2022

G:\C3D\22\22-100\PH11\22-100 PH11 Exhibit Details.dwg, Wall Meter

# Appendix E

# Project Area Boundary Maps




# Census Metrics #26

## Boundary Map

Census Tract Scoring

- 0 - 255
- 255 - 291
- 291 - 325
- 325 - 345
- 345 - 385

Google Satellite Hybrid

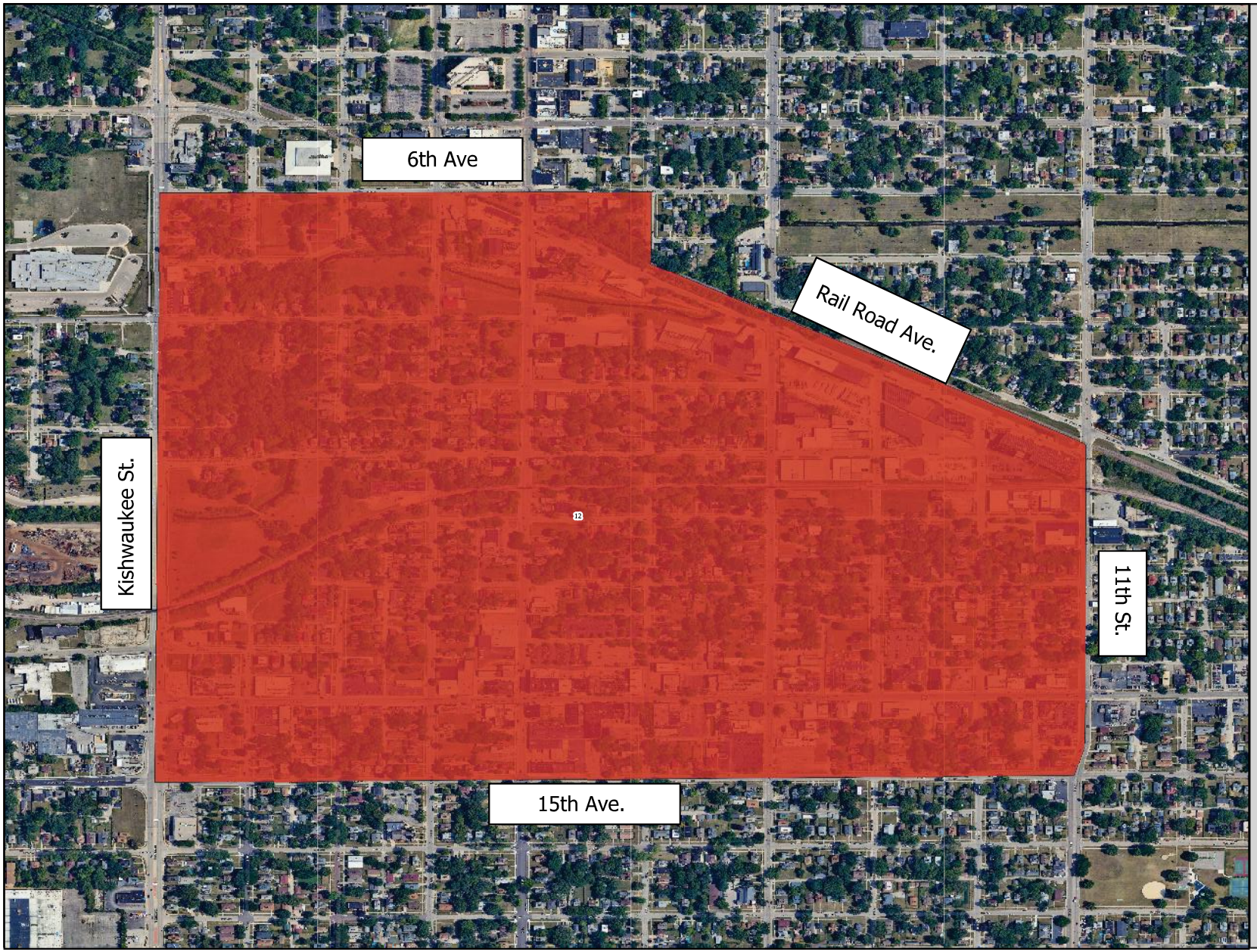
Exhibit Information

**City of Rockford LSLR Comprehensive Plan**
Project No.: 23-100
Date: September 2, 2025
Prepared By: M.Ripalda

N

Reference
Imagery: Esri Topo World
Mapping: Created with QGIS

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL




# Census Metrics #12

## Boundary Map

Census Tract Scoring

- 0 - 255
- 255 - 291
- 291 - 325
- 325 - 345
- 345 - 385

Google Satellite Hybrid

Exhibit Information

**City of Rockford LSLR Comprehensive Plan**
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