

**SPECIFICATIONS FOR  
CITY OF EFFINGHAM  
SANITARY SEWER IMPROVEMENTS  
EFFINGHAM COUNTY, IL**

Prepared by:



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engineering | surveying

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**JUNE 2024**

**Job #21006**

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**INVITATION FOR BIDS**

(Must be modified if applicable State or Local law so requires)

The City of Effingham will receive Bids for Sanitary Sewer Improvements until **10:00 a.m.**, **(Daylight Savings Time) on the 30th day of July, 2024**, at City of Effingham, 201 E Jefferson Street, Effingham, IL 62401 at which time and place all bids will be publicly opened and read aloud.

Bids are invited upon the several items and quantities of work as follows:

- Item 1. Manholes
- Item 2. Sanitary Sewer Manhole Rehabilitation
- Item 3. Clean and Install Cured in Place Pipe (CIPP), 8", 10", 12", 15" and 18"
- Item 4. Reinstate Sewer Laterals
- Item 5. Etc.

Contract Documents, including Drawings and Technical Specifications, are on file at the office of Milano & Grunloh Engineers, LLC at 114 W. Washington Avenue, Effingham, IL 62401.

Copies of the Contract Documents may be obtained by depositing \$ 25.00 with the City of Effingham or Milano & Grunloh Engineers, LLC for each set of documents so obtained.

A certified check or bank draft, payable to the order of City of Effingham, negotiable U.S. Government bonds (at par value) or a satisfactory Bid Bond executed by the Bidder and an acceptable surety in an amount equal to five percent (5%) of the total Bid shall be submitted with each Bid.

**This project is funded in whole or in part with grant funds from the Community Development Block Grant (CDBG) program. Attention is called to the fact that 1) not less than the Federal prevailing wages as set forth in the Contract Documents must be paid on this project; 2) The work to be performed under this contract is subject to the requirements of Section 3, 24 CFR Part 75; and 3) The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.**

Bidders must not be excluded from participating in any federal assistance program [24 CFR 85, Subpart C 85.35; 2 CFR 200.214].

The City of Effingham reserves the right to reject any or all Bids or to waive any informalities in the bidding.

Bids may be held by the City of Effingham for a period not to exceed 30 days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

Date June 21, 2024

City of Effingham

By Mike Schutzbach

Title Mayor

## **INSTRUCTIONS TO BIDDERS**

### **1. USE OF SEPARATE BID FORMS**

These Contract Documents include a complete set of bidding and contract forms which are for the convenience of Bidders and are not to be detached from the Contract Document, filled out, or executed. **Separate copies of Bid Forms are furnished for that purpose.**

### **2. INTERPRETATIONS OF ADDENDA**

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Local Public Agency. Any inquiry received seven or more days prior to the date fixed for opening the Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Local Public Agency and the office of the Engineer at least five days before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

### **3. INSPECTION OF SITE**

Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Local Public Agency will be justified in rejecting any claim based on facts for which he should have been on notice as a result thereof.

### **4. ALTERNATIVE BIDS**

No alternative bids will be considered unless alternative bids are specifically requested by the technical specifications.

### **5. BIDS**

a. All Bids must be submitted on forms supplied by the Local Public Agency and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

b. Bid Documents including the Bid, the Bid Guaranty, the Non-Collusion Affidavit, the Certification of Bidder Regarding Equal Employment Opportunity and the

Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the words "Bid Documents", project number, name of Bidder, and date and time of bid opening in order to guard against premature opening of the Bid.

- c. The Local Public Agency may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.
- d. If the Contract is awarded, it will be awarded by the Local Public Agency to a responsible Bidder on the basis of the lowest Bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.
- e. Each Bidder shall include in his Bid the following information:

**Principals**

Names

Social Security Numbers

Home Addresses (City, State, Zip Code and Telephone Numbers)

**Firm**

Name

Treasury Number

Address

City, State and Zip Code and Telephone Numbers

6. **BID GUARANTY**

a. The Bid must be accompanied by a Bid guaranty which shall not be less than five percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a Bid bond in the form attached. The Bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of City of Effingham. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishings of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.

c. Certified checks or bank drafts, or the amount thereof, Bid bonds, and negotiable U.S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

**7. COLLUSIVE AGREEMENTS**

a. Each Bidder submitting a Bid to the Local Public Agency for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.

b. Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in Section 103 hereof.

**8. STATEMENT OF BIDDER'S QUALIFICATIONS**

Each Bidder shall upon request of the Local Public Agency submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, his experience record in constructing the type of improvements embraced in the contract, his organization and equipment available for the work contemplated, and, when specifically requested by the Local Public Agency, a detailed financial statement. The Local Public Agency shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the Local Public Agency all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Local Public Agency that the Bidder is qualified to carry out properly the terms of the Contract.

**9. UNIT PRICES**

The unit price for each of the several items in the proposal of each Bidder shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price Bid represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than 25 percent (25%), except for work not covered in the Drawings and Technical Specifications as provided for in Section 109 hereof. If lump-sum Bids are deemed advisable due to local conditions, this section must be revised accordingly.

**10. CORRECTIONS**

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

11. **TIME FOR RECEIVING BIDS**

a. Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived. No Bid received thereafter will be considered, except when a Bid arrives by United States mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the Local Public Agency that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.

b. Bidders are cautioned that, while telegraphic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

12. **OPENING OF BIDS**

At the time and place fixed for the opening of Bids, the Local Public Agency will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

13. **WITHDRAWAL OF BIDS**

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

14. **AWARD OF CONTRACT: REJECTION OF BIDS**

a. The Contract will be awarded to the responsible Bidder submitting the lowest Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Local Public Agency, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.

b. The Local Public Agency reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the Improvements embraced in this Contract.

15. **EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BOND**

a. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Local Public Agency an Agreement in the form included in the Contract Documents in such number of copies as the Local Public Agency may require.

b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "a" above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company listed in the latest issue of the U.S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570.

If applicable State laws require separate bonds as security (1) for the faithful performance of the Contract and (2) for the payment of all services, labor, and materials, paragraph "b" above must be revised in accordance with the statutory requirements of the particular State. These bonds shall be signed by a guaranty or surety company listed in the latest of the U.S. Treasury Circular 570 and the total penal sum shall be within the maximum specified for such company in said Circular 570.

c. The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten days after the prescribed forms are presented for signature, or within such extended period as the Local Public Agency may grant, based upon reasons determined sufficient by the Local Public Agency, shall constitute a default, and the Local Public Agency may either award the Contract to the next lowest responsible Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by readvertising, the defaulting Bidder shall have no claim against the Local Public Agency for a refund.

16. **WAGES AND SALARIES**

a. Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates



specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees. See GENERAL CONDITIONS, PART II, Federal Labor Standards.

b. The rates of pay set forth under GENERAL CONDITIONS, PART II, are the minimums to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

17. **EQUAL EMPLOYMENT OPPORTUNITY**

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. (See Section 134 hereof.)

**BID FOR UNIT PRICE CONTRACTS**

Place \_\_\_\_\_  
Date \_\_\_\_\_  
Project No. \_\_\_\_\_

Proposal of \_\_\_\_\_ (hereinafter called "Bidder") a corporation, organized and existing under the laws of the State of \_\_\_\_\_, a partnership, or an individual doing business as \_\_\_\_\_. To the \_\_\_\_\_ (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of Sanitary Sewer Improvements, Effingham County, IL, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written Notice to Proceed of the Owner and to substantially complete the project within 180 consecutive calendar days thereafter and fully complete within 360 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of \$ 1,000.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions, Part I.

Bidder acknowledges receipt of the following addendum:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Insert corporation, partnership or individual as applicable.

## BID FORM

Bidder agrees to perform all the \_\_\_\_\_ work described in the specifications and shown on the plans for the following unit prices:

Item No.	Description	Quantity	Unit	Unit Price	Total
1	MANHOLE, TYPE A, 4' DIAMETER TYPE 1 FRAME, CLOSED LID (SANITARY)	4	EA		
2	SANITARY SEWER MANHOLE REHABILITATION	268	VF		
3	CLEAN, INSPECT AND INSTALL CURED IN PLACE PIPE (CIPP) – 8"	539	LF		
4	CLEAN, INSPECT AND INSTALL CURED IN PLACE PIPE (CIPP) – 10"	523	LF		
5	CLEAN, INSPECT AND INSTALL CURED IN PLACE PIPE (CIPP) – 12"	1279	LF		
6	CLEAN, INSPECT AND INSTALL CURED IN PLACE PIPE (CIPP) – 15"	415	LF		
7	CLEAN, INSPECT AND INSTALL CURED IN PLACE PIPE (CIPP) – 18"	2262	LF		
8	REINSTATE SERVICE LATERAL	79	EA		
9	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	1	LS		
	TOTAL				

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Paragraph 15b of the Instruction to Bidders. The bid security attached in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By: \_\_\_\_\_  
(Title)

(SEAL — if bid is by a corporation)

\_\_\_\_\_  
(Business Address and Zip Code)

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

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**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) days after bid opening. No contract shall be awarded unless such report is submitted.

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**CERTIFICATION BY BIDDER**

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NAME AND ADDRESS OF BIDDER (Include ZIP Code)

- 
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  
 Yes                       No
- 
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 Yes                       No
- 
3. Bidder has filed all compliance reports due under applicable instructions.  
 Yes                       No                       None Required
- 
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
 Yes                       No

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NAME AND TITLE OF SIGNER (Please type)

---

SIGNATURE

DATE

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Replaces Form HUD-1238.CD-1, which is obsolete.

HUD-950.1(11-78)

## CONTRACTOR'S REQUIREMENTS

- The Prime Contractor must submit the "Intent to Comply with Section 3" form with the bid packet. Failure to do so shall result in the bid being incomplete.
- The Prime Contractor must notify all sub-contractors of their responsibilities under Section 3
- The Prime Contractor must provide a permanent workforce breakdown of all current employees and identify those Section 3 workers that were hired within the last five years.
- The Prime Contractor must provide an estimated breakdown of potential hires for the awarded project and timeline of anticipated hiring
- The Prime Contractor must refrain from contracting with sub-contractors as to whom they have received notice or have knowledge that the sub-contractors have been found in violation of the regulations in 24 CFR 75.
- Maintain records that document a good faith effort to utilize Section 3 workers and Target Section 3 workers as trainees and employees and any other qualitative efforts to comply with Section 3. (Requirement applies to both contractors and sub-contractors.)

7

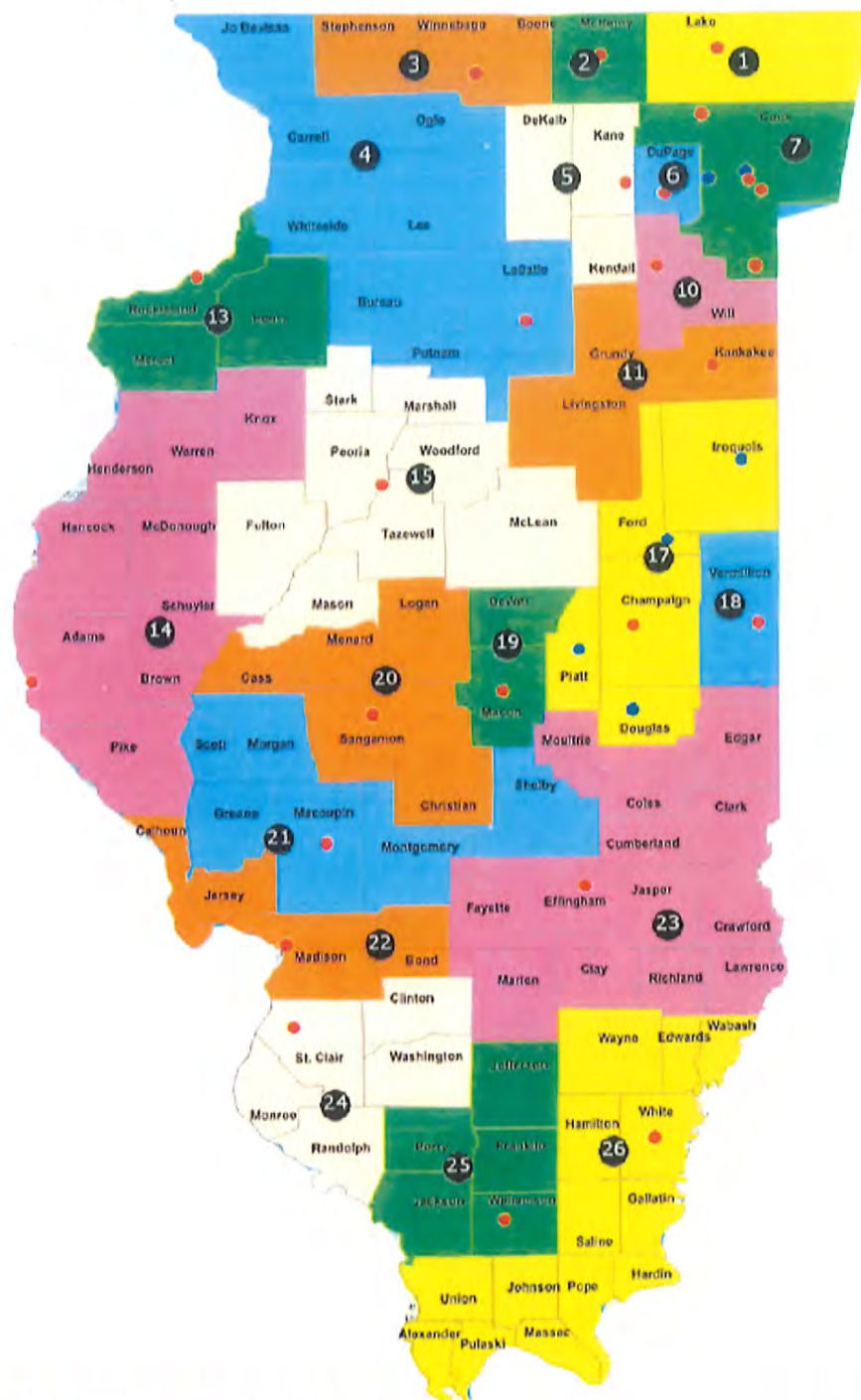
Recordkeeping requirements for recipients are found at 24 CFR § 75.31. The contractor is required to maintain documentation to demonstrate compliance with the regulations and is responsible for requiring their subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers and Targeted Section 3 workers.

Both contractors and subcontractors must document a good faith effort to utilize Section 3 workers and Target Section 3 workers as trainees and employees. A minimum of two (2) outreach efforts must be performed to document a good faith effort. Below are examples of outreach efforts.

**Examples of Outreach Efforts to  
Offer Contracting, Training and Employment Opportunities to  
Section 3 Workers**

1. Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
2. Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to public housing units and common areas of all developments within the project's service area. Consult the CDBG Management Guide to determine the project's service area.
3. Utilizing HUD Opportunity Portal and Section 3 Business Registry to post employment opportunities, or to find Section 3 Businesses and/or Workers in the project's service area
4. Referring Section 3 workers to ILWorkNet job centers or other providers that offer resume building, interview preparation, job search and placement, financial literacy or other job readiness services.
5. Referring Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
6. Conducting job interviews at the housing development or developments where Section 3 workers reside, or at a location within the neighborhood or service area of the Section 3 project.
7. Contacting agencies administering HUD Youthbuild programs and requesting their assistance in recruiting HUD Youthbuild program participants for any training and employment opportunities.
8. Holding one or more job fairs.
9. Providing assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

# Illinois workNet Center Map



- 25 Comprehensive Illinois workNet Center(s)
- 6 Affiliate Illinois workNet Center(s)

Data current as of 6/5/2022  
Map data ©2022 Google



Illinois Regional Workforce Centers

LWIA	Name	Address	City	State	ZIP Code	Phone
1	Job Center of Lake County - Waukegan	1 North Genesee	Waukegan	IL	60085	847-377-3450
2	McHenry County Workforce Center	500 Russel Court	Woodstock	IL	60098	815-338-7100 ext. 2771
3	The Workforce Connection - Rockford	303 North Main Street	Rockford	IL	61101	815-847-7574
4	NCI Works! One Stop Center - Ottawa	1550 First Avenue	Ottawa	IL	61350	815-640-9406
5	workNet Batavia	143 First Street	Batavia	IL	60510	630-762-2120
6	workNet DuPage Career Center	2525 Cabot Dr, Suite 302	Lisle	IL	60532	630-955-2030
7	Near West American Job Center	1700 W. 18th	Chicago	IL	60608	855-994-8300
7	North Suburban Cook County American Job Center	1400 South Wolf Road	Wheeling	IL	60090	847-484-8187
7	South Suburban American Job Center @ Prairie State	202 South Halsted St	Chicago Heights	IL	60411	708-709-7975
7	Mid-South American Job Center	4314 S. Cottage Grove Ave	Chicago	IL	60653	773-538-5627
10	Workforce Center of Will County	2400 Glenwood Avenue	Joliet	IL	60435	815-727-4444
11	Kankakee Workforce Services	450 N. Kinzie	Bradley	IL	60915	815-802-8960
13	American Job Center - Rock Island	500 42nd Street	Rock Island	IL	61201	309-788-7587
14	Quincy Workforce Center	107 N. 3rd	Quincy	IL	62301	217-221-6241
15	Career Link - Peoria	406 Elm Street	Peoria	IL	61605	309-321-0260
17	Illinois workNet Center-Champaign	1307 North Mattis Ave	Champaign	IL	61821	217-531-8282
18	Vermilion County American Job Center	407 North Franklin	Danville	IL	61832	217-442-0296 ext. 101
19	Illinois workNet Center - Decatur	757 West Pershing Road	Decatur	IL	62526	217-875-8751
20	Illinois workNet Center - Springfield	1300 South Ninth Street	Springfield	IL	62703	217-524-5996
21	The Job Center-Carlinville	116 South Plum Street	Carlinville	IL	62626	217-854-9642
22	Southwestern Illinois workNet Center-Wood River	101 East Edwardsville Rd	Wood River	IL	62095	618-296-4301
23	Illinois workNet Center - Effingham	2311 Hoffman Dr.	Effingham	IL	62401	217-342-4382
24	Illinois workNet Center - American Job Center - Belleville	7650 Magna Drive Ste 120	Belleville	IL	62223	618-277-3090
25	Man-Tra-Con Corporation	3117 Civic Circle Blvd	Marion	IL	62959	618-998-0970
26	Illinois workNet Center - SIC-Carmi	1700 College Ave	Carmi	IL	62821	618-252-6020 ext. 1

## INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 75] is HUD's legislative directive for ensuring that economic opportunities resulting from HUD financial assistance, including employment, job training, and contracting are, to the greatest extent feasible, directed to low- and very low-income persons. The regulations seek to ensure that public housing residents and low- and very low- income persons, and the businesses that employ these individuals, are notified about the expenditure of HUD funds in their community and encouraged to seek opportunities, if created.

A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
2. The worker is employed by a Section 3 Business Concern; or
3. The worker is a Youth Build participant.

A Targeted Section 3 Worker is defined as a Section 3 worker who fits one of the following categories:

1. a worker employed by a Section 3 business concern; or
2. a worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
  - a. Living within one mile of the project, or if fewer than 5,000 people live within one mile of the project, within a circle centered on the project that is sufficient to encompass a population of 5,000 people; or
  - b. a Youth Build participant

A Section 3 Business Concern is defined as a business in which:

1. At least 51% owned by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. At least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

**Note:** If your business meets the definition of a Section 3 business, you are encouraged to register as a Section 3 Business through HUD's Business

Registry here: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

Businesses who self-certify that they meet one of the regulatory definitions of a Section 3 Business Concern will be included in a searchable online database. The database can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of covered construction and non-construction contracts to Section 3 Business Concerns.

**Please complete the following:**

1. If awarded a contract for this CDBG funded project, do you anticipate being able to determine employees' hourly wages and addresses?

Yes  No

If yes, please estimate the number of hours to be completed on the project by all workers: \_\_\_\_\_

2. Is your business a Section 3 Business? Yes  No
3. Is the bidder willing to consider hiring Section 3 Workers for future employment opportunities that are a direct result of this CDBG funded project?  
Yes  No
4. Is the bidder willing to consider subcontracting with Section 3 Businesses for this project?  
Yes  No
5. Is the bidder willing to provide information on hours worked by Section 3 Workers and Targeted Section 3 Workers on this project?  
Yes  No

I understand that this contracting opportunity is subject to HUD Section 3 requirements (24 CFR Part 75). I have read and understand the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project. If awarded a contract, the business commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the business agrees to provide reports to (Community) \_\_\_\_\_ on Section 3 efforts and accomplishments.

---

Name of Contractor/Subcontractor

---

Address

---

Printed Name

---

Title

---

Signature

---

Date

**S A M P L E**

**CERTIFICATION OF BIDDER REGARDING SECTION 3  
AND SEGREGATED FACILITIES**

\_\_\_\_\_  
Name of Prime Contractor

\_\_\_\_\_  
Project Name and Number

The undersigned hereby certifies that

- a. Section 3 provisions are included in the Contract
- b. An "Intent to Comply with Section 3" was certified and submitted as part of the bid proceedings.
- c. No segregated facilities will be maintained, as required by Title IV of the Civil Rights Act of 1964.

Signer  
Name

\_\_\_\_\_

Title

\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR  
NUMBER

PROJECT

---

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

---

**SUBCONTRACTOR'S CERTIFICATION**

---

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

- 
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  
 Yes             No
- 
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 Yes             No
- 
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.  
 Yes             No
- 
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
 Yes             No

---

NAME AND TITLE OF SIGNER (Please type)

---

SIGNATURE

DATE

---

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**CONTRACTOR'S CERTIFICATION CONCERNING  
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

TO (Appropriate Recipient): \_\_\_\_\_ Date \_\_\_\_\_  
c/o \_\_\_\_\_ Project Number (if any) \_\_\_\_\_  
\_\_\_\_\_ Project Name \_\_\_\_\_

1. The undersigned, having executed a contract with \_\_\_\_\_ for the construction of the above-identified project, acknowledges that:

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

2. He certifies that: \_\_\_\_\_

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

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

4. He certifies that: \_\_\_\_\_

a. The legal name and the business address of the undersigned are: \_\_\_\_\_

- b. The undersigned is:
- A SINGLE PROPRIETORSHIP     A CORPORATION ORGANIZED IN THE STATE OF \_\_\_\_\_
  - A PARTNERSHIP                       OTHER ORGANIZATION

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

NAME	TITLE	ADDRESS

\_\_\_\_\_  
\_\_\_\_\_

HUD-1421(6-75)

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

NAME	ADDRESS	NATURE OF INTEREST

e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

\_\_\_\_\_  
(Contractor)

Date \_\_\_\_\_ By \_\_\_\_\_

**WARNING**

U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**SUBCONTRACTOR'S CERTIFICATION  
CONCERNING LABOR STANDARDS & PREVAILING WAGE REQUIREMENTS**

TO (APPROPRIATE RECIPIENT)

DATE

C/O

PROJECT NUMBER (IF ANY)

PROJECT NAME

1. The undersigned, having executed a contract with

(CONTRACTOR or SUBCONTRACTOR)

for

(NATURE OF WORK)

in the amount of \$ \_\_\_\_\_ in the construction of the above-identified project,  
certifies that:

- a. The Labor Standards Provisions of The Contract For Construction are included in the aforesaid contract.
  - b. Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
  - c. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.
2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any Lower tier subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the Lower tier subcontractor, in duplicate.

The workmen will report for duty on or about \_\_\_\_\_(Date)

3. He certifies that:

a. The Legal name and the business address of the undersigned are:

b. The undersigned is:

A SINGLE PROPRIETORSHIP

A CORPORATION ORGANIZED IN THE

STATE OF \_\_\_\_\_

A PARTNERSHIP

OTHER ORGANIZATION (DESCRIBED):

c. THE NAME, TITLE AND ADDRESS OF THE OWNER, PARTNERS OR OFFICERS OF THE UNDERSIGNED ARE:



NAME	TITLE	ADDRESS

d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (If none, so state):

NAME	ADDRESS	NATURE OF INTEREST

e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

Subcontractor: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature)

**WARNING**

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

**PROPOSED SUBCONTRACTS BREAKDOWN - TABLE A**

FOR THE PERIOD COVERING \_\_\_\_\_, \_\_\_\_\_ through \_\_\_\_\_, \_\_\_\_\_  
 (Duration of the CDBG-Assisted Project)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
TYPE OF CONTRACT (BUSINESS OR PROFESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NO. OF CONTRACTS	ESTIMATED DOLLAR AMOUNT TO PROJECT

\*The Project Area is coextensive with the City/Village/County of \_\_\_\_\_'s boundaries.

\_\_\_\_\_  
 Company

\_\_\_\_\_  
 Project Name

\_\_\_\_\_  
 Project Number

\_\_\_\_\_  
 EEO Officer (Signature)

\_\_\_\_\_  
 Date

**ESTIMATED PROJECT WORKFORCE BREAKDOWN - TABLE B**

<b>COLUMN 1</b>	<b>COLUMN 2</b>	<b>COLUMN 3</b>	<b>COLUMN 4</b>	<b>COLUMN 5</b>
JOB CATEGORY	TOTAL EST. POSITIONS	NO. POSITIONS BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY	NO. POSITIONS TO BE FILLED WITH L.I.P.A.R. *
OFFICERS/SUPE				
PROFESSIONAL				
TECHNICIANS				
HOUSING SALES/RENTAL/MANAGEMENT				
OFFICE				
SERVICE				
OTHERS				
<b>TRADE:</b>				
JOURNEYMAN				
HELPERS				
APPRENTICES				
MAXIMUM NO.				
OTHERS				
<b>TRADE:</b>				
JOURNEYMAN				
HELPERS				
APPRENTICES				
MAXIMUM NO.				
OTHERS				
<b>TRADE:</b>				
JOURNEYMAN				
HELPERS				
APPRENTICES				
MAXIMUM NO.				
OTHERS				
<b>TOTALS:</b>				

\*Lower Income Project Area residents.

Individuals residing within the City of \_\_\_\_\_ whose family income does not exceed 80% of the median income in the SMSA.

\_\_\_\_\_  
COMPANY

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_)

County of \_\_\_\_\_) ss.

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the *(Local Public Agency)* or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

\_\_\_\_\_  
\_\_\_\_\_

(Name & Title)

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Notary Public)

My commission expires \_\_\_\_\_.

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we the undersigned, \_\_\_\_\_ as PRINCIPAL, AND \_\_\_\_\_, as SURETY are held and firmly bound unto \_\_\_\_\_ hereinafter called the Local Public Agency in the penal sum of \_\_\_\_\_ Dollars, (\$\_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that Whereas the Principal has submitted the Accompanying Bid, dated \_\_\_\_\_, \_\_\_\_\_, for \_\_\_\_\_.

**NOW, THEREFORE**, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the amount for which the Local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

**IN WITNESS WHEREOF**, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

1. Forms of Bid Bonds prepared to meet the requirements of local or State laws or the needs of the Local Public Agency should be substituted for this form where necessary.

\_\_\_\_\_ (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_

By: \_\_\_\_\_

Attest:

\_\_\_\_\_

Attest:

\_\_\_\_\_

By: \_\_\_\_\_ Affix  
Corporate Seal

By: \_\_\_\_\_ Affix  
Corporate Seal

Countersigned by \_\_\_\_\_

2. Attorney-in-Fact, State of \_\_\_\_\_

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_,  
\_\_\_\_\_, Secretary of the Corporation named as Principal in the within  
bond; that \_\_\_\_\_, who signed the said bond on behalf of the Principal  
was then \_\_\_\_\_ of said corporation; that I know his  
signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and  
attested to for and in behalf of said corporation by authority of this governing body.

\_\_\_\_\_  
Title \_\_\_\_\_ Corporate Seal

2. Power-of-attorney for person signing for surety company must be attached to bond.

## STATEMENT OF BIDDER'S QUALIFICATIONS

(To be submitted by the Bidder only upon the specific request of the Local Public Agency.)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he or she desires.

1. Name of the Bidder.
2. Permanent main office address.
3. When were you organized?
4. If a corporation, in what state were you incorporated?
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Please schedule these, showing amount of each contract and the appropriate anticipated dates of completion).
7. Describe the general character of work performed by your company.
8. Have you ever failed to complete any work awarded to you?
9. Have you ever defaulted on a contract?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year the project was completed.
11. List your major equipment that will be made available for this contract.
12. State your experience in construction work similar in importance to this project.
13. List the background and experience of the principal members of your organization, including the officers.
14. Indicate the present amount of credit available to you: \$\_\_\_\_\_.
15. Please provide a bank credit reference: \_\_\_\_\_.
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the \_\_\_\_\_?
17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the \_\_\_\_\_ in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
(Name of Bidder)

By \_\_\_\_\_

Title \_\_\_\_\_

State of \_\_\_\_\_ )  
  ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn deposes and says that he is \_\_\_\_\_ of \_\_\_\_\_ and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My Commission expires \_\_\_\_\_.



## CONTRACT

**THIS AGREEMENT** made this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (a corporation organized and existing under the laws of the State of Illinois) (a partnership consisting of \_\_\_\_\_) (an individual trading as \_\_\_\_\_) [Note 1] hereinafter called the "Contractor", and City of Effingham hereinafter called the "Local Public Agency."

**WITNESSETH**, that the Contractor and the Local Public Agency for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work.** The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, Sanitary Sewer Improvements [Note 2] and required supplemental work for the City of Effingham project, all in strict accordance with the contract documents including all addenda thereto, numbered \_\_, dated \_\_\_\_\_, all as prepared by \_\_\_\_\_ acting and in these contract documents preparation, referred to as the "Engineer".

### Special Notes:

Note 1. Strike out the two terms not applicable.

Note 2. Identify the principal items of Contract such as grading, paving, water mains, sewer lines, treatment facilities, etc.

**ARTICLE 2. The Contract Price.** The Local Public Agency will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the *unit prices* stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in Section 109 hereof.

**ARTICLE 3. The Contract.** The executed contract documents shall consist of the following components:

- |                            |   |
|----------------------------|---|
| a. This Agreement          | f. General Conditions, Parts I and II               |
| b. Addenda                 | g. Special Conditions                               |
| c. Invitation for Bids     | h. Technical Specifications                         |
| d. Instructions to Bidders | i. Drawings (as listed in the Schedule of Drawings) |
| e. Signed Copy of Bid      |   |

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed in \_\_\_\_ [Note 3] original copies on the day and year first above written.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*(The Contractor)*

By \_\_\_\_\_ [Note 4]

Title \_\_\_\_\_

\_\_\_\_\_  
CITY OF EFFINGHAM  
*(Local Public Agency)*

By \_\_\_\_\_

Title \_\_\_\_\_

**Special Notes:**

Note 3. The number of copies to be executed by the parties must be stated in the agreement in the space provided. Such additional signed copies shall be prepared as may be required by the surety companies and others. All copies, including conformed copies, shall be compared and checked before distribution.

Note 4. Supply a description of the Contractor (e.g., proprietorship, partnership, corporation).

## CORPORATE CERTIFICATIONS

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_ who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate  
Seal

\_\_\_\_\_  
(Corporate Secretary)

## PERFORMANCE AND PAYMENT BOND (OR BONDS)

Following the Form of Agreement, insert the approved form of the statutory *surety bond or bonds* to insure the performance of the Contract and payment of labor and materials. In addition to the corporation signatures of the surety company(ies) on the bond(s), each bond should be *countersigned* by the surety company's attorney-in-fact, authorized to act within the state in which the project is situated.

**CERTIFICATE OF OWNER'S ATTORNEY**

I, the undersigned, \_\_\_\_\_, the duly authorized and acting legal representative of \_\_\_\_\_ do hereby certify as follows:

I have examined the attached Contract(s) and Performance and Payment Bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

\_\_\_\_\_

Date: \_\_\_\_\_

Note: Delete phrase "Performance and Payment Bonds" when not applicable.

## GENERAL SPECIFICATIONS

### GENERAL CONDITIONS

#### PART I

#### 101. DEFINITIONS

Whenever used in any of the Contract documents, the following meanings shall be given to the terms herein defined:

- a. The term "*Contract*" means the Contract executed by the Local Public Agency and the Contractor, of which these GENERAL CONDITIONS, PARTS I AND II form a part.
- b. The term "*Local Public Agency*" means the Grantee or in this instance, the City of Effingham which is authorized to undertake this Contract.
- c. The term "*Contractor*" means the person, firm or corporation entering into the Contract with the Local Public Agency to construct and install the Improvements embraced in this Contract.
- d. The term "*Project Area*" means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- e. The term "*Engineer*" means Milano & Grunloh Engineers, LLC., Engineer in charge, serving the Local Public Agency with architectural or engineering services, his successor, or any other person or persons, employed by said Local Public Agency for the purpose of directing or having in charge the work embraced in this Contract, the said Engineer acting directly or having in charge the work embraced in this Contract, the said Engineer having general charge of the work or through any assistant having immediate charge of a portion thereof limited by the particular duties entrusted to him.
- f. The term "*Local Government*" means the town, village, city, county(ies) or other political subdivision of the State of Illinois within which the Project Area is situated.
- g. The term "*Contract Documents*" means and shall include the following: Executed Contract, Addenda (*if any*), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Parts I and II, Special Conditions, Technical Specifications, and Drawings (*as listed in the Schedule of Drawings*).
- h. The term "*Subcontractor*" means an individual, firm, or corporation having a contractual responsibility with the general contractor or with any other subcontractor for the performance of a part of the work at the site.
- i. The term "*Drawings*" means the drawings listed in the Schedule of Drawings.
- j. The term "*Technical Specifications*" means that part of the Contract Documents which describes, outlines and stipulates: the quality of the materials to be

furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.

- k. The terms "*Addendum* " or "*Addenda* " mean any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Local Public Agency to prospective Bidders prior to the time of receiving Bids.
- l. The term "*Secretary* " means the Secretary of Housing and Urban Development, or other person who may be at the time acting in the capacity or authorized to perform the functions of such secretary, or the authorized representative thereof.
- m. The term "*Department*" means the Illinois Department of Commerce and Economic Opportunity.

## **102. SUPERINTENDENCE BY CONTRACTOR**

- a. Except where the Contractor is an individual and gives his personal superintendence to the work, the contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.
- b. The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

## **103. SUBCONTRACTS**

- a. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has submitted a Non-Collusion Affidavit from the subcontractor in substantially the form shown on the following page and has received written approval of such subcontractor from the Local Public Agency.
- b. No proposed subcontractor shall be disapproved by the Local Public Agency except for cause.
- c. The Contractor shall be as fully responsible to the Local Public Agency for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

**NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

State of \_\_\_\_\_)

County of \_\_\_\_\_) ss.

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He is \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as the "subcontractor";
2. He is fully informed respecting the preparation and contents of the subcontractor's Proposal submitted by the subcontractor to \_\_\_\_\_, the Contractor for certain work in connection with the \_\_\_\_\_ Contract pertaining to the Project in \_\_\_\_\_ (City or County and State);
3. Such subcontractor's Proposal is genuine and is not a collusive or sham proposal;
4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, with any other Bidder, firm or person to fix the price or prices in said subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Effingham (*Local Public Agency*) or any person interested in the proposed Contract; and
5. The price or prices quoted in the subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Notary Public)

My commission expires: \_\_\_\_\_.

- d. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract.
- e. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Local Public Agency.
- f. The Contractor shall not award work to Subcontractor(s) in excess of 50 percent of the contract price without prior written approval of the Local Public Agency.

**104. OTHER CONTRACTS**

The Local Public Agency may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Local Public Agency. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

**105. FITTING AND COORDINATION OF WORK**

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

**106. MUTUAL RESPONSIBILITY OF CONTRACTORS**

If, through acts or neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work the Contractor shall settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Local Public Agency on account of any damage alleged to have been so sustained, the Local Public Agency will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgment or claims against the Local Public Agency shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

**107. PROGRESS SCHEDULE**

- a. The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month.



- b. If a lump sum Contract Price is deemed advisable, the following paragraph should be added here:

COST BREAKDOWN - The Contractor shall submit to the Local Public Agency a breakdown of his estimated cost of all Site Preparation work, so arranged and itemized as to meet the approval of the Local Public Agency. The breakdown shall be submitted promptly after execution of the agreement and before any payment is made to the Contractor for the work performed under the Contract. After approval by the Local Public Agency the unit prices established in the breakdown shall be used in estimating the amount of partial payments to be made to the Contractor.

## **108. PAYMENTS TO CONTRACTOR**

### **1. Partial Payments**

- a. The Contractor shall prepare the requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.

Payment shall be made to the Contractor within 45 days of the Local Public Agency's (at the engineer's recommendation) approval of a partial pay request.

- b. Monthly or partial payments made by the Local Public Agency to the Contractor are moneys advanced for the purpose of assisting the Contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Local Public Agency. Such payments shall not constitute a waiver of the right of the Local Public Agency to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Local Public Agency in all details.

- c. If a lump sum contract price is deemed advisable, revise: the third sentence in paragraph (a.) under "*Partial Payments*" to read as follows:

The total value of work completed to date shall be based upon the estimated quantities of work completed to date on each item and the unit prices established in the COST BREAKDOWN and adjusted in accordance with the value of work completed to date on approved change orders.

## 2. Final Payment

- a. After final inspection and acceptance by the Local Public Agency of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.

Final payment to the Contractor shall be made subject to his furnishing the Local Public Agency with a release in satisfactory form of all claims against the Local Public Agency arising under and by virtue of his Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under Section 113 hereof. Final payment is also contingent upon the Local Public Agency's receipt of a complete set of "*as built*" drawings approved by the project engineer based upon information provided by the contractor.

- b. If a *lump sum* Contract Price is deemed advisable, the following paragraph should be added here:

The amount of the final payment due the contractor shall be the lump sum shown in the Agreement or this sum as adjusted by approved change orders.

- c. The Local Public Agency, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Local Public Agency deems the same necessary in order to protect its interest. The Local Public Agency, however, may if it deems such action advisable make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

- d. Withholding of any amount due the Local Public Agency under Section 303, entitled Liquidated Damages, under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.

### **3. Withholding Payments**

- a. The Local Public Agency may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Local Public Agency and if it so elects may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Local Public Agency and will not require the Local Public Agency to determine or adjust any claims or disputes between the Contractor and his subcontractors or Material Dealers, or to withhold any moneys for their protection unless the Local Public Agency elects to do so. The failure or refusal of the Local Public Agency to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

### **4. Payments Subject to Submission of Certificates**

Each payment to the Contractor by the Local Public Agency shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors by Section 215 hereof.

## **109. CHANGES IN THE WORK**

- a. The Local Public Agency may make changes in the scope of work required to be performed by the Contractor under the Contract or making the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.
- b. Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the Improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Local Public Agency authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

- c. If applicable unit prices are contained in the Agreement (established as a result of either a unit price bid or a Supplemental Schedule of Unit Prices) the Local Public Agency may order the Contractor to proceed with desired unit prices specified in the Contract, provided that in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than 25 percent (25%) in accordance with the Section entitled Unit Prices, under Instructions to Bidders.
- d. If applicable unit prices are not contained in the Agreement or if the total net change increases or decreases the total Contract Price more than 25 percent (25%), the Local Public Agency shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:
  - 1. If the proposal is acceptable the Local Public Agency will prepare the change order in accordance therewith for acceptance by the Contractor and
  - 2. If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Local Public Agency may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials and insurance plus 15 percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.
- e. Each change order shall include in its final form:
  - 1. A detailed description of the change in the work.
  - 2. The Contractor's proposal (if any) or a confirmed copy thereof.
  - 3. A definite statement as to the resulting change in the Contract Price and/or time.
  - 4. The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
- f. The procedures as outlined in this section for a unit price contract also apply in the case of a lump sum contract.

## 110. CLAIMS FOR EXTRA COST

- a. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Local Public Agency, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- b. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- c. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Local Public Agency and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Local Public Agency.
- d. If, on the basis of the available evidence, the Local Public Agency determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Section 109 thereof.

## 111. TERMINATION, DELAYS AND LIQUIDATED DAMAGES

- a. *Right of the Local Public Agency to Terminate Contract.* In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his subcontractors, the Local Public Agency may serve written notice upon the Contractor and the surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Local Public Agency shall immediately serve notice thereof upon the surety and the Contractor and the surety shall have the right to take over and perform the Contract; provided, however, that if the surety does not commence performance thereof within ten (10) days from the date of the mailing to such surety of notice of termination, the Local Public Agency may take over the work and prosecute the same to completion by Contract or by force account for the account and at the expense of the Contractor and the Contractor and his surety shall be liable to the Local Public Agency for any excess cost occasioned the Local Public Agency thereby, and in such event the Local Public Agency may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

- b. *Liquidated Damages for Delays.* If the work is not completed within the time stipulated in Section 302 hereof, including any extension of time for excusable delays as herein provided, then the Contractor will pay to the Local Public Agency the amount for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default. The Contractor and his sureties shall be liable to the Local Public Agency for the amount thereof.
- c. *Excusable Delays.* The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:
  - 1. To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;
  - 2. To any acts of the Local Public Agency;
  - 3. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Local Public Agency, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
  - 4. To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2), and (3) of this paragraph "c".

Provided, however, that the Contractor promptly notifies the Local Public Agency within ten (10) days in writing of the cause of the delay. Upon receipt of such notification the Local Public Agency shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the Local Public Agency shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

## **112. ASSIGNMENT OR NOVATION**

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Local Public Agency; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Local Public Agency. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

## **113. DISPUTES**

- a. All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS under GENERAL CONDITIONS, PART II whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Local Public Agency for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim, but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Local Public Agency of notice thereof.
- b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Local Policy Agency will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.
- c. If the Contractor does not agree with any decision of the Local Public Agency, he shall in no case allow the dispute to delay the work but shall notify the Local Public Agency promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

#### **114. TECHNICAL SPECIFICATIONS AND DRAWINGS**

Anything mentioned in the Technical Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Technical Specifications shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Local Public Agency, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

#### **115. SHOP DRAWINGS**

- a. All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in   1   copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor for extension of the contract time shall be granted by reason of his failure in this respect.
- b. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop

practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time; otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

- c. If a shop drawing is in accord with the Contract or involves only a minor adjustment in the interest of the Local Public Agency not involving a change in contract price or time, the Engineer may approve the drawing. The approval shall be general, shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing, and shall contain in substance the following:

*"The modification shown on the attached drawing is approved in the interest of the Local Public Agency to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or time; that it is subject generally to all Contract stipulation and covenants; and that it is without prejudice to any and all rights of the Local Public Agency under the Contract and surety bond or bonds."*

#### **116. REQUESTS FOR SUPPLEMENTARY INFORMATION**

It shall be the responsibility of the Contractor to make timely requests of the Local Public Agency for any additional information not already in his possession which should be furnished by the Local Public Agency under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

#### **117. MATERIALS AND WORKMANSHIP**

- a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as equal to any particular standard, the Engineer shall decide the question of equality.
- b. The Contractor shall furnish to the Local Public Agency for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information



concerning all other materials or articles which he proposes to incorporate in the work. (See Section 118 thereof.)

- c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- d. Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications, shall have full force and effect as though printed therein.
- e. The Local Public Agency may require the Contractor to dismiss from the work such employee or employees as the Local Public Agency or the Engineer may deem incompetent, or careless, or insubordinate.

#### **118. SAMPLES, CERTIFICATES AND TESTS**

- a. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc. as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except after acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.
- b. Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with the contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
  - c. Approval of any materials shall be general only and shall not constitute a waiver of the Local Public Agency's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

- d. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
  - 1. The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
  - 2. The Contractor shall assume all costs of retesting materials which fail to meet contract requirements;
  - 3. The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
  - 4. The Local Public Agency will pay all other expenses.

#### **119. PERMITS AND CODES**

- a. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances and codes, including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Local Public Agency. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances or codes, the Local Public Agency will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the Local Public Agency, or a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

- b. The Contractor shall, at his own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- c. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

#### **120. CARE OF WORK.**

- a. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Local Public Agency.
- b. The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.
- c. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Local Public Agency, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Local Public Agency. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Local Public Agency as provided in Section 109 hereof.
- d. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- e. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Local Public Agency from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Local Public Agency may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

## **121. ACCIDENT PREVENTION**

- a. No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- b. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency may determine to be reasonably necessary. Machinery, equipment and all hazards

shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable laws.

- c. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.
- d. The Contractor shall indemnify and save harmless the Local Public Agency from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

#### **122. SANITARY FACILITIES**

The Contractor shall furnish, install and maintain ample sanitary facilities for the workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

#### **123. USE OF PREMISES**

- a. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Local Public Agency, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.
- b. The Contractor shall comply with all reasonable instructions of the Local Public Agency and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

#### **124. REMOVAL OF DEBRIS, CLEANING, ETC.**

The Contractor shall periodically, or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights-of-way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights-of-way in a neat and clean condition. Trash burning on the site of the work will be subject to prior approval of the Local Public Agency and existing State and local regulations.

#### **125. INSPECTION**

- a. All materials and workmanship shall be subject to inspection, examination, or test by the Local Public Agency and the Engineer at any and all times during

manufacture or construction and at any and all places where such manufacture or construction is carried on. The Local Public Agency shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefore. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Local Public Agency may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Local Public Agency.

- b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section 118 hereof.) All tests by the Local Public Agency will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.
- c. The Contractor shall notify the Local Public Agency sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Local Public Agency, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the Local Public Agency.
- d. Should it be considered necessary or advisable by the Local Public Agency at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.
- e. Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- f. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Local Public Agency or its agents, shall relieve the Contractor or his

sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

**126. REVIEW BY LOCAL PUBLIC AGENCY**

The Local Public Agency, its authorized representatives and agents and the Representative for the Secretary, and representatives of the department shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Local Public Agency through its authorized representatives or agents.

**127. FINAL INSPECTION**

When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Local Public Agency in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Local Public Agency having charge of inspection. If the Local Public Agency determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party will also include the representatives of each department of the Local Government having in charge improvements of like character when such Improvements are later to be accepted by the Local Government.

**128. DEDUCTION FOR UNCORRECTED WORK**

If the Local Public Agency deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Local Public Agency and subject to settlement, in case of dispute, as herein provided.

**129. INSURANCE**

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Local Public Agency, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained and approved.

- a. *Compensation Insurance:* The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract

is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

- b. *Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:* The Contractor shall procure and shall maintain during the life of this Contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Special Conditions.
- c. *Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:* The Contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Special Conditions specified in subparagraph (b) hereof.
- d. *Scope of Insurance and Special Hazards:* The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this Contract as enumerated in the Special Conditions.
- e. *Builder's Risk Insurance (Fire and Extended Coverage):* Until the project is completed and accepted by the Local Public Agency, the Contractor is required to maintain Builder's Risk Insurance (*fire and extended coverage*) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Local Public Agency, the Contractor, and subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (*fire and extended coverage*) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from his obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and his surety shall be obligated to full performance of the Contractor's undertaking.
- f. *Proof of Carriage of Insurance:* The Contractor shall furnish the Local Public Agency with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "*The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Local Public Agency.*"

### 130. PATENTS

The Contractor shall hold and save the Local Public Agency, its officers, and employees, harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance

manufactured or used in the performance of the Contract, specifically stipulated in the Technical Specifications.

**131. WARRANTY OF TITLE**

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Local Public Agency free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Local Public Agency. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

**132. GENERAL GUARANTY**

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Local Public Agency or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from the date of final acceptance of the work. (Indicate in the preceding blank the number of calendar months over which the guaranty will extend. This period of time should be determined in line with the character of the improvements and local practice in this respect.)

The Local Public Agency will give notice of defective materials and work with reasonable promptness.

**133. COMPLIANCE WITH AIR AND WATER ACTS**

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, the Contractor agrees that:

1. Any facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
2. He will comply with all requirements of Section 114 of the Clean Air Act as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution



Control Act, as amended, (33 U.S.C. 1251) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations & guidelines issued thereunder.

3. He will promptly notify the owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.
4. He will include or cause to be included the provisions of paragraphs (1) through (4) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

#### **134. EQUAL EMPLOYMENT OPPORTUNITY**

1. If the contract amount is \$10,000 or less, the following conditions shall apply:

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

- a. The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (*Applicable to contracts/subcontracts exceeding \$10,000.*)
    - a. 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.

- b. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area.

Timetables each trade	Goals for Minority participation for each trade	Goals for female participation in
	<i>Insert goal as found in Appendix 3-6-B</i> 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 Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. 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.
- d. 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)*.
3. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246), definitions:
- a. As used in these specifications:
- i. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

- ii. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- iii. "Federal Employer Identification Number" (FEIN) means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- iv. "Minority" includes:

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

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

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

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).

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

- e. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- g. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its efforts 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:
  - i. 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.
  - ii. 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.
  - iii. 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.

- iv. 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.
- v. 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 3b above.
- vi. 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.
- vii. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- viii. Disseminate the Contractor's EEO policy externally by including it in any advertising in the 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.
- ix. 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.

- x. 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.
  - xi. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - xii. 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.
  - xiii. 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.
  - xiv. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - xv. 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.
  - xvi. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (3a 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 3a 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 work

force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the contractor's non-compliance.

- i. 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*).
- j. 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.
- k. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- l. 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.
- m. 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 3 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.
- n. 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 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.

- o. 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*).

**135. SECTION 504 OF THE REHABILITATION ACT OF 1973 (If \$2,500 or Over)**

Affirmative Action for Workers With Disabilities

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees with disabilities and applicants for employment, and the rights of applicants and employees.
4. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment individuals with disabilities.
5. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

**136. SECTION 402 VETERANS OF THE VIETNAM ERA (If \$10,000 or Over)**



## Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

1. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (4) and (5).

3. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance or referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.
4. The reports required by paragraph (2) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of non-disabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies

of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.

5. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this Contract clause.
6. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
7. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
8. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
9. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.
10. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.
11. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulation, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

#### **137. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to

discrimination under any program or activity funded in whole or in part with funds made available under this title.

**138. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**

Any contract or subcontract awarded by a recipient or contractor shall include the following clause (referred to as a Section 3 clause):

- b. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended.
- c. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- d. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- e. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- f. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

- g. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

#### **139. NONSEGREGATED FACILITIES**

The 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 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 Contractor covenants 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. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Contractor agrees that prior to award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that he will retain such certifications in his files.

#### **140. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS**

1. No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contractor to any benefit to arise from same: Provided, that the foregoing provision of this section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
2. No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contractor will include the provisions of paragraphs (1) and (2) in every Subcontract so that such provisions will be binding upon each Subcontractor

#### **141. AMERICANS WITH DISABILITIES ACT**

Title II of the Americans with Disabilities Act specifically requires that all newly constructed or altered streets, roads, highways, and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered

street level pedestrian walkways must have curb ramps at intersections. Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways [28 CFR 35.151(e)].

## GENERAL SPECIFICATIONS

### GENERAL CONDITIONS

#### PART II

*(Federal Labor Standards Provisions)*

200. SEE ATTACHMENT - 2 CFR Ch. II (1-1-14 Edition) Pt. 200, App. II

#### 201. APPLICABILITY

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

#### 202. WAGE RATES AND FRINGE BENEFITS FOR LABORERS AND MECHANICS

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency or Public Body for the cashing of the same without cost or expense to the employee. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. 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 classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must 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.

**203. UNDERPAYMENTS OF WAGES OR SALARIES**

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency or Public Body in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

**204. ANTICIPATED COSTS OF FRINGE BENEFITS**

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of 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. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Local Public Agency or Public Body with the first payroll filed by the Contractor subsequent to receipt of the findings.

**205. OVERTIME COMPENSATION REQUIRED BY CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (76 State. 357-360: Title 40 U.S.C., Sections 327-332)**

- 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, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week, as the case may be.
- b. *Violation: Liability for Unpaid Wages Liquidated Damages.* In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition such Contractor and subcontractor shall be liable

to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph (a), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a).

- c. *Withholding for Liquidated Damages.* The Local Public Agency or Public Body shall withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).
- d. *Subcontracts.* The Contractor shall insert in any subcontracts the clauses set forth in paragraphs (a), (b), and (c) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

## **206. 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 and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his 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 Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in paragraph 2, below, or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeymen hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.
- b. *Trainees.* Except as provided in 29 CFR 5.15 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, Manpower Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training 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.

**207. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED**

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

**208. REGULATIONS PURSUANT TO SO-CALLED COPELAND ANTI-KICKBACK ACT**

The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the Copeland Anti-Kickback Act (Title 40 U.S.C., Section 276c), and any amendment or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractor thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerance, and exemptions from the requirements thereof.

**209. EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN AFORESAID WAGE DETERMINATION DECISION**

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the Local Public Agency or Public Body, and a report of the action taken shall be submitted by the Local Public Agency or Public Body, through the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Local Public Agency or

Public Body shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

**210. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES**

The Local Public Agency or Public Body shall require, 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 wage rate and the Contractor is obligated to pay cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the fringe benefit expressed as an hourly cash equivalent cannot be determined, the Local Public Agency shall refer its recommendation through HUD to DOL for determination.

**211. POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS**

The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labor with respect to the various classification of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.

**212. COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES**

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

**213. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES**

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Local Public Agency or Public Body for referral by the latter through the Secretary of Housing and Urban Development to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

**214. QUESTIONS CONCERNING FEDERAL STATUTES AND REGULATIONS**

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the aforesaid Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said

Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

**215. PAYROLLS AND BASIC PAYROLL RECORDS OF CONTRACTOR AND SUBCONTRACTORS**

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with the instructions to be furnished by the Local Public Agency or Public Body. The Contractor shall submit weekly to the Local Public Agency or Public Body two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of 3 years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1(b) (2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5(a) (iv) of Title 29, Code of Federal Regulations, 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 or subcontractor 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 costs incurred in providing such benefits. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the Local Public Agency or Public Body, and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

**216. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES**

The transporting of materials and supplies to or from the site of the Project or Program to which this Contract pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Program to which this Contract pertains by persons employed by the Contractor or by any subcontractor shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor Standards Provisions are applicable.

**217. INELIGIBLE SUBCONTRACTORS**

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Local Public Agency's or Public Body's prior written approval of the subcontractor. The Local Public Agency or

Public Body will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor or the Secretary of Housing and Urban Development, to receive an award of such subcontract.

**218. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS**

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with these Federal Labor Standards Provisions and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

**219. BREACH OF FOREGOING FEDERAL LABOR STANDARDS PROVISIONS**

In addition to the causes for termination of this Contract as herein elsewhere set forth, the Local Public Agency or Public Body reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

## GENERAL SPECIFICATIONS

### SPECIAL CONDITIONS

#### 301. PROJECT SITE

(The "Special Conditions" provide a flexible Division of the Contract Documents in which to place provisions which contain elements that vary from one project to another, and which cover situations peculiar to the Project involved. The conditions outlined may require modification to fit the local situation or it may be necessary to include additional provisions to amplify the Contract requirements.)

The Project Area consists of the area within the property limits bounded in general by City of Effingham, IL all as shown on the City of Effingham Sanitary Sewer Improvements Effingham County, IL designated as Drawing(s) No.(s) 1-12.

#### 302. TIME FOR COMPLETION

- a. The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Local Public Agency in the Notice to Proceed to the Contractor and shall be substantially completed within 180 consecutive calendar days and fully completed within 360 consecutive calendar days thereafter.

#### 303. LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this contract are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the Local Public Agency the sum of One Thousand and 00/100 Dollars (\$ 1,000.00 ) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated for completion, or as modified in accordance with Section 109 hereof, until such work is satisfactorily completed and accepted.

(The minimum amount of the liquidated damages per calendar day should be sufficient to reimburse the Local Public Agency for all salaries for inspectors, the HUD Site Representative, and overhead expense due to the Contractor having failed to complete the Improvements embraced in this Contract within the time stipulated for completion.)

#### 304. SPECIAL HAZARDS

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards:

*(Please List)*

**305. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE**

As required under Section 129 of the General Conditions the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$ 1,000,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$ 1,000,000.00 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$ 1,000,000.00.

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage insurance of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractors in his own policy.

**306. BUILDER'S RISK INSURANCE**

As provided in the General Conditions, Section 129 (e), the Contractor will/~~will not~~ maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Local Public Agency, the Contractor, and all subcontractors, as their interests may appear.

**307. RESPONSIBILITIES OF CONTRACTOR**

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all Improvements embraced in this Contract complete in every respect within the specified time.

**308. COMMUNICATIONS**

- a. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- b. Any notice to or demand upon the Contractor shall be sufficiently stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Local Public Agency), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- c. All papers required to be delivered to the Local Public Agency shall, unless otherwise specified in writing to the Contractor, be delivered to the City of Effingham at 201 E. Jefferson Avenue, Effingham, IL 62401, and any notice to or demand upon the Local Public Agency shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Local Public Agency at such address, or to such other

representatives of the Local Public Agency or to such other address as the Local Public Agency may subsequently specify in writing to the Contractor for such purposes.

- d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or (in the case of telegrams) at the time of actual receipt, as the case may be.
- e. This section does not apply to decisions given pursuant to Section 113(b) of this Contract.

### **309. JOB OFFICES**

- a. The Contractor shall furnish and maintain, during construction of the Improvements embraced in this Contract, adequate facilities on the Project Area or adjacent thereto for the use of the Local Public Agency and its Engineers, as follows:

*(Please Describe the Facilities)*

- b. The Contractor and his subcontractors may maintain such office and storage facilities on the Site as are necessary for the proper conduct of the work to be performed on the Site. The Local Public Agency shall be consulted with regard to locations.
- c. Upon completion of the Improvements, or as directed by the Local Public Agency, the Contractor shall remove all such temporary structures and facilities from the Site, same to become his property, and leave the Site of the work in the condition required by the Contract.
- d. Consideration should be given to the deletion of paragraph "a" if the time set for completion of the Improvements is less than sixty (60) days. It may also be deleted if a job office has been otherwise provided or usable space is available in existing buildings.
- e. If a job office is required, specify in detail the facilities and services required, such as adequate office space, light, heat, hot and cold water, toilet facilities, janitor service, local telephone, closets, plan racks, etc.

### **310. PARTIAL USE OF SITE IMPROVEMENTS**

The Local Public Agency, at its election, may give notice to the Contractor and place in use those sections of the Improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided;

- a. The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.

- b. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- c. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship.
- d. The period of guarantee stipulated in the Section 132 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

**311. WORK BY OTHERS**

(It may be that local ordinances or regulations require connections, or disconnections, from utilities or sewers to be made by designated departments or companies. These facts should be obtained and inserted in this Section. The costs, if any, to the Contractor should be stated in paragraph "b". Delete such items not applicable.)

The following work will be done by others:

a. *At no expense to the Contractor.*

- 1. On Site:
  - a. ....
  - b. ....
  - etc.

- 2. Off Site:
  - a. ....
  - b. ....

b. *At the expense of the Contractor.*

- 1. On Site:
  - a. ....
  - b. ....
  - etc.

**312. CONTRACT DOCUMENTS AND DRAWINGS**

The Local Public Agency will furnish the Contractor without charge 4  
*(Insert number to be supplied without cost to the Contractor which should be determined by the magnitude of the Contract and probable number of subcontracts)* copies of the Contract Documents, including Technical Specifications and Drawings. Additional



copies requested by the Contractor will be furnished at cost.

**GENERAL SPECIFICATIONS**

**SCHEDULE OF DRAWINGS**

<u>Drawing No.</u>	<u>Date</u>	<u>Title</u>
--------------------	-------------	--------------

*(List all Working Drawings)*

Maps

Engineering

Architectural

Structural

Electrical

All Drawings (*and technical specifications*) for the Improvements embraced in the Contract which will be taken over and maintained by the Local Government for public use should be:

1. prepared in accordance with local standards and ordinances; and
2. approved in the designated head of the proper department of the Local Government, before being included in the Contract Documents.

**TECHNICAL SPECIFICATIONS**

The Engineer must prepare and attach to these Contract Documents, detailed Technical Specifications covering all items of work involved in the construction of the Improvements as planned. All Technical Specifications for utilities and other underground construction must contain appropriate Sections covering the recording of all necessary data and measurements required for the preparation of the "As-Built" Drawings as specified.

**NOTICE OF AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description: Sanitary Sewer Improvements including Manhole lining, Sanitary Sewer CIPP Relining, and other miscellaneous items.

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 our BID has been accepted for items in the amount of \$ \_\_\_\_\_.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, payment BOND and certificates of insurance within ten (10) calendar days from the date of the Notice to you.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Owner  
By: Mike Schutzbach  
Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: \_\_\_\_\_  
This the \_\_\_\_\_ day of \_\_\_\_\_,  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
Project: City of Effingham Sanitary Sewer  
Improvements  
\_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 2024, on or before \_\_\_\_\_, 2024, and you are to substantially complete the WORK within 180 consecutive calendar days thereafter and fully complete the work within 360 consecutive calendar days thereafter. The date of substantial completion of WORK is therefore \_\_\_\_\_ and the date of final completion of all WORK is therefore \_\_\_\_\_.

\_\_\_\_\_  
Owner  
By: Mike Schutzbach  
Title: Mayor

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED  
is hereby acknowledged by \_\_\_\_\_

\_\_\_\_\_,  
this the \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**CHANGE ORDER**

Change Order No. \_\_\_\_\_  
Date: \_\_\_\_\_  
Agreement Date: \_\_\_\_\_

NAME OF PROJECT: \_\_\_\_\_  
\_\_\_\_\_

OWNER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE:     \$ \_\_\_\_\_

Original CONTRACT PRICE:     \$ \_\_\_\_\_

Current CONTRACT PRICE Adjusted by previous CHANGE ORDER: \$ \_\_\_\_\_

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by:  
\$ \_\_\_\_\_

The new CONTRACT PRICE including this CHANGE ORDER will be: \$ \_\_\_\_\_

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by \_\_\_\_\_ calendar days.

The date for completion of all work will be \_\_\_\_\_ (Date).

Approvals Required:

To be effective this order must be approved by the signatories below.

Requested by: \_\_\_\_\_

Recommended by: \_\_\_\_\_

Ordered by: \_\_\_\_\_

Accepted by: \_\_\_\_\_



### Contractor's Application for Payment No.

To (Owner):	Application Period	Application Date:
Project:	From (Contractor):	Via (Engineer):
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

#### Application For Payment Change Order Summary

Approved Change Orders Number	Additions	Deductions	
<b>TOTALS</b>			
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. 10% X \_\_\_\_\_ Work Completed..... \$ \_\_\_\_\_
  - b. 10% X \_\_\_\_\_ Stored Material..... \$ \_\_\_\_\_
  - c. Total Retainage (Line 5a + Line 5b)..... \$ \_\_\_\_\_
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.

Payment of: \$ _____ <small>(Line 8 or other - attach explanation of the other amount)</small>	is recommended by: _____ <small>(Engineer)</small> (Date) _____
Payment of: \$ _____ <small>(Line 8 or other - attach explanation of the other amount)</small>	is approved by: _____ <small>(Owner)</small> (Date) _____
Approved by: _____ <small>Funding or Financing Entity (if applicable)</small>	(Date) _____







# Stored Material Summary

# Contractor's Application

For (Contract):	Application Number:											
Application Period:	Application Date:											
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	D Stored Previously Date Placed into Storage (Month/Year)		E Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)		F Incorporated in Work Date (Month/Year)		G Materials Remaining in Storage (\$ (D + E - F))
					Amount (\$)					Amount (\$)		
				<b>Totals</b>								

## CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project:	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: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

**APPENDIX 3-6-B**  
**MINORITY WORKFORCE GOALS**

<u>COUNTY</u>	<u>GOAL PERCENT</u>	<u>COUNTY</u>	<u>GOAL PERCENT</u>
ADAMS	3.1	LEE	4.6
ALEXANDER	11.4	LIVINGSTON	18.4
BOND	11.4	LOGAN	4.0
BOONE	6.3	MACON	7.6
BROWN	3.1	MACOUPIN	11.4
BUREAU	18.4	MADISON	14.7
CALHOUN	11.4	MARION	11.4
CARROLL	3.4	MARSHALL	3.3
CASS	4.0	MASON	3.3
CHAMPAIGN	7.8	MASSAC	5.2
CHRISTIAN	4.0	MCDONOUGH	3.3
CLARK	2.5	MCHENRY	19.6
CLINTON	14.7	MCLEAN	2.5
COLES	4.8	MENARD	4.5
COOK	19.6	MERCER	3.4
CRAWFORD	2.5	MONROE	14.7
CUMBERBLAND	4.8	MONTGOMERY	11.4
DEKALB	18.4	EFFINGHAM	4.0
DEWITT	4.0	OGLE	4.6
DOUGLAS	4.8	PEORIA	4.4
DUPAGE	19.6	PERRY	11.4
EDGAR	4.8	PIATT	4.8
EDWARDS	3.5	PIKE	3.1
EFFINGHAM	11.4	POPE	5.2
FAYETTE	11.4	PULASKI	11.4
FORD	4.8	PUTNAM	18.4
FRANKLIN	4.8	RANDOLPH	11.4
FULTON	3.3	RICHLAND	11.4
GALLATIN	3.5	ROCK ISLAND	4.6
GREENE	11.4	SALINE	3.5
GRUNDY	18.4	SANGAMON	4.5
HAMILTON	3.5	SCHUYLER	3.3
HANCOCK	3.4	SCOTT	4.0
HARDIN	5.2	SHELBY	4.0
HENDERSON	3.4	STARK	3.3
HENRY	4.6	STEPHENSON	4.6
IROQUOIS	18.4	ST. CLAIR	14.7
JACKSON	11.4	TAZEWELL	4.4
JASPER	11.4	UNION	11.4
JEFFERSON	11.4	VERMILLION	4.8
JERSEY	11.4	WABASH	3.5
JODA VIESS	0.5	WARREN	3.3
JOHNSON	11.4	WASHINGTON	11.4
KANE	19.6	WAYNE	11.4
KANKAKEE	9.4	WHITE	3.5
KENDALL	18.4	WHITESIDE	3.4
KNOX	3.3	WILL	19.6
LASALLE	18.4	WILLIAMSON	11.4
LAWRENCE	3.5	WINNEBAGO	6.3
LAKE	19.6	WOODFORD	4.4

Female workforce goals (all counties): 6.9 percent

SOURCE: Federal Register/Vol.45 No.194/Friday, October 3, 1990, Notices Pages 65987-65988

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENT: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called PRINCIPAL, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

hereinafter called SURETY, are held and firmly bound unto

\_\_\_\_\_  
(Name of Owner)

hereinafter called OWNER in the total aggregate penal sum  
of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiaries hereunder.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_  
Number  
counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal  
\_\_\_\_\_  
(Principal) Secretary

(SEAL)

By \_\_\_\_\_ (s)  
\_\_\_\_\_  
\_\_\_\_\_  
(Witness to Principal) (Address)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
Witness to Surety BY \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Address) (Address)  
\_\_\_\_\_  
\_\_\_\_\_  
(Address) (Address)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.  
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

**PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_ (Name of Contractor)

\_\_\_\_\_ (Address of Contractor)

a \_\_\_\_\_ hereinafter called PRINCIPAL and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_ (Name of Surety)

hereinafter called SURETY, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_ (Name of Owner)

\_\_\_\_\_ (Address of Owner)

hereinafter called OWNER and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL, or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDE, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy that amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the Contract, or the Loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_  
Number  
counterparts, each of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Principal

(SEAL)

By \_\_\_\_\_(s)  
\_\_\_\_\_  
(Address)

Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
Witness as to Surety

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership,  
all partners should execute BOND.  
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's  
most current list (Circular 570 as amended) and be authorized to transact business in the State  
where the Project is located.



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**A. APPLICABILITY**

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

**1. Minimum wages and fringe benefits**

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

**ii. Frequently recurring classifications**

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

**iii. Conformance**

A. The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

C. If the contractor and the laborers and mechanics to be employed in the classification (4010(10)2023) their

representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action 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. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, 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.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must 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.

**iv. Fringe benefits not expressed as an hourly rate**

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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**v. Unfunded plans**

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, in accordance with the criteria set forth in 29 CFR 5.28, 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. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages

**Withholding**

**i. Withholding requirements**

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

**ii. Priority to withheld funds**

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

### 3. Records and certified payrolls

#### i. Basic record requirements

- A. **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. **Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.
- D. **Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

#### ii. Certified payroll requirements

- A. **Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system
- B. **Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).
- C. **Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent

who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
  2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
  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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- D. Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
- E. Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- F. Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- G. Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

#### **iv Required disclosures and access**

- A. Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- B. Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
- C. Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the

Department of Labor for purposes of an investigation or other compliance action.

#### 4. Apprentices and equal employment opportunity

##### i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must 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, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

**ii Equal employment opportunity** The use of apprentices and journeyworkers under this part must 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 must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

**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.

Form HUD-4010, (10/2023)

## 10. Certification of eligibility.

- i. By entering into this contract, the contractor certifies that neither it 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 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

**11 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

## B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, 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 must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons 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 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 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 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**
  - i. **Withholding process** The U.S. Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, 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 that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
  - ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

Form HUD-4010, (10/2023)  
ref. Handbook 1344.1

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - B. A contracting agency for its procurement costs;
  - C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
  - D. A contractor's assignee(s);
  - E. A contractor's successor(s); or
  - F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.
- 5 **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
  - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
  - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
  - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. **CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. **Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. **Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

#### F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds \$100,000.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health

standards promulgated by the Secretary of Labor by regulation.

2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



## PREVAILING WAGE RATES

"General Decision Number: IL20240016 05/31/2024

Superseded General Decision Number: IL20230016

State: Illinois

Construction Types: Heavy and Highway

Counties: Alexander, Clay, Crawford, Edwards, Effingham, Fayette, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jasper, Jefferson, Johnson, Lawrence, Marion, Massac, Perry, Pope, Pulaski, Randolph, Richland, Saline, Union, Wabash, Wayne, White and Williamson Counties in Illinois.

CRAWFORD, EFFINGHAM & JASPER COUNTIES:

HEAVY CONSTRUCTION PROJECTS (including Sewer & Water Line Construction & Drainage Projects) & HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects, and railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction, other major bridges).

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).

<p>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:</p>	<p>. Executive Order 14026 generally applies to the contract.                  . The contractor must pay all covered workers at least \$17.20 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 2024.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>. Executive Order 13658 generally applies to the contract.                  . The contractor must pay all covered workers at least \$12.90 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 2024.</p>

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	01/05/2024
1	01/12/2024
2	02/02/2024
3	03/15/2024
4	05/17/2024
5	05/24/2024
6	05/31/2024

CARP0243-007 05/15/2020

CRAWFORD, EFFINGHAM, and JASPER COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 33.54	27.97
PILEDRIVERMAN.....	\$ 33.54	27.97
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CARP0634-002 05/01/2021

CLAY, EDWARDS, FAYETTE, LAWRENCE, MARION, RICHLAND, and WABASH COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 39.02	18.90
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CARP0636-001 05/01/2021		

HAMILTON, JEFFERSON, WAYNE, and WHITE COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 39.02	18.90
DIVERS (receive 1 1/2 times carpenter rate plus fringes and \$25 per day for equipment)		
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CARP0640-005 05/01/2021		

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

	Rates	Fringes
CARPENTER.....	\$ 38.52	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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CARP0662-001 05/01/2021		

RANDOLPH COUNTY

	Rates	Fringes
CARPENTER.....	\$ 41.36	18.90
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ELEC0016-002 07/01/2023		

WABASH COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 41.04	19.76
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ELEC0051-004 01/01/2024		

FAYETTE COUNTY (North of Avena, Bear Grove, Sefton, and Sharon TWPS)

	Rates	Fringes
Line Construction		
Groundman/Equipment Operator (All crawler type equipment larger than D-4, 15 ton crane or larger)....	\$ 52.63	32.5%+7.25
Groundman/Truck Driver.....	\$ 39.92	32.5%+7.25
Lineman and Substation Technician.....	\$ 58.58	32.5%+7.25
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ELEC0146-004 06/01/2022		

EFFINGHAM (Banner, Bishop, Douglas, Liberty, Lucas, Moccasin, St. Francis, Summit, & Teulopolis TWPS), AND FAYETTE (Hurricane, S. Hurricane, Ramsey, Bowling Green, Carson, & Loudon TWPS) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 41.00	20.68
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ELEC0309-004 09/04/2023		

RANDOLPH COUNTY (Red Bud Twp)

	Rates	Fringes
ELECTRICIAN.....	\$ 46.47	56.43%
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ELEC0309-009 12/05/2022		

RANDOLPH COUNTY (Red Bud Township)

	Rates	Fringes
LINE CONSTRUCTION		
Cable Splicer; Lineman		

Welder.....	\$ 63.79	42.15%
Groundman Equipment		
Operator.....	\$ 52.84	42.15%
Groundman Truck Driver.....	\$ 43.13	42.15%
Groundman.....	\$ 39.45	42.15%
Lineman.....	\$ 60.75	42.15%

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ELEC0702-001 01/01/2024

ALEXANDER, CLAY, EDWARDS, EFFINGHAM (Excluding Banner, Bishop, Douglas, Liberty, Lucas, Moccasin, St. Francis, Summit and Teulopolis TWPS), FAYETTE (Excluding Hurricane, S. Hurricane, Ramsey, Bowling Green, Carson and Loudon TWPS), FRANKLIN, GALLATIN, HAMILTON, HARDIN, JACKSON, JEFFERSON, JOHNSON, MARION, MASSAC, PERRY, POPE, PULASKI, SALINE, UNION, WAYNE, WHITE, AND WILLIAMSON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 49.92	27.83

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ELEC0702-002 01/01/2024

ALEXANDER, CLAY, CRAWFORD, EDWARDS, EFFINGHAM, FRANKLIN, FAYETTE (Excludes portion North Avena), GALLATIN, HAMILTON, HARDIN, JACKSON, JASPER, JEFFERSON, JOHNSON, LAWRENCE, MARION, MASSAC, PERRY, POPE, PULASKI, RANDOLPH (Except Red Bud Twps), RICHLAND, SALINE, UNION, WABASH, WAYNE, WHITE, AND WILLIAMSON COUNTIES;  
CLARK, COLES (Southern Half), CUMBERLAND, MOULTRIE (Whitley TWP), and SHELBY (Except West of Holland, Prairie, Richland, & Windsor TWPS) COUNTIES;  
BOND (Eastern Half), and WASHINGTON (OKAWVILLE & VENDY TWPS) COUNTIES

	Rates	Fringes
Line Construction		
Groundman - Class A.....	\$ 36.89	29%+8.60
Groundman - Equipment		
Operator Class II (all other equipment).....	\$ 44.92	29%+8.60
Heavy - Equipment Operator Class I (all crawler type equipment D-4 and larger)...	\$ 50.37	29%+8.60
Lineman.....	\$ 63.30	29%+8.60

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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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ELEC0725-004 10/01/2022

CRAWFORD, JASPER, LAWRENCE, AND RICHLAND COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 40.00	21.96

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ENGI0318-001 04/01/2024

ALEXANDER, FRANKLIN, GALLATIN, HAMILTON, HARDIN, JACKSON, JOHNSON, MASSAC, POPE, PULASKI, SALINE, UNION, WHITE, AND WILLIAMSON COUNTIES

	Rates	Fringes
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## OPERATOR: Power Equipment

Class A.....	\$ 37.38	30.75+a
Class B.....	\$ 35.48	30.75+a
Class C.....	\$ 28.08	30.75+a
River		
Class 1.....	\$ 37.48	30.75+a
Class 2.....	\$ 34.03	30.75+a

Class A: All Off Road Material Hauling Equipment, All Terrain Crane, Articulated Dump, Asphalt Machine Spreader, Asphalt Plant Assistant Operator, Asphalt Plant Operator, Asphalt Widener, Assistant Operator on Rotomills, Autograder, Automatic Slipform Pavers, Backend Man on Asphalt Machine, Backhoes, Barrel Grappler Devices (All), Blacksmith, Blade Operators (All), Boat Operators (all) Bridges, Boat Pilots requiring certification and/or licensing, Dams & Waterways, Boilers, Boom or Winch Cat, Boom or Winch Type Trucks, Boring Machines-Horizontal, Clamshell, Orange Peel Operator, Concrete Breaker, Concrete Groover, Concrete Grinder, Concrete Curb Machine, Concrete Finish Machine or Spreader Operator, Concrete Mixer Paver, Concrete Pump Truck, Concrete Plant Operator, Concrete Wheel Saw Operators, Cranes(All) Truck/Track/Rubber, Crane (Overhead) Operator, Derrick Guy or Derrick Trucks, Ditching Machines (All), Dozer Operators, Dragline or Shovel Operators, Dredge Booster Pump, Dredge Engineman, Dredge Operator/Leverman, Drill Cat w/Compressor Mounted, Drilling or Boring Machine Rotary-Self-Propelled, Endloaders (All) Track/Rubber Elevating Grader, Flexplane, Forklifts/Tele-Handlers (All), Geothermal Well Drilling, GPS on machines already under the jurisdiction of Local 318, Gradall; Greasers, Heavy Equipment Robotics Operator, Hi-lift, Hoists, Hoisting Engine, Horizontal Directional Drill Operator, Incinerators (Haz-Mat only), Laser Screed, Locomotive/Operator, Master Mechanic, Mixers 21 cu. ft. or over, Motor Patrol, Pile driver operator, Pulls & Scrapers, Power Pac & Controls (Pile Driving), Pug mill, Pulverizer or Tillers, Push Cats, Quad Trac, Rotomills, Rotating Cab Forklifts, Rubber Tired Farm Tractor with Attachments over 1/2 yd., Self-Propelled Chip Spreader, Self-Propelled Roller w/Attachments, Shot Blaster/Bridge Deck, Shuttle Buggy, Side booms, Skid loader (Skid steers), Skimmer Scoop, Spyder Crane, Stationary Rock Slinger, Trackhoe and all attachments, Trench Machine Operator, Tuggers, Ultra High Pressure Water Jet Cutting Machine, Vacuum, Vacuum Blasting Machine Operator, Vac Jet, Welders, Well or Caisson Drills, Well Point Pumps-2 or more, Wood Chipper w/Tractor.

Class B: Oilers classified as Assistant Operators, Air Track Drill/Compressor, All Machines used to Sweep, Clean, Broom or remove debris or snow, Any type tractor pulling Roller or Disc, Automatic Bins or Scales w/Compressor or Generator, Bulk Cement Plant w/Separate Compressor, Concrete Curb Machine requiring Electronics, Concrete Plant Assistant Operators, Concrete or Pump crete Pumps, Deck Hand on Boats, Dredge Assistant Operator/Mate, Power Broom, Self-Propelled Roller/Compactor, Straw Mulcher Blower, Stump Cutter Machine, Two Air Compressors (220 CFM or over), Two Air Track Drills. Air Compressor w/valve driving piling, Assistant operator (where required refer to article vii section 9), Elevator Operator, Form Grader, Man Lift (scissor lift) when lifting materials, Pildriver activating air or hydraulic valve regardless of location, Rubber-tired farm type tractor w/Blade/Bulldozer/Auger/Hi-lift of 1/2 yard or less, Self-propelled concrete saw, Self-propelled robotics roller in use two continuous hours or more shall be manned by an operating engineer, Self-propelled vibrator, Truck crane assistant operator, Two Conveyors.

Class C: Air Compressor (220 CFM or over) one, Air Track Drill one, Automatic Bin, Belt Drag Machine, Bulk Cement Plant w/built-in compressor running off same motor or electric motor, fireman or switchman, Mechanic in permanent shops without separate signed Collective Bargaining Agreements (Nov. 1 through March 31), Mechanical plasterer applicator, Pipe Tract Jack, Power Broom, Self-propelled from tamper, Trac-Air, Mixers - less than 21 cu.ft., Mortar Mixer w/ski or pump, Mud Jacks, one well point pump, Wood Chipper.

One Operating Engineer may operate or maintain any combination of the following pieces of equipment, not to exceed four (4), which shall be within reasonable distance; such combination may include the equipment in this classification: Air Compressor (under 220 CFM) Four, Light Plants, Generators, Pumps, Conveyors, Motor Driven Heaters (2), Welding Machines, UImac or Equal Spreader

River Class 1: All Off Road Material Hauling Equipment, All Terrain Crane, All Power Boat Operators, Articulated Dump, Asphalt Machine Spreader, Asphalt Plant Operator, Asphalt Widener, Autograder, Automatic Slipform Pavers, Backhoes, Barrel Grappler Devices (All), Blacksmith, Blade Operators (All), Boat Pilots requiring certification and or

licensing, Boat Operators (all) Bridges, Dams & Waterways, Boilers, Boom or Winch Cat, Boom or Winch Type Trucks, Boring Machines-Horizontal, Clamshell, Orange Peel Operator, Concrete Breaker, Concrete Curb Machine, Concrete Finish Machine or Spreader Operator, Concrete Mixer Paver, Concrete Pump Truck, Concrete Plant Operator, Concrete Wheel Saw Operators, Cranes(All) Truck/Track/Rubber, Crane (Overhead) Operator, Derrick Guy or Derrick Trucks, Ditching Machines (All), Dozer Operators, Dragline or Shovel Operators, Dredge Booster Pump, Dredge Engineman, Dredge Operator/Leverman, Drill Cat w/Compressor Mounted, Drilling or Boring Machine Rotary-Self-Propelled, Endloaders (All) Track/Rubber Elevating Grader, Flexplane, Forklifts/Tele-Handlers (All), Geothermal Well Drilling, GPS on machines already under the jurisdiction of Local 318, Gradall; Greasers, Heavy Equipment Robotics Operator, Hi-Lift, Hoists, Hosting Engine, Horizontal Directional Drill Operator, Incinerators (Haz-Mat only), Laser Screed, Locomotive/Operator, Master Mechanic, Mixers 21 cu. ft. or over, Motor Patrol, Piledriver operator, Pulls & Scrapers, Power Pac & Controls (PileDriving), Pug mill, Pulverizer or Tillers, Push Cats, Quad Trac, Rotating Cab Forklifts, Rotomills, Rubber Tired Farm Tractor with Attachments over 1/2 yd., Self-Propelled Chip Spreader, Self-Propelled Roller w/Attachments, Shuttle Buggie, Side booms, Skid loader (Skidsteers), Skimmer Scoop, Spyder Cranes, Trackhoe and all attachments, Trench Machine Operator, Tuggers, Ultra High Pressure Water Jet Cutting Machine, Vacuum, Vacuum Blasting Machine Operator, Vac Jet, Welders, Well or Caisson Drills, Well Point Pumps-2 or more, Wood Chipper w/Tractor.

River Class 2: Assistant Operators required on All terrain cherry picker w/over 40 ton lifting capacity, Crane, Deckhand on all rivers, lakes, and tributaries, Dinky or standard locomotive, Ditching machine (80 h.p. and over), Dragline, Dredge, Gradall, Guy Derrick, Assitant operators or firman on crane, Piledriver, Shovel, Trenching Machine, Truck Crane.

Footnote A - Hazardous Waste Premium: Level (A)-receive \$3.00 above rate; Level (B)-receive \$2.00 above rate; Level (C)-receive \$1.50 above rate; Level (D)-receive \$1.00 above rate.

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 ENGI0520-002 08/01/2022

FAYETTE, JEFFERSON, MARION, PERRY, and RANDOLPH COUNTIES

	Rates	Fringes
<b>POWER EQUIPMENT OPERATOR</b>		
Group 01.....	\$ 42.45	34.95
Group 02.....	\$ 41.32	34.95
Group 03.....	\$ 36.84	34.95
Group 04.....	\$ 43.45	34.95
Group 05.....	\$ 44.45	34.95
Group 06.....	\$ 45.00	34.95
Group 07.....	\$ 45.30	34.95
Group 08.....	\$ 45.60	34.95
Group 09.....	\$ 46.25	34.95
Group 10.....	\$ 46.75	34.95
Group 11.....	\$ 44.45	34.95
Group 12.....	\$ 45.45	34.95

**POWER EQUIPMENT OPERATOR CLASSIFICATIONS**

GROUP 1: Cranes, Draglines, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, Screws on Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines, or Backfiller, Cherrypickers, overhead Cranes, Roller, Steam or Gas, Concrete Pavers, Excavator Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, DerrickType Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Toumapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than derrick type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (two), Air Compressors (two) Water Pumps, regardless of size (two), Welding Machines (two), Siphons or Jets (two), Winch Head or Apparatuses (two), Light Plants (two), Waterblasters (two), all Tractors, regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (one), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief

Operator, Assistant Master Mechanic and Heavy Duty Mechanic, concrete saws of all types and sizes with their attachments, gobhoppers, excavators all sizes, the repair, greasing, and fueling of all diesel hammers, the operation, set-up and cleaning of bidwells, concrete placement booms, the alterations, repair of all barges, water blasters of all sizes and their clutches, mobile lifts, hydraulic jacks where used for hoisting, diesel or gas powered flashing signs used for traffic control, micro pavers, log skidders, iceolators used on and off of pipeline, condor cranes, drill rigs of all sizes, bow boats, survey boats, ross carriers, bob-cats and all their attachments, skid steer loaders and all their attachments, creter crane, direct drive electric motors the bolting and unbolting the adjusting and shimming, (dewatering jobs, whirley crane, conveyor belts) etc., batch plants (all sizes), roto mills, conveyors systems of any size and any configuration, hydroseeders and strawblowers all sizes, operation, repair, service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, grout machines regardless of size, Nail launchers when mounted on a machine or self-propelled, con-cover machines, Goldhofer and similar S.P.M.T. (self-propelled modular transpmlers) 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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 ENGI0520-004 08/01/2022

INCLUDING BUILDING CONSTRUCTION ON HEAVY INDUSTRIAL SITES & HEAVY CONSTRUCTION EXCEPT DREDGING AND RIVER WORK

FAYETTE, JEFFERSON, MARION, PERRY, and RANDOLPH COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 01.....	\$ 42.45	34.95
Group 02.....	\$ 41.32	34.95
Group 03.....	\$ 36.84	34.95
Group 04.....	\$ 43.45	34.95
Group 05.....	\$ 44.45	34.95
Group 06.....	\$ 45.00	34.95
Group 07.....	\$ 45.30	34.95
Group 08.....	\$ 45.60	34.95
Group 09.....	\$ 46.25	34.95
Group 10.....	\$ 46.75	34.95
Group 11.....	\$ 44.45	34.95
Group 12.....	\$ 45.45	34.95

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Cranes, Draglines, Shovels, Skimmer Scoops, Clamsshells 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, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, 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, gob-hoppers, excavators all sizes, the repair, greasing, and fueling of all diesel hammers, the operation, set-up and cleaning of bidwells, concrete placement booms, the alterations, repair of all barges, water blasters of all sizes and their clutches, mobile lifts, hydraulic jacks where used for hoisting, diesel or gas powered flashing signs used for traffic control, micro pavers, log skidders, iceolators used on and off of pipeline, condor cranes, drill rigs of all sizes, bow boats, survey boats, ross carriers, bob-cats and all their attachments, skid steer loaders and all their attachments, creter crane, direct drive electric motors the bolting and unbolting the adjusting and shimming, (dewateringjobs, whirley crane, conveyor belts) etc., batch plants (all sizes), roto mills, conveyors systems of any size and any configuration, hydroseeders and straw-blowers 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 transporters) heavy transport units and all Operators (except those listed below).

GROUP 2: Assistant Operators

GROUP 3: Air Compressors (one), Water Pumps, regardless of size (one), Water-blasters (one), Welding Machine (one), Mixers (one bag), Conveyor (one), Siphon or Jet (one), Light Plant (one), Heater (one), Immobile Track Air (one), and Self-Propelled Walk Behind Rollers.

GROUP 4: Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant oiler and Creter Crane Oiler (when required), barge tenders, oilers on drill rigs used for caisson or for pile driving.

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: Cellified 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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ENGI0841-004 04/01/2023

CLAY, CRAWFORD, EDWARDS, EFFINGHAM, JASPER, LAWRENCE, RICHLAND, WABASH, and WAYNE COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 45.15	26.00
GROUP 2.....	\$ 30.05	26.00



POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two-Drum Machine, One-Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or Similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Farm Tractor with Half Yard Bucket and/or Backhoe Attachments, Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or Similar Type Machine, Truck or Skid Mounted Concrete Pump, Tower Crane, Engine or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with Dual Attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machines Including Well Testing, Caissons, Shaft or Any Similar Type Drilling Machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Equipment Greased), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw and Similar types, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver - Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart-Self Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker (Backhoe Attached), Lull (or Similar Type Machine), Two Air Compressors, Compressors Hooked in Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air Fork Lifts (Except When Used For Landscaping Work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator and Similar Types or Equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck Operator.

GROUP 2: Concrete Mixers Without Skips, Rock Crusher, Ditching Machine Under 6', Curbing Machine, one Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine-Mounted Post Hole Digger, Two to Four Generators, Water Pumps, or Welding Machines, within 400 ft, Air Compressor 600 cu. ft. and Under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lifts (When Used For Landscaping Work, Concrete and Blacktop Curb Machine, Farm Tractor with less than Half Yard Bucket, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for Hoisting Material, Engine Tenders, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operators on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (Motor Driven), Form Tamper, Bulk Cement Plant Equipment Greaser, Deck Hands, Truck Crane Oiler\_Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Farm Tractor, Super Sucker (and Similar Type of Equipment).

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IRON0022-009 06/01/2023

CLAY, CRAWFORD, EFFINGHAM COUNTY (Remainder), JASPER, LAWRENCE, and RICHLAND COUNTIES

	Rates	Fringes
IRONWORKER .....	\$ 35.45	25.79

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IRON0046-007 05/01/2023

EFFINGHAM (Excluding Dexter & East thereof) AND FAYETTE (Avenue & North thereof) COUNTIES

	Rates	Fringes
IRONWORKER .....	\$ 36.84	31.64

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IRON0103-005 04/01/2023

CLAY (Louisville & South thereof), EDWARDS, FRANKLIN (Northeast corner), GALLATIN, HAMILTON, JEFFERSON (East of Mt. Vernon), LAWRENCE (Southern Half including Lawrenceville), MARION (Southeast), RICHLAND (Southern Half), SALINE (Northeastern 1/3), WABASH, WAYNE, and WHITE COUNTIES

	Rates	Fringes
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IRONWORKER.....\$ 31.99                    26.20  
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 IRON0392-002 08/01/2023

FAYETTE (Southern Half below Brownstown), JACKSON (Remainder),  
 JEFFERSON (Mount Vernon & area West thereof), MARION, PERRY,  
 and RANDOLPH COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 40.40	30.18

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 IRON0782-005 08/01/2023

ALEXANDER, FRANKLIN, GALLATIN, HARDIN, JACKSON (Except Ava and  
 Elkhorn TOWNSHIPS), JOHNSON, MASSAC, PERRY, POPE, PULASKI, SALINE  
 (Except vicinity of El Dorado and area Northeast thereof),  
 UNION, and WILLIAMSON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.75	28.04

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 LAB00459-002 08/01/2022

RANDOLPH COUNTY

	Rates	Fringes
LABORERS		
Group 1.....	\$ 31.64	29.09
Group 2.....	\$ 32.14	29.09
Group 3.....	\$ 33.14	29.09

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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 LAB00773-002 04/01/2024

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

	Rates	Fringes
LABORER.....	\$ 32.75	27.64

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 LAB01197-001 04/01/2024

CLAY, CRAWFORD, EDWARDS, EFFINGHAM, FAYETTE, HAMILTON, JASPER,  
 JEFFERSON, LAWRENCE, MARION, RICHLAND, WABASH, WAYNE, AND WHITE  
 COUNTIES

	Rates	Fringes
LABORER.....	\$ 32.75	27.64

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 PAIN0032-006 09/01/2021

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

	Rates	Fringes
PAINTER		
Bridges, Dams.....	\$ 35.51	18.78
Journeyman.....	\$ 33.21	18.78

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

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 PAIN0058-006 05/01/2017

FAYETTE COUNTY

	Rates	Fringes
PAINTER (Bridge).....	\$ 32.45	17.12

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

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 PAIN0124-002 09/01/2021

CLAY, HAMILTON, JEFFERSON, MARION, and WAYNE COUNTIES

	Rates	Fringes
PAINTER		
Journeyman.....	\$ 26.50	19.01
Taping (All Kinds).....	\$ 27.30	19.01

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

Journeyman work on Bridges, Grain Elevators, Water, Radio & Television Towers, Stacks, Waste Water Plants, and Water Treatment Plants - \$3.10 Premium

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PAIN0156-008 04/01/2020

EDWARDS, WABASH, AND WHITE COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller of Mastics, Creosote, Kwinch Koate, and Coal Tar Epoxy.....	\$ 28.60	17.63+A
Brush, Roller and Paperhanger.....	\$ 27.60	17.63+A
Drywall Finishers and Plasterers.....	\$ 27.85	17.63+A
Spray of Mastics, Creosotes, Kwinch Koate, and Coal Tar Epoxy.....	\$ 29.60	17.63+A
Spray, Sandblast, Power Tools, Waterblast, and Steam Cleaning.....	\$ 28.60	17.63+A

FOOTNOTE A:  
All Structures over 40? \$0.75/ hour above base wage  
All Structures over 75? \$1.50 hour above base wage  
All Structures over 100? \$2.50/ hour above base wage

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PAIN0500-004 06/01/2023

MASSAC COUNTY

	Rates	Fringes
PAINTER		
Bridges & Dams - Blast & Spray.....	\$ 31.00	15.40
Bridges & Dams - Brush & Roll.....	\$ 30.00	15.40
Industrial - Blast & Spray..	\$ 26.25	15.40
Industrial - Brush & Roll..	\$ 25.25	15.40

Spray, Sandblasting and water blast units with 3500 PSI receive a \$.50 per hour premium.

All work forty feet and above receive a \$1.00 per hour premium.

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PAIN1705-003 05/01/2017

CRAWFORD, EFFINGHAM, JASPER, LAWRENCE, and RICHLAND COUNTIES

	Rates	Fringes
PAINTER		
Blasting, Spraying & Pressure Washing.....	\$ 28.30	20.07
Brush & Roller and Wall Covering Drywall Preparing..	\$ 27.30	20.07

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

Brush & Roller work over 30' above ground or floor level - \$0.80 Premium

Brush & Roller work over 100' above ground or floor level - \$1.80 Premium

Blasting, Spraying & Pressure work over 30' above ground level - \$2.30 Premium

Blasting, Spraying & Pressure work over 100' above ground level - \$3.30 Premium

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PLAS0143-010 04/01/2017

ALEXANDER, FRANKLIN, GALLATIN, HARDIN, JACKSON, JOHNSON,

MASSAC, PERRY, POPE, PULASKI, RANDOLPH, SALINE, UNION, AND WILLIAMSON COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 29.11	16.09
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PLAS0143-011 04/01/2016		

CLAY, CRAWFORD, EDWARDS, EFFINGHAM, FAYETTE, HAMILTON, JASPER, JEFFERSON, LAWRENCE, MARION, RICHLAND, WABASH, WAYNE, and WHITE Counties

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 29.22	16.31
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TEAM0026-006 05/01/2024		

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

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

GROUP 4: Low Boy and Oil Distributors.

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

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\* TEAM0050-004 05/01/2024

CLAY, FAYETTE, JEFFERSON, MARION, RANDOLPH, and WAYNE 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 hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vector Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

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

GROUP 4: Low Boy and Oil Distributors.

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

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TEAM0135-009 05/01/2023

CRAWFORD, EDWARDS, LAWRENCE, RICHLAND, and WABASH COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 36.20	14.51+a
Group 2.....	\$ 36.60	14.51+a
Group 3.....	\$ 36.80	14.51+a
Group 4.....	\$ 37.05	14.51+a
Group 5.....	\$ 37.80	14.51+a

FOOTNOTE: A. \$37.60 per day

CLASSIFICATIONS:

Group 1 - Drivers on 2 axle truckshauling less than 9 ton; Air compressor and welding machines and brooms, including those pulled by separate units; Truck Driver Helpers; Warehouse employees; Mechanic helpers; Greasers and tiremen; fork lifts up to 6,000 pounds capacity

Group 2 - 2 or 3 axle trucks hauling more than 9 ton but hauling less than 16 ton; A-frame winch trucks; Hydrolift trucks; Vactor trucks or similar equipment when used for transportation purposes; Fork lifts over 6,000 pound capacity; Winch trucks; 4 axle combination units; In the event the Employer desires to use ticket writers that classification shall come under Group II

Group 3 - 2, 3, or 4 axle trucks hauling 16 ton or more; Drivers on water pulls; Articulated Dump Trucks; Mechanics and working forepersons; 5 axle or more combination units

Group 4 - Low Boy; Oil Distributors

Group 5 - Drivers who require special protective clothing while employed on hazardous waste work.

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\* TEAM0347-001 05/01/2024

GALLATIN COUNTY

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 41.32	26.32
Group 2.....	\$ 41.90	26.32
Group 3.....	\$ 42.19	26.32
Group 4.....	\$ 42.57	26.32
Group 5.....	\$ 43.65	26.32

CLASSIFICATIONS:

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

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

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

GROUP 4: Low Boy and Oil Distributors.

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

#### State Adopted Rate Identifiers

Classifications listed under the "SA" identifier indicate that the prevailing wage rate set by a state (or local) government was 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. 01/03/2024 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:

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

## TECHNICAL SPECIFICATIONS



## **SANITARY SEWER IMPROVEMENTS**

### **TECHNICAL SPECIFICATIONS—SEWER LINING**

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction of the State of Illinois”, adopted January 1, 2022, and the Supplemental Specifications and Recurring Special Provisions, which govern the **Sanitary Sewer Improvements**, City of Effingham, Illinois, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

#### **LOCATION OF PROJECT**

The proposed work for this project is described in the attached location maps within the corporate boundaries of the City of Effingham.

#### **DESCRIPTION OF WORK**

The proposed work is officially known as **Sanitary Sewer Improvements**, for the City of Effingham, Effingham, Illinois. The project shall consist of cleaning, CCTV, inspection, and Cured-in-Place Pipe (CIPP) rehabilitation of sanitary sewer pipe in the areas designated on the attached location maps and other miscellaneous work.

#### **LIQUIDATED DAMAGES**

OWNER and CONTRACTOR recognize that time is of the essence in the performance of the Contract and that failure on the part of the Contractor to complete the contract work in the time herein set forth will result in certain loss and damages to the Owner. Failure on the contractor's part to complete such work shall be considered just cause for forfeit of his/her surety bond.

In case the Contractor of the work shall fail or neglect to complete any section of work within 360 days, then said Contractor shall and will pay to the Owner such sums as may be due to him under the terms of the Contract at the rate specified in the Standard Specifications for Road and Bridge Construction.

The City expects to award the project at its Council Meeting on August 6, 2024. The City expects work to progress at a rate that would allow the completion of the project by the completion date specified assuming material can be received in a timely manner.

The contract time may be changed only by change order. For each change order, CONTRACTOR shall submit to the OWNER for review, sufficient reason for delay to enable the OWNER to ascertain the necessity and reasonableness of the delay, and the allowability and eligibility of delay proposed.

#### **CLOSING THE STREETS AND TRAFFIC CONTROL COMPLETE**

The streets and all entrances shall remain open to traffic unless authorized by the City Engineer or Operations Manager. The Contractor shall provide the City a traffic control plan and schedule and will be responsible for providing public notices to inform the public of various routing plans. When the street should be closed to traffic, it shall be the Contractors responsibility to make arrangements with the affected party in keeping access to the premises in so doing, shall give 48 hours' notice to the Engineering and Street Department. When the contractor is working from or on the street, they shall place proper traffic control in accordance with traffic control standards from the Illinois Department of Transportation. The contractor shall furnish, erect, and maintain all barricades, signs and other warning devices required by Section 107.14 and no additional compensation will be allowed.

### **WORK TO BE PERFORMED BY OTHERS**

Any necessary patching or preparation work and or any necessary work to adjust or construct grates, manholes and other utilities will be made before operation begins by the city forces on the specified locations except where new manholes are being installed. Proper notification time shall be allowed for the Street Department to make adjustments. This does not include work for new manholes.

### **CONTRACTOR RESPONSIBLE FOR LOCATING AND MAINTAINING UTILITIES**

This work shall be done in accordance with Article 107.31 of the Standard Specifications except as herein modified.

Before beginning work, it shall be the Contractor's sole responsibility to coordinate with the utility owners and to determine the actual location of all such facilities. The Contractor shall also obtain from the respective utility owners detailed information relative to the location of their facilities and the working schedules of the utility owners for removing or adjusting them.

The Contractor shall maintain in operating condition all utilities encountered in the work. The Contractor shall be entirely responsible for all damages to water pipes; electrical conduits; existing drains or sewers; gas pipes; and poles carrying electrical current, telephone or television lines during the prosecution of the work and shall be liable for damages to public or private property resulting therefrom, which amount may be deducted from any monies due the Contractor for work done. Any damage to existing utilities as a result of the Contractor's construction operations shall be repaired to the satisfaction of the utility owner at the Contractor's expense, whether or not said utilities are shown in the plans.

The location of existing utilities shall be identified by the contractor through the JULIE. Where possible conflicts exist, the Contractor shall conduct his activities in a manner to protect utilities.

In addition to the requirements of Article 105.07 of the Standard Specifications, the Contractor shall coordinate his operations with the proposed utility adjustments to minimize delays in construction of the project.

### **SUBSTANCE ABUSE AND PREVENTION PROGRAM**

In addition to all other labor requirements set forth in this proposal and in the Standard Specifications for Road and Bridge Construction, adopted by the Department, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

Before the Contractor and any Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P.A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P.A. 95-0635. The Contractor and any Subcontractor shall file with a public body: a copy of the substance abuse prevention program along with a cover letter certifying that their program meets the requirements of the Act, or a letter certifying that the Contractor or a Subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act.

## **INSURANCE**

Contractor is required to furnish the City with Certificates of Insurance in the following amounts and the City of Effingham and Milano & Grunloh Engineers, LLC will be listed as an Additional Insured on a primary non-contributory basis.

	Statutory Limits
Worker's Compensation	
Employer's Liability	\$ 1,000,000
General Liability	\$ 2,000,000
Auto Liability	\$ 1,000,000
Excess Liability	\$ 2,000,000

Certificates of Insurance shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor.

Certificates of Insurance remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work; and

Contractor shall furnish Owner and each other additional insured to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment.

## **SCOPE OF THE PROJECT**

The quantities shown in the proposal are the approximate quantities required to complete the work. The City reserves the right to delete up to twenty-five percent (25%) of the work for budgetary reasons or due to conflicts with other construction work.

There are sewers included for lining that do not have manholes on each end of the pipe run. This contract includes construction of manholes in order to line these segments.

## **PAYMENT AND PERFORMANCE BOND**

Section 102 of the Standard Specifications for Road and Bridge Construction shall be revised as follows:

The Contractor shall deliver a payment and performance bond to the City Engineer in the total amount of the contract at the time the contract is executed by the City.

Such bond shall be conditioned for the completion of the contract, for the payment of material used in such work and for all labor performed in such work, whether by subcontractor or otherwise.

Each such bond is deemed to contain the following provisions whether such provisions are inserted in such bond or not:

"The principal and sureties on this bond agree that all the undertakings, covenants, terms, conditions and agreements of the contract or contracts entered into between the principal and the City will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the contract on account of which this bond is given, when such claims are not satisfied out of the contract price

of the contract on account of which this bond is given, after final settlement between the City and the principal has been made.”

The bond required by this Section may be acquired from an Illinois company, agent or broker of the contractor's choice, except that the bond supplier shall be rated A (Excellent) or A+ (Superior), Financial Size Category Class XII or larger, in the most recent issue of Best's Key Rating Guide published by A.M. Best Company of Oldwick, New Jersey 08858.

FOR ALL CONTRACTS UNDER \$100,000, a bank letter of credit from a local (Effingham County) bank setting forth all of the conditions herein before stated and signed and attested to by two officers of said bank and the Contractor shall be considered to be acceptable under this section.

### **UNFORESEEN SUBSURFACE CONDITIONS**

Contractor shall promptly notify Owner and Engineer in writing of any subsurface or latent physical conditions encountered at the Site which differ materially from those specified or indicated, or which could be reasonably interpreted from examination of the Site and available subsurface information at the time of bidding.

Owner will promptly investigate those conditions and will obtain the necessary additional surveys and tests and furnish copies of results to Contractor.

If it is found that the subsurface or latent physical conditions encountered at the Site differ materially from those specified or indicated, or which could have been reasonably interpreted from examination of the Site and available subsurface information at the time of bidding, then a Change Order will be issued by the Owner incorporating the necessary revisions.

### **RECORD DOCUMENTS**

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Test Records, Field Orders, and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Submittals shall be available to Owner for reference. Upon completion of the Work, these record documents and Submittals shall be delivered to Owner.

B. Receipt and acceptance of record documents will be a prerequisite for final payment on the Contract.

### **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. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted.

B. No provision in the Contract Documents nor any specified guarantee time limit shall be held to limit Contractor's liability for defects to less than the legal limit of liability in accordance with the Law.

C. All Equipment and Materials furnished by Contractor for the Work shall carry a written guarantee from the manufacturer or Supplier of such items when called for in the Specifications. Written guarantees shall be submitted to Owner with other Submittals.

## **SANITARY MANHOLES**

Work associated with the placement of Sanitary Manholes shall be constructed according to the "Standard Specifications for Water and Sewer Main Construction in Illinois", dated 2020, 8th Edition.

Sanitary manholes shall conform to Section 32 and Standard Drawing No. 3 (Manhole Type A) of the Standard Specifications for Water and Sewer Main Construction in Illinois except as modified herein.

The manholes for this project may be "doghouse" manholes. A portion of the top of the pipe may be removed by saw cutting. The bottom half of the main line pipe shall remain intact unless such removal is necessary to accept other flow into the manhole. Article 32-12, Inspection and Testing for Acceptance, will not apply.

Removal of pavement, excavation, connection to the existing sanitary sewer, backfill, restoration of surfaces (including pavement restoration), and any other work necessary to construct the manhole shall be performed according to the applicable sections of the Sewer and Water Spec and will not be paid separately but incidental to the cost of the manhole.

## **DEFECTIVE WORK**

The term "defective" is used in these documents to describe Work that is unsatisfactory, faulty, not in conformance with the requirements of the Contract Documents, or not meeting the requirements of any inspection, test, approval, or acceptance required by Law or the Contract Documents.

- A. Any defective Work may be disapproved or rejected by Owner at any time before final acceptance even though it may have been overlooked and included in a previous Application for Payment.
- B. Prompt notice will be given by Owner to Contractor of defects as they become evident.

## **UNCOVERING WORK**

- A. If any Work is covered contrary to the request of Owner, it shall, if requested by Owner, be uncovered for Owner's observation and replaced at Contractor's expense.

## **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 furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, 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 or any other party.

## **CORRECTION OR REMOVAL OF DEFECTIVE WORK**

- A. If required by Owner, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Owner, remove it from the Site and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction

or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) made necessary thereby.

#### ONE-YEAR CORRECTION PERIOD

- A. If within one year after the Date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or 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, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or, if it has been rejected by Owner, remove it from the Site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by Contractor. 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 or by Written Amendment.

#### ACCEPTANCE OF DEFECTIVE WORK

- A. If, instead of requiring correction or removal and replacement of defective Work, prior to Owner's recommendation of final payment, if Owner prefers to accept it, Owner may do so. Contractor shall bear all direct and indirect costs attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Owner as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys, and other professionals).

#### OWNER MAY CORRECT DEFECTIVE WORK

- A. If Contractor fails within a reasonable time after written notice of Owner to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Owner, 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, Owner may, after seven days' written notice to Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this Paragraph, Owner shall proceed expeditiously.
- B. To the extent necessary to complete corrective and 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, take possession of Contractor's tools, appliances, construction equipment, and machinery at the Site and incorporate in the Work all Equipment and Materials stored at the Site or for which Owner has paid Contractor but which are stored elsewhere.
- C. Contractor shall allow Owner, Owner's representatives, agents, and employees such access to the Site as may be necessary to enable Owner to exercise the rights and remedies under this Paragraph.
- D. All direct, indirect, and consequential costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Owner, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to

an appropriate decrease in the Contract Price. Such direct, indirect, and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs, and all costs of repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- E. Contractor shall not be allowed an extension of the Contract Times because of any delay in performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

## **SANITARY SEWER CLEANING AND CCTV INSPECTION**

### **A. GENERAL**

1. This section includes provision of cleaning operations, inspection, and closed circuit television monitoring operations, and all associated work for the sizes and lengths of sewers encountered.
2. If the specified low flow levels are not achievable using flow through plugs or by scheduling inspection during low flow hours, the CITY may authorize the inspection above these flow levels.
3. The CONTRACTOR shall be responsible for any backups in the sanitary sewer system caused by the cleaning and/or TV operation. Any damage to property, both public and private, including but not limited to backup into homes, businesses, etc., shall be repaired, cleaned or replaced to the satisfaction of the owner of such property at no cost to the CITY.

### **B. REFERENCES**

National Association of Sewer Service Companies (NASSCO):  
Pipeline Assessment and Certification Program (PACP) Reference Manual  
Recommended Specifications for Sewer Collection System Rehabilitation Standard  
(2006)

### **C. DEFINITIONS**

Television Inspection: A necessary operation to complete a true-color audio-visual inspection to verify existing internal sewer line conditions. Furnish labor, materials, equipment, tools, and other incidental services for CCTV inspection.

MPEG: MPEG is an acronym for Moving Pictures Expert Group, which is a family of international standards used for coding audio-visual information in a digital compressed format. For this Section, digital audio-visual coding has a 352 pixels (x) by 240 pixels (y) resolution and a 30 frames per second interlaced frame rate. MPEG coding shall be named using ".mpg" as the file extension.

Digital Video Disk (DVD): For this Section, DVD shall be written or "burned" in accordance with the ISO-9660 Level 2 Specifications. External hard drives for data transfer may be used and is preferred for data transfer.

### **D. SUBMITTALS**

Submit a written/printed copy of television inspection logs to the Engineer. Logs shall record defects according to NASSCO's Pipeline Assessment and Certification Program (PACP) or/and Manhole Assessment and Certification Program (MACP).

Submit 2 copies of visual and audio recording to the Engineer in electronic format. The Engineer will review the inspections to ensure the required information is provided and the recording quality is acceptable, but not for content accuracy. If the Engineer determines the recording is defective or not adequate quality, the Contractor shall perform CCTV inspection again at the Contractor's expense.

E. QUALITY ASSURANCE

The television inspection shall be performed one section of line at a time. An individual digital video file and data file shall be developed for each manhole to manhole section. Inspection shall be performed in accordance with NASSCO's Pipeline Assessment and Certification Program (PACP) and/or Manhole Assessment and Certification Program (MACP).

F. CLEANING EQUIPMENT

The CONTRACTOR shall provide all equipment necessary for proper flushing and cleaning of the sewers in the sizes indicated prior to television inspection. Hydraulic high pressure sewer cleaners used for sanitary sewer cleaning shall be specifically designed and constructed for such cleaning. The sewer cleaner shall have a minimum usable water capacity of 600 gallons and a pump capable of delivering at least 30 gallons per minute (gpm) at 1,000 psi. Pressure to the nozzle shall be regulated by a relief valve adjustable from 0 to 1,500 psi minimum. The equipment will be subject to approval by the CITY.

Satisfactory precautions shall be taken to protect the sewer lines from damage that might be inflicted by the improper use of cleaning equipment. Sewers damaged as a result of the CONTRACTOR's operations shall be promptly repaired by the CONTRACTOR at no cost to the CITY.

All equipment, devices, and tools required for this contract shall be owned (or leased) and operated by the CONTRACTOR.

G. CLEANING OPERATIONS

Existing flows shall not be interrupted for periods longer than one hour. Sewage diverted during cleaning operations shall be returned to the sanitary system and not discharged into the streams or storm drain system. Cleaning of these sewers may be by means of hydraulic high pressure jetting or other equipment as needed.

Jet machines may be refilled from fire hydrants in a manner acceptable to the CITY. The CONTRACTOR is responsible for any adverse impact on the water distribution system resulting from his filling operations. Water will be available at no cost to the CONTRACTOR from fire hydrants acceptable to the CITY. A backflow prevention valve is required on CONTRACTOR's equipment during filling operations. Prior to operations, a \$75.00 deposit shall be provided to the City of Effingham water division as a deposit for the water meter use.

Cleaning shall generally be performed prior to closed circuit television inspection. The cleaning operations shall be conducted no more than 48 hours in advance of television inspection of the sewer line.

Unless other methods are authorized by the CITY, light hydraulic cleaning shall be performed for all main sewers to be inspected. Three attempts shall be made, if necessary, by the CONTRACTOR unless directed otherwise by the CITY. If the line is still not suit-



able for TV inspection, then heavy cleaning shall be performed at no additional cost to the CITY.

Remove all sludge, dirt, sand, grease, roots, rocks, gravel, and other materials from the pipe and collect and remove resulting debris from the downstream manhole of the sewer section being cleaned. Passing material from sewer section to sewer section will not be permitted. An approved dam or weir shall be constructed in the downstream manhole in such a manner that debris and solids will be trapped and retained.

Roots shall be removed in the sections designated by the CITY where root intrusion is a problem. Special precautions should be exercised to assure removal of visible roots from the joint area which could hinder normal flow or interfere with any rehabilitation or repair techniques that may be performed. The use of mechanical devices such as kites, balls, rodding machines, root cutters, porcupines, lumberjacks, and hydraulic procedures such as high-pressure jet cleaners shall be used, as required. This work will be documented with videotape, before and after removal of the roots, as directed by the CITY.

If a pipeline is found not to be properly cleaned (by visual inspection, tape review, or field analysis) in the opinion of the CITY, the television equipment shall be removed and the sewer re-cleaned at no expense to the CITY.

#### H. DISPOSAL OF DEBRIS

Under no circumstances shall sewage or solids be dumped onto the ground surface, street or into ditches, catch basins or storm drains.

All solids or semi-solids resulting from the operations shall be removed from the site by the CONTRACTOR unless authorized or directed otherwise by the CITY. Trucks hauling solids or semi-solids from the site shall be watertight so that no leakage or spillage will occur.

Disposal will be the responsibility of the CONTRACTOR. Domestic waste may be disposed of at the City of Effingham Wastewater Treatment Plant. A manifest must be provided to the WWTP operator.

#### I. TELEVISION INSPECTION EQUIPMENT

The television inspection equipment shall be able to inspect 1,000 feet minimum sewer line, when entry into the sewer can be accessed from the upstream and downstream manholes. When entry is at one end only, the inspection equipment shall be able to inspect 750 feet by a self-propelled unit. The inspection equipment shall be able to clearly televise the interior of 6-inch and larger diameter sewers.

Transport the television equipment in a stable condition through the sewer line to be inspected. Throughout the inspection, position the camera equipment with the camera directed along the sewer's longitudinal axis.

#### J. TELEVISION CAMERA

Use a television camera specifically designed and constructed for sewer pipeline inspection. The camera shall be waterproof and able to operate in any conditions encountered in the inspection environment. Provide a color pan, tilt, and zoom camera to facilitate inspecting service laterals and sewer line to clearly view manhole defects and construction features. The television camera shall be capable of 360-degree rotational scan indicating salient defects. The tilt arc shall not be less than 225 degrees unless otherwise ap-

proved by the Engineer. The focus and iris adjustment shall provide a minimum 3-inch focal range in front of the camera's lens.

The distance along the sewer in focus from the initial observation point shall be a minimum of twice the sewer's vertical height.

The illumination shall allow an even light shadowing distribution.

The view seen by the television camera shall be transmitted to an 11-inch or larger monitor. The television camera shall be able to receive and transmit a picture having not less than a 352(x) by 240(y) resolution. The television inspection camera travel speed through the sewer shall be uniform and shall not exceed 30 feet per minute maximum speed.

The television inspection equipment shall be a quality to achieve the following:  
The CCTV monitor display shall incorporate an automatically updated record in feet and tenths of a foot for the distance along the line from the cable calibration point to the camera's or transducer's center point, whichever unit is being used. The relative positions for the two center points should also be noted. Use a metering device that enables the cable length to be accurately measured; this shall be accurate to 6-inches. Demonstrate the tolerance is being achieved by tape measurement between manholes on the surface. This taped measurement must be included on each written and digital television log.

The CCTV camera shall be calibrated for accurate length measurements at least once per week with above ground markings every 25 feet for up to 100 feet. The accuracy should be within 0.2 foot for every 100 feet.

If the Contractor fails to meet the required accuracy standard, the Engineer will instruct the Contractor to provide a new device to measure the footage. The Engineer may instruct the Contractor to resurvey those sewer lengths first inspected with the original measuring device using the new measuring device.

Audio-visual recordings and collected data made during the television inspection shall become CITY OF EFFINGHAM property. Submit the digital data in CITY OF EFFINGHAM software format to the Engineer within two weeks from completing the television inspection.

#### K. TELEVISION INSPECTION

Inspect sewer pipelines with pan, tilt and zoom conventional television imagery to record relevant pipeline features and defects. Pipeline inspection shall be carried out in a format reviewed by the Engineer. Perform cleaning in accordance with contract document requirements.

CCTV operators shall be NASSCO PACP certified and have a current certification. Prior to beginning work, submit NASSCO's PACP certification for all CCTV operators performing this work on the project. Contractor shall not commence work until such certification is provided.

If television inspection for an entire section cannot be successfully performed from one manhole, perform a reverse setup to obtain a complete television inspection.

Perform sewer televising work as necessary to thoroughly document the condition for all sewers, service lateral connections, manhole corbel, barrel, and cone-sections in the

study area. To achieve this, the CCTV camera operator shall stop the camera in each manhole invert, and shall pan and zoom up the manhole to obtain the best possible image of the manhole, including the cone and corbel section(s).

The quality for all work specified in this Section shall meet or exceed the National Association of Sewer Service Companies (NASSCO) Recommended Specifications for Sewer Collection System Rehabilitation (latest edition) requirements. Applicable Section portions which inadvertently fall below those standards shall be corrected and maintained at the NASSCO standards as a minimum requirement, at no additional cost to City.

Document all internal sewer inspections via digital video recordings, television logs, digital photos, and a database compatible with the NASSCO PACP exchange database version 4.2 or newer if applicable. Acceptable media for the video recordings are digital video disc (DVD). DVD-RW+ is the preferred media. If the video is poor quality due to the chosen media, Engineer reserves the right to require re-submittal on a different media. All media shall be previously unrecorded, premium grade. Create separate MPEG files for each sewer line segment. In a reverse setup, store such inspection in a separate MPEG file. MPEG files shall be written to DVD media for delivery to the Engineer. Multiple MPEGs may exist on each DVD. Each DVD shall be labeled, at a minimum, with the following information: owner, engineering firm, project name, creation date, ID number, sewer line sections, and TV inspection contractor's firm name.

Digital video shall be defined as ISO-MPEG Level 1 (MPEG-1) coding with a 352-pixel (x) by 240-pixel (y) (minimum) resolution and a 30 frames per second encoded frame rate. The digital recording shall include audio and video information which accurately reproduces the original video inspection picture and sound. The digital recording's video portion shall be free from electrical interference and shall produce a clear and stable image. The audio portion shall produce a clear and discernible oral report, sufficiently free from background and electrical noise.

Separate digital video recordings shall be made for each sewer section, and shall be properly identified via continuous on-screen display and voice-over recording with:

- CITY OF EFFINGHAM Project number
- Upstream MH ID and downstream MH ID
- Sewer segment being inspected
- Inspection date
- Project name
- Distance along the reach from the entering manhole

Contractor shall coordinate with Engineer prior to commencing work to ensure identification is accomplished in a manner acceptable to CITY OF EFFINGHAM. If the video and/or audio recording is poor quality, the Engineer has the right to require a re-submittal of the affected sewer sections. No payment will be made until an acceptable video and audio recording is made, submitted to, and accepted by Engineer.

Inspection software to be used shall be WinCan unless otherwise approved by the Engineer. If software other than WinCan is used, compile all video recordings, digital photos, and databases in WinCan software before submitting to the Engineer.

The CCTV equipment/software shall be able to produce digitized images for all sewer line defects, manhole defects, and sewer line service connections in .jpeg format. Plan

to take digital still images of each defect, construction features, and service connection to clearly depict it.

More images may be necessary depending on the lined pipe condition.

Provide CCTV inspection data via DVDs or external hard drive. Data shall be recorded and provided in a current version of the NASSCO PACP Exchange format. The data shall specifically include video indexing for all observations. Data to be submitted shall include:

- NASSCO PACP exchange database file
- .jpeg files (still photos)
- MPG-1 files (video) for each pipe segment

Provide a complete television inspection for the upstream and downstream manholes. The CCTV operator shall pan and zoom up the manhole from the invert for each manhole, and obtain the best possible image of the manhole including cone and corbel sections. In addition, 3 still digital photos shall be taken for each pipe connection within each manhole. The CCTV operator shall zoom in on each pipe connection so the photos capture the each pipe connection's size, location, and approximate elevation.

Whenever prevailing conditions allow, position the camera head to reduce the risk of picture distortion. In circular sewers, position the camera lens centrally (i.e., in prime position) within the sewer. In noncircular sewers, picture orientation shall be taken at mid-height, unless otherwise agreed, and centered horizontally. Direct the camera lens along the sewer's longitudinal axis when in prime position. A +/-10 percent positioning tolerance of the vertical sewer dimension shall be allowed when the camera is in prime position.

Perform television inspections during low flow conditions. The Engineer will reject any television inspection that does not produce an effective sewer pipe survey due to flow conditions or for any other reason. Sewer flow shall be controlled so that the invert of rehabilitated pipe is fully visible.

Do not pull a cleaning device in front of the television inspection camera while taping the sewer line.

#### L. DIGITAL AUDIO/VISUAL RECORDING

Take continuous digital video recordings of the inspection view as it appears on the television monitor. A digital video recording shall be made for the complete television inspection of the sewer lines constructed as part of this project. The recording shall also be used as a permanent record for defects. The recording shall be MPEG file format. The digital video encoding shall include sound and video information that can be reproduced with a video image equal or very close to the original picture quality on the television monitor. The recorded video information replay, when reviewed by Windows Media Player™, shall be free from electrical interference and shall produce a clear, stable image. The composite digital coding's audio portion shall be sufficiently free from electrical interference/background noise to produce an oral report that is clear and completely and easily discernible.

The inspection report's audio portion shall include the section's location or identification, the manhole-to-manhole travel direction, and the distance traveled on the specific run encountered. The inspection camera equipment shall be on the specific run encountered. Continu-

ously connect the inspection camera equipment to the television inspection or monitoring equipment. The recording and monitoring equipment shall have the built-in capability to allow the Engineer to instantly review the recording's audio and video quality during the television survey. Playback speed shall be continuously adjustable from 1/3 normal speed for slow-motion viewing to normal playback speed.

Name the MPEG files according to the following file specification:

Upstream Manhole Number Downstream Manhole Number\_Month\_Day\_Year.mpg

#### M. TELEVISION INSPECTION REPORTS

Prepare a television inspection report covering the television inspection work and the information acquired. Prior to beginning work, submit a sample hardcopy television inspection report to the Engineer for review.

Report sewer defects in accordance with the National Association of Sewer Service Companies (NASSCO) program known as Pipeline Assessment and Certification Program (PACP). The Engineer reserves the right to refuse any inspection report that does not comply with the PACP program.

#### N. QUALITY CONTROL

Operate a quality control system that will effectively gauge the accuracy of inspection reports produced by the operator.

The Engineer shall be entitled to audit the control system and be present when sewer integrity assessments are being determined for rehabilitated or upgraded pipe. When requested, provide sufficient details and information for such audit assessment. Should any report fail to achieve a margin the Engineer deems satisfactory, the Contractor, without any additional compensation, shall recode and resubmit any data or reports.

### RESTORATION

#### A. General

1. Restore the project site to conditions not less than that existing prior to starting construction unless otherwise required by these specifications.
  - a. Coordinate surface restoration work with the affected private property owners.
  - b. Private property over which the Owner has prior rights (i.e. utility easement, sewer easement) and/or has obtained rights-of-way, licenses and/or agreements from the property owner to allow construction of a sanitary sewer pipeline and appurtenances, shall be restored in conformance with these Contract Documents.
  - c. Restore public property with strict adherence to the requirements of the public body having jurisdiction therein.
  - d. No restoration shall occur until testing is complete and accepted by the Owner's Representative.
  - e. Complete final surface restoration within three weeks of the sewer installation or repair or as directed by the Owner's Representative.

- f. All restoration shall be of the same type and material as existing, must follow all City and State standards and policies and shall be approved by the Engineer before being accepted by the City of Effingham.
- g. All costs associated with restoration shall be included in the contract, and no additional compensation will be made.

## **CURED-IN-PLACE PIPE (CIPP)**

### **A. General**

#### **1. Description**

The Contractor shall utilize the installation of flexible sewer pipe (CIPP in accordance with ASTM F1216 to restore the watertight condition of sanitary sewer lines which would otherwise require various point repairs and/or removal of cross connection. Due to existing alignment conditions in the sewers to be lined, only products meeting ASTM F1216 (Installation by Inversion Method) will be accepted.

### **B. Materials**

#### **1. Cured-in-Place Pipe Material (CIPP)**

The flexible tube material shall be polyester fiber felt tubing lined on one side with polyurethane and fully impregnated with a liquid, thermosetting resin as specified. The polyester felt tubing, including the polyurethane coated felt and the thermosetting resin shall meet manufacturer's standards. The cured pipe shall be a hard impermeable pipe which shall conform to the minimum structural standards applicable including ASTM D-638 for 3,000 psi tensile stress, ASTM D-790 for elasticity. The finished liner shall incorporate thermosetting materials which will withstand the corrosive effects of normal sewage. The Contractor shall provide a written guarantee of his compliance with these standards.

The tube material shall meet the requirements of ASTM F1216, Section 5.1. The resin system shall meet the requirement of ASTM F1216. The chemical resistance requirements shall conform to ASTM F1216, Appendix 2.

#### **2. Sizing of the CIPP**

The CIPP diameter, length and wall thickness shall be appropriate for each designated location. The Contractor shall verify the actual sewer lengths and diameters in the field prior to ordering material and/or cutting the tube to length and sizing the diameter. The Contractor shall verify the proposed CIPP lining thicknesses and submit the associated calculations. The CIPP lining for 8-inch host pipe shall be designed in accordance with the applicable ASTM F1216 provisions for "fully deteriorated gravity pipe conditions." The CIPP lining for other pipe sizes may be designed in accordance with the applicable ASTM F1216 provisions for "partially deteriorated gravity pipe conditions," unless the Engineer has indicated on the Drawings that "fully deteriorated gravity pipe conditions" shall apply based on reviewing the CCTV video. The CIPP lining shall meet the following minimum design conditions, unless the Engineer agrees to their change or as noted on the Drawings:

- a. The tube shall be fabricated to a size that when installed will neatly fit the internal circumference of the sewer designated for CIPP. Allowance for circumferential stretching during insertion shall be made as per manufacturer's standards.
- b. The length of the CIPP shall be that deemed necessary by the Contractor to effectively carry out the insertion and seal at the inlet and outlet points. When cured, the CIPP should extend from end to end of the sewer segment being lined in a continuous tight fitting watertight pipe-within-a-pipe.
- c. AASHTO H-20 Live Load with two trucks passing
- d. Soil elasticity modulus – 1,000 psi
- e. Soil weight with 120 pounds per cubic foot and a coefficient of friction of  $Ku'=0.130r$  shall be used for the installed depths.
- f. The long-term flexural modulus used in the design calculations shall be estimated by multiplying the lowest short-term flexural modulus specified in the ASTM standards by a 0.50 retention factor.
- g. Design safety factor = 2.0
- h. Typical groundwater levels shall be estimated at  $\frac{1}{2}$  the distance between the pipe's invert and the ground surface. If actual groundwater depth information is available from USGS or other sources, it may be used in the calculations. If the sewer is within 50 feet of a creek or other water body or if indicated on Drawings, the groundwater depth used in the calculations should be the maximum depth from the ground surface to the pipe crown.
- i. Service temperature range shall be 40 to 100 degrees F.
- j. Maximum long-term deflection shall be 5 percent.
- k. Minimum pipe ovality shall be 2 percent.
- l. The CIPP lining thickness to be used shall be the largest thickness as determined by calculations for deflection, bending, buckling, and minimum stiffness.
- m. The minimum lining thickness following installation and curing shall be as follows:

Pipe Diameter	Depth of Sewer to Invert (ft)	Minimum Thickness (mm)
6-inch	0 to 20	4.5
8-inch	0 to 20	6.0
10-inch	0 to 20	6.0
12-inch	0 to 12	6.0
12-inch	12.01 to 20	7.5
15-inch	0 to 12	7.5
15-inch	12.01 to 20	9.0

18-inch	0 to 8	7.5
18-inch	8.01 to 12	9.0
18-inch	12.01 to 16	10.5
18-inch	16.01 to 20	12.0
24-inch	0 to 8	7.5
24-inch	8.01 to 12	9.0
24-inch	12.01 to 16	10.5
24-inch	16.01 to 20	12.0

C. Execution

1. General

CIPP installation shall be accomplished by inverting the resin impregnated tube into the existing sanitary sewer pipeline utilizing an inversion standpipe and hydrostatic head. Curing of the CIPP shall be accomplished by circulating hot water/steam to cure the thermosetting resin into a hard impermeable pipe.

2. Preliminary Cleaning and Inspection

- a. Prior to CIPP installation of designated sanitary sewer line segments the Contractor shall remove internal deposits as necessary to assure proper liner installation.
- b. Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles, and service connections by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location and extent of any structural failures, which may prevent proper installation of lining materials into the pipelines and location of service laterals.
- c. It shall be the responsibility of the Contractor to clear the line of obstructions such as solids, roots, dropped joints, protruding branch connections or broken pipe that will prevent the insertion of the liner. If inspection reveals an obstruction not indicated in these specifications that cannot be removed by conventional or heavy cleaning equipment then the Contractor shall notify the Owner. The Owner may authorize an excavation in order to remove such obstruction.

3. Documentation

DVD and a suitable log shall be provided by the Contractor which shall document, to the satisfaction of the Engineer, the condition of the sewer line segment both immediately before and after lining has been installed. The DVD and log shall become the property of the Owner. The Contractor shall review the existing condition of the line and justify to the satisfaction of the Owner any and all point repairs prior to any construction.

4. Flow Bypassing

The Contractor, when required, shall provide for the transfer of flow around the section or sections of pipe that are to be lined. The bypass shall be made by diversion of the flow at an existing upstream access point and pumping the flow in-



to a downstream access point or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. The proposed bypassing system shall be approved in advance by the Owner. All costs associated with bypass pumping shall be part of the contract and no additional compensation will be made.

5. Notification of the Public

The Contractor shall notify all property owners affected by the CIPP installation work at least 48 hours prior to commencement of the work which will temporarily plug the sanitary services of the property owners connected to the sewer line segment being lined.

6. CIPP Installation

- a. The Contractor shall designate a location where the uncured resin in the original containers and the unimpregnated liner will be vacuum impregnated prior to installation. The Contractor shall allow the Owner to inspect the material and 'wet out' procedure. A resin and catalyst compatible with the requirement of this method shall be used. The quantities of liquid thermosetting materials shall be in accordance with the manufacturer's standards to provide the lining thickness specified.
- b. The wet out tube shall be inserted through an existing manhole or other approved access by means of an inversion process and the application of a hydrostatic head sufficient to fully extend the lining to the next designated access point. The impregnated tube shall be inserted into the inversion standpipe with the impermeable plastic membrane side out. At the lower end of the inversion standpipe, the tube shall be turned inside out and attached to inversion standpipe so that a leak proof seal is created. The inversion head will be adjusted to be of sufficient height to invert the liner to the next access point designated and to hold the liner snug to pipe wall and to produce dimples at side connections and flared ends at the entrance and exit access points. The use of lubricant is recommended and if used such lubricant shall be approved by manufacturer's standards. The manufacturer's standards shall be closely followed during the elevated temperature process curing so as not to over stress the felt fiber and cause damage or failure of the liner prior to cure. In certain cases, the Contractor may elect to use a Top Inversion. In this method the tube is pre-inverted to a distance that corresponds to the minimum inversion head and instead of attaching to an elbow at the base of the inversion tube, the liner is attached to a top ring.
- c. After inversion is completed, the Contractor shall supply a suitable heat source and water recirculation equipment. The equipment shall be capable of delivering hot water to the far end of the liner through a hose, which has been perforated per manufacturer's recommendations, to uniformly raise the water temperature in the entire liner above the temperature required to effect a cure of the resin. This temperature shall be determined by the resin/catalyst system employed. The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing heat exchanger circulating water. Thermocouples shall be placed between the tube and the invert at near and far access to determine the

temperature of the tube and time of exotherm. Water temperature in the line during the cure period shall not be less than 150° F as measured at the heat exchanger return line. Initial cure shall be deemed to be completed when inspection of the exposed portions of the liner appears to be hard and sound and the thermocouples indicate that an exotherm has occurred. The cure period shall be of a duration recommended by the resin manufacturer, during which time the recirculation of the water and cycling of the heat exchanger to maintain the temperature in the tube shall be continuous.

- d. The Contractor shall cool the hardened CIPP to a temperature below 100° F before relieving the static head in the inversion standpipe. Cool-down may be accomplished by the introduction of cool water into the inversion tube to replace water being drained from a small hole made in the end of the CIPP at the downstream end. Care shall be taken in the release of the static head such that a vacuum will not be developed that could damage the newly installed CIPP.
- e. The finished CIPP shall be continuous over the entire length of an insertion run and be as free from visual defects such as foreign inclusions, dry spots, pinholes, and delamination. The CIPP shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to the inside of the CIPP. Any defects which will affect, in the foreseeable future, or warranty period, the integrity or strength of the CIPP, shall be repaired at the Contractor's expense, in a manner mutually agreed by the Owner and the Contractor.

7. Completion of CIPP

- a. If due to broken or misaligned pipe at the access point, the CIPP fails to make a tight seal, the Contractor shall apply a seal at that point. The seals shall be of a resin mixture compatible with the CIPP.
- b. After the CIPP has been cured, the Contractor shall reconnect the existing active service connections. Reconnection of service connections shall be accomplished per specification D2-14 Service Connection Repair. Any bypass pumping that is required shall be provided at no additional cost for sewer lines where lining is being performed. Service interruptions to any homes tributary to this sewer line shall not exceed 18 hours.
- c. The watertightness of the CIPP shall be gauged while the tube is curing, and under a positive head. After the work is completed, the Contractor will provide the Owner with a video tape showing both the before and after CIPP conditions including the restored connections. Upon completion of the installation work after required testing indicates the CIPP is acceptable, the Contractor shall reinstate the project area affected by his operation and perform any surface restoration in accordance with these Specifications.

8. Manhole Connections

All cracked or deteriorated material shall be removed from the area to be sealed. Thoroughly plug the annular space between the liner and the host pipe with resin

used to impregnate the liner. Finish grout smooth and flush with the interior manhole wall surface and make watertight with non-shrink grout.

9. Testing Repaired Sanitary Sewer Lines

Testing of sanitary sewer lines for watertightness following installation of CIPP shall be televised and dyed water flooded as directed by the Owner.

D. Measurement and Payment

1. CIPP

Payment shall be made at the Contract Unit Price as indicated on the Bid Schedule. The price shall be payment in full for providing all materials, labor and equipment to install the lining system, excavation, backfill, surface restoration, temporary surface restoration, testing, final surface and internal television inspection before and after CIPP.

2. Manhole Connections

No contract prices are established for connections at manholes, but shall be considered subsidiary to the cost of the CIPP.

3. Unit price for CIPP shall be eligible for 80 percent payment after repair is made. An additional 20 percent is eligible for payment after testing is complete.

E. Warranties

1. Contractor shall provide to Owner a one-year non-conditional warranty on all work.

2. Warranty period shall begin after final acceptance of work by owner.

**POST-REHABILITATION SANITARY SEWER CCTV INSPECTION**

A. General

1. Description

The Contractor shall perform all sewer line closed circuit television (CCTV) inspection work after the CIPP, rehabilitation or pipe replacement for the mainline and any lateral replacement or relining has been performed.

The contractor shall provide DVD inspections weekly during the CIPP installations.

All CCTV inspections after the CIPP lining has been completed shall follow the specifications for found in these Contract Documents.

## SECTION 00700- GENERAL CONDITIONS

### DEFINITIONS AND TERMINOLOGY

#### CONTRACT DOCUMENTS:

The Contract Documents establish the rights and obligations of the parties and shall consist of the documents making up the Project Specifications.

If these General Conditions herein are found to be in conflict with the City of Effingham's Bidding and Contracting Requirements, the latter shall prevail.

Reports and drawings of subsurface and physical conditions and approved Submittals by Contractor are not Contract Documents.

Only printed or hard copies of items listed in Agreement are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by Owner to Contractor are not Contract Documents.

#### DEFINITIONS:

Wherever used in these General Conditions or elsewhere in the Contract Documents, the following terms have the meanings indicated below, which are applicable to both the singular and plural thereof:

"Addenda" - written or graphic changes or interpretations of the Contract Documents approved by Owner and issued by Engineer prior to the opening of Bids.

"Agreement" - the written agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

"Application for Payment" - the form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress and final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

"Asbestos" - any material that contains more than 1% asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

"Bid" - the formal offer of the Bidder submitted on the prescribed Bid Form together with the required Bid security and all information submitted with the Bid that pertains to performance of the Work.

"Bidder" - any person, firm, or corporation submitting a Bid for the Work or their duly authorized representatives.

"Change Order" - a written document approved by Owner authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued on or after execution of the Agreement.

"Contract Drawings" - drawings and other data designated as Contract Drawings prepared by Engineer for this Contract which show the character and scope of the Work to be performed and are referred to in the Contract Documents.

"Contract Price" - the total monies payable to Contractor under the Contract Documents as stated in the Agreement.

"Contract Times" - the number of days or the dates stated in the Agreement to:

(i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendations of final payment.

“Contractor” - the person, firm or corporation with whom Owner has entered into the Agreement.

“Date of Contract”, “Effective Date of the Agreement” - the date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

“Engineer” or “Engineer-Architect” - Architect, engineer, or other licensed professional who is either employed by or has contracted with Owner to serve in a design capacity and whose consultants, members, partners, employees, or agents have prepared and sealed the Drawings and Specifications.

“Engineer’s Consultant” - an individual or entity having a contract with Engineer to furnish services as Engineer’s independent professional associate or consultant with respect to the Project.

“Equipment” - a product with operational or non-operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.

“Field Order” - a written order issued by an Engineer which orders minor changes in the Work in accordance with Paragraph 9.05 but which does not involve a change in the Contract Price or the Contract Times.

“General Requirements” - Sections of DIVISION 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

“Hazardous Waste” - the term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

“Law” - law of the place of the Project which shall govern the performance hereunder.

“Laws and Regulations,” “Laws or Regulations” - laws, rules, regulations, ordinances, codes and/or orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

“Lien” - charges, security interests, or encumbrances on Project funds, real property, or personal property.

“Materials” - products substantially shaped, cut, worked, mixed, finished, refined, or otherwise fabricated, processed, or installed to form a part of the Work.

“Notice of Award” - the written notice by Owner to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the condition’s precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.

“Notice to Proceed” - the 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 Contractor’s obligation under the Contract Documents.

“Owner” - the City of Effingham Illinois, a constitutionally chartered municipal corporation, with which the Contractor has entered into the Agreement and for whom the Work is to be provided.

“Partial Utilization” - placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion of all the Work.

“PCBs” - Polychlorinated biphenyls.

“Petroleum” - petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60o Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

"Project" - the total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

"Project Manual" - The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

"Radioactive Material" - source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 2054 (42 USC Section 2011 et seq.) as amended from time to time.

"Resident Project Representative" - the authorized representative of Engineer who is assigned to the construction Site or any part thereof.

"Reference Drawings" - drawings not specifically prepared for, nor a part of, this Contract, but which contain information pertinent to the Work.

"Samples" - physical examples of Equipment, Materials, or workmanship that are representative of some portion of the Work, and which establish the standards by which such portion of the Work will be judged.

"Shop Drawings" - all drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

"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 for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

"Specifications" - those portions of the Contract Documents consisting of written technical descriptions of the Work, and covering the Equipment, Materials, workmanship, and certain administrative details applicable thereto.

"Subcontractor" - an individual, firm, or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

"Submittals" - all Shop Drawings, product data, and Samples which are prepared by Contractor, a Subcontractor, manufacturer, or Supplier, and submitted by Contractor to Engineer as a basis for approval by Engineer of the use of Equipment and Materials proposed for incorporation in the Work or needed to describe proper installation, operation and maintenance, or technical properties.

"Substantial Completion" - the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by his definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be used for the purposes for which it was intended.

"Supplementary Conditions" - part of the Contract Documents which, if present, amends and/or supplements these General Conditions.

"Supplier" - a manufacturer, fabricator, supplier, distributor, material man, or vendor.

"Underground Facilities" - all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.

"Unit Price Work" - Work to be paid on the basis of Unit Prices.

"Work" - the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. The work is the result of performing services, the furnishing of Bonds and insurance,

furnishing labor, and furnishing and incorporating Materials and Equipment into the construction, all as required by the Contract Documents.

"Work Change Directive" - a written directive to Contractor, issued on or after the effective Date of the Agreement and signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times

"Written Amendment" - a written amendment to the Contract Documents, signed by Owner and Contractor on or after the Effective Date of the Agreement, and normally dealing with the non-engineering or non-technical rather than strictly Work-related aspects of the Contract Documents.

#### TERMINOLOGY:

Whenever used in these General Conditions or elsewhere in the Contract Documents, the following terminology shall have the intent and meaning specified below:

The terms "responsible" or "responsibility" mean that the party to which the term applies shall assume all responsibilities thereto.

The term "approve", when used in response to Submittals, requests, applications, inquiries, reports and claims by Contractor, will be held to limitations of Engineer's responsibilities and duties, or specified in these General Conditions. In no case will "approval" by Engineer or Owner be interpreted as a release of Contractor from responsibilities to fulfill requirements of Contract Documents.

When applied to Equipment and Materials, the words "furnish", "install", and "provide" shall mean the following:

The word "provide" shall mean to furnish, pay for, deliver, assemble, install, adjust, clean, and otherwise make Materials and Equipment fit for their intended use.

The word "furnish" shall mean to secure, pay for, deliver to Site, unload, and uncrate Equipment and Materials.

The word "install" shall mean to assemble, place in position, incorporate in the Work, adjust, clean, and make fit for use.

The phrase "furnish and install" shall be equivalent to the word "provide."

The word "day" shall constitute a calendar day of twenty-four hours measured from midnight to the next midnight.

#### AVAILABILITY OF LANDS:

Owner shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by Owner, unless otherwise provided in the Contract Documents.

If Contractor believes that any delay in Owner's furnishing these lands, rights-of-way, or easements entitles Contractor to an extension of the Contract Times, Contractor may make a claim.

Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Contractor shall confine his operations to the construction limits indicated.

Easements and side letters are attached to these specifications and all conditions set forth are binding upon the Contractor.

#### UNFORESEEN SUBSURFACE CONDITIONS:

Contractor shall promptly notify Owner and Engineer in writing of any subsurface or latent physical conditions encountered at the Site which differ materially from those specified or indicated, or which could be reasonably interpreted from examination of the Site and available subsurface information at the time of bidding.

Engineer will promptly investigate those conditions and advise Owner if further surveys or subsurface tests are necessary. Promptly thereafter, Engineer will obtain the necessary additional surveys and tests and furnish copies of results to Contractor, and Owner.

If Engineer finds that the subsurface or latent physical conditions encountered at the Site differ materially from those specified or indicated, or which could have been reasonably interpreted from examination of the Site and available subsurface information at the time of bidding, then a Change Order will be issued by the Owner incorporating the necessary revisions.

#### PHYSICAL CONDITIONS - UNDERGROUND FACILITIES:

Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided: Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and, Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the Contract Documents and which Contractor could not reasonably have been expected to be aware of, Contractor shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency), identify the owner of such Underground Facility and give written notice thereof to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility. Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which Contractor could not



reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, Contractor may make a claim.

## CONTRACTOR'S RESPONSIBILITIES

### SUPERVISION AND SUPERINTENDENCE:

Contractor shall supervise 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 and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, but Contractor shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

When manufacturer's field services in connection with the erection, installation, start-up, or testing of Equipment furnished under this Contract, or instruction of Owner's personnel thereon are specified, Contractor shall keep on the Work, during its progress or as specified, competent manufacturer's field representatives and any necessary assistants.

### LABOR, EQUIPMENT, AND MATERIALS:

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. Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without Owner's written consent given after prior written notice to Engineer.

Unless otherwise specified in the General Requirements, Contractor shall furnish and assume full responsibility for all Equipment and Materials, 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 furnishing, performance, testing, start-up, and completion of the Work.

All Equipment and Materials shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Engineer, Contractor shall furnish to Owner satisfactory evidence (including reports of required tests) as to the kind and quality of Equipment and Materials. All Equipment and Materials shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to

Engineer or any of Engineer's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility.

All Equipment and Materials incorporated in the Work shall be designed to meet the applicable safety standards of federal, state, and local Laws and Regulations.

Domestic Product Procurement: Not Applicable.

#### ADJUSTING PROGRESS SCHEDULE:

Contractor shall submit to Owner for acceptance adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

#### SUBSTITUTES OR "OR-EQUAL" ITEMS:

Whenever an item of Equipment or Material is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description 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 or no substitute is permitted, other items of Equipment or Material of other Suppliers may be submitted by Contractor to Owner for review under the circumstances described below.

##### "Or-Equal" Items:

If in Engineer's sole discretion an item of Equipment or Material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. A proposed item of Equipment or Material will be considered functionally equal to an item so named if: In the exercise of reasonable judgment Engineer determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and; Contractor certifies that: (i) there is no increase in cost to Owner; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

##### Substitute Items:

If in Owner's sole discretion an item of Equipment or Material proposed by Contractor does not qualify as an "or-equal" item it will be considered a proposed substitute item. Contractor shall submit sufficient information as provided below to allow Owner to determine, after consultation with Engineer, that the item of Equipment or Material proposed is essentially equivalent to that named and an acceptable substitute therefore. Requests for review of proposed substitute items of Equipment or Materials will not be accepted by Owner from anyone other than Contractor.

The procedure for review by Owner may be supplemented in the General Requirements and as Owner may decide is appropriate under the circumstances.

Contractor shall first make written application to Owner for review of a proposed substitute item of Equipment or Material that Contractor seeks to furnish or use. The

application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time; whether or not 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 work on the Project) to adapt the design to the proposed substitute item; and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by Owner in evaluating the proposed substitute item. Owner may require Contractor to furnish additional data about the proposed substitute item.

If a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or use a substitute means, method, sequence, technique, or procedure of construction acceptable to Owner and Engineer, if Contractor submits sufficient information to allow Owner to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents.

Owner will be allowed a reasonable time within which to evaluate each proposed substitute or "or-equal" item. Owner will be the sole judge of acceptability, and no substitute or "or-equal" will be ordered, installed, or used until Owner's review is complete, which will be evidenced by either (i) a Change Order for a substitute, or (ii) an approved Submittal for an "or-equal." Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Owner will record time required by Engineer, and Engineer's Consultants in evaluating substitute proposed or submitted by Contractor and in making changes in the Contract Documents or in the provisions of any other direct contract with Owner for work on the Project occasioned thereby. Whether or not Owner approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer, and Engineer's Consultants for evaluating each such proposed substitute.

#### CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS:

Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner and Engineer whether initially or as a substitute, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.

If the Contract Documents require the identity of certain Subcontractors, Suppliers, or other persons or organizations (including those who are to furnish the principal items of Equipment and Materials) to be submitted to Owner within the required time after Bid opening prior to the Effective Date of the Agreement for acceptance by Owner and if Contractor has submitted a list thereof, Owner's acceptance (either in writing or by failing to make written objection thereto) of any such Subcontractor, Supplier, or other person

or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner or Engineer of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner to reject defective Work.

Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other person or organization, nor shall it create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other person or organization except as may otherwise be required by Laws and Regulations.

All Work performed for Contractor by a Subcontractor will be pursuant to an appropriate agreement between Contractor and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of Owner, Engineer and Contractor shall pay each Subcontractor a just share of any insurance moneys received by Contractor on account of losses under policies issued.

#### PERMITS:

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 opening of Bids. Contractor shall pay all charges of utility owners for connections to the Work, and Owner shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

#### TAXES:

Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid or withheld by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### USE OF PREMISES:

Contractor shall confine construction equipment, the storage of Equipment and Materials, and the operations of workers to the Project Site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits, and easements, and shall not unreasonably encumber the premises with construction equipment or other equipment and materials. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against Owner or Engineer by any such owner or occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at Law. Contractor shall, to the fullest extent

permitted by Laws and Regulations, indemnify and hold Owner and Engineer harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals, and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against Owner or Engineer to the extent based on a claim arising out of Contractor's performance of the Work.

During the progress of the Work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the Site clean and ready for occupancy by Owner. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

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 property to stresses or pressures that will endanger it.

#### RECORD DOCUMENTS:

Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Test Records, Field Orders, and written interpretations and clarifications in good order and annotated to show all changes made during construction. These recorded documents together with all approved Samples and a counterpart of all approved Submittals shall be available to Owner and Engineer for reference. Upon completion of the Work, these record documents and Submittals shall be delivered to Owner.

Receipt and acceptance of record documents will be a prerequisite for final payment on the Contract.

#### SAFETY AND PROTECTION:

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- All employees on the Work and other persons and organizations who may be affected thereby;
- All the Work and Materials and Equipment to be incorporated therein, whether in storage on or off the Site; and
- Other property at the Site or adjacent thereto, including trees shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their

property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner, Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor). Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Owner has issued a notice to Contractor in accordance with Paragraph 14.09A that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

Contractor shall designate a responsible representative at the Site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Owner.

#### EMERGENCIES:

In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or Owner, is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order will be issued to document the consequences of the changes or variations.

#### SUBMITTALS:

After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, Contractor shall submit to Engineer for review and acceptance, in accordance with the accepted schedule of submissions, copies of Submittals which will bear the required information that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Engineer may require. The data shown on Submittals will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to enable Engineer to review the information as required.

Before submission of each Submittal, Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each Submittal with other Submittals and with the requirements of the Work and the Contract Documents.

At the time of each submission, Contractor shall give Owner specific written notice of each variation that the Submittal may have from the requirements of the Contract Documents, and in addition, shall cause a specific notation to be made on each Submittal submitted to Owner for review and approval by Engineer of each such variation.

Engineer will review Submittals with reasonable promptness, but Engineer's review and acceptance will be only for conformance with the design concept of the Project and for

compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences, or procedures of construction (except where a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by Engineer, and shall return the required number of corrected copies of Submittals and resubmit as required for review and acceptance. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

Engineer's review and acceptance of Submittals shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents. Contractor shall in writing call Owner's and Engineer's attention to each and every variation at the time of submission. Engineer will show acceptance of each such variation by a specific written notation thereof incorporated in or accompanying the Submittal. Acceptance by Engineer shall not relieve Contractor from responsibility for errors or omissions in the Submittals.

Where a Submittal is required by the Specifications, any related Work performed prior to Engineer's review and acceptance of the pertinent submission will be the sole expense and responsibility of Contractor.

#### CONTINUING THE WORK:

Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with Engineer or Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted, or as Contractor and Owner may otherwise agree in writing.

#### INDEMNIFICATION:

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, damages, losses and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense:

Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, supplier, any person, or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Laws and Regulations regardless of the negligence of any such party.

In any and all claims against Owner or Engineer or any of their consultants, agents, or employees by any employee of Contractor, any Subcontractor, supplier, any person, or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation 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 or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

The obligations of Contractor shall not extend to the liability of Engineer, Engineer's Consultants, agents, or employees arising out of:

The preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or specifications.

The giving of or the failure to give communications by Owner, Engineer, their agents, or employees provided such giving or failure to give is the primary cause of injury or damage.

If necessary for enforcement of any indemnification and hold harmless requirement herein, or if applicable law requires the Contractor to obtain specified limits of insurance to insure any indemnity obligation; then Contractor shall obtain such applicable coverage with minimum limits required, the cost to be recovered and included in the Contract Price, and any indemnity attributable to the negligence of any indemnified party shall be limited to such insurance.

## OTHER WORK

### RELATED WORK AT SITE:

Owner may perform other work related to the Project at the Site by Owner's own forces, have other work performed by utility owners, or let other direct contracts therefore which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work; and, if Contractor believes that such performance will involve additional expense to Contractor or requires additional time and the parties are unable to agree as to the extent thereof, Contractor may make a claim.

Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs; Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Owner and the others whose work will be affected.

If any part of Contractor's Work depends for proper execution or results upon the work of any such other contractor or utility owner or Owner, Contractor shall inspect and promptly report to Owner in writing any delays, defects, or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure so to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work except for latent or nonapparent defects and deficiencies in the other work.

### COORDINATION:

If Owner contracts with others for the performance of other work on the Project at the Site, the person or organization who will have authority and responsibility for



coordination of the activities among the various prime contractors will be identified in the General Requirements, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided.

## OWNER'S RESPONSIBILITIES

### REQUIRED DATA:

Owner shall furnish the data required of Owner under the Contract Documents promptly and shall make payments to Contractor promptly after they are due.

### LANDS AND EASEMENTS:

Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points.

### CHANGE ORDERS:

Owner is obligated to execute Change Orders as needed.

### INSPECTIONS AND TESTS:

Owner's responsibility in respect of certain inspections, tests and approvals will be done as the owner deems necessary.

### STOPPING THE WORK:

In connection with Owner's right to stop Work or suspend Work, deals with Owner's right to terminate services of Contractor under certain circumstances.

### LIMITATIONS ON OWNER'S RESPONSIBILITIES:

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.

## ENGINEER'S STATUS DURING CONSTRUCTION

### OWNER'S REPRESENTATIVE:

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 Documents and shall not be extended without written consent of Owner and Engineer.

### VISITS TO SITE:

Engineer will make visits to the Site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine,

in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous on-Site inspections 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 to the Contract Documents. On the basis of such visits and on-Site observations as an experienced and qualified design professional, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defects and deficiencies in the Work.

#### PROJECT REPRESENTATION:

Engineer will furnish Resident Project Representative and assistants to assist Owner and Engineer in providing more extensive observation of the Work. Communications pertaining to Submittals, written interpretations, and Change Orders shall be directed to Owner and Engineer through the Resident Project Representative. Communications pertaining to day-to-day operations at the Site shall be directed to Resident Project Representative. Resident Project Representative and his assistants will conduct observations of the Work in progress to assist Owner and Engineer in determining that the Work is proceeding in accordance with the Contract Documents. Resident Project Representative will not have authority to permit any deviation from the Contract Documents, except with concurrence of Owner and Engineer.

#### CLARIFICATIONS AND INTERPRETATIONS:

Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Times and the parties are unable to agree to the amount or extent thereof, Contractor may make a claim.

#### AUTHORIZED VARIATIONS IN WORK:

Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner, and also on Contractor who shall perform the Work involved promptly.

#### REJECTING DEFECTIVE WORK:

Engineer will have authority to disapprove or reject Work which Engineer believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.05B, whether or not the Work is fabricated, installed, or completed.

Resident Project Representative will have authority, subject to final decision of Engineer, to disapprove or reject any defective workmanship, Equipment, or Material.

#### DETERMINATIONS FOR UNIT PRICES:

Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Quantities and classifications will be approved by Owner. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon to the Owner. Owner will provide approval of an Application for Payment or return Application to Engineer for further review.

Owner's written decisions thereon will be final and binding upon Contractor, unless, within ten days after the date of any such decision, either Owner or Contractor delivers to the other party to the Agreement written notice of intention to appeal such a decision.

#### DECISIONS ON DISPUTES:

Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims in respect of changes in the Contract Price or Contract Times will be referred to Owner in writing with a request for a formal decision in accordance with this Paragraph, which Owner will render in writing within a reasonable time. Written notice of each such claim, dispute, and other matter will be delivered by the claimant to Owner and the other party to the Agreement promptly (but in no event later than 30 days) after the occurrence of the event giving rise thereto, and written supporting data shall be delivered to Owner and the other party within 60 days after such occurrence unless Owner allows an additional period of time to ascertain more accurate data in support of the claim. Owner will request written review by Engineer of claims, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents.

#### LIMITATIONS ON ENGINEER'S RESPONSIBILITIES:

Neither Engineer's authority to act nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to Contractor, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

Whenever in the Contract Documents the terms "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility.

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 or furnish the Work in accordance with the Contract Documents.

Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

The presence or absence of Engineer, or any of its representatives will not act to relieve Contractor of any responsibility or of any guarantee of his performance. Neither will observation by Engineer or any of its representatives in any way be understood to relieve Contractor of any responsibility for proper supervision of the Work at all times.

Review by Engineer 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 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.

The limitations upon authority and responsibility shall also apply to Engineer's Consultants, Resident Project Representative, and assistants

## CHANGES IN THE WORK

### GENERAL:

Without invalidating the Agreement and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document authorized, Contractor shall promptly proceed with the Work involved which shall be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

If Owner and Contractor are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or a shortening of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made.

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, and supplemented except in the case of an emergency and except in the case of uncovering Work.

Owner and Contractor shall execute appropriate Change Orders (or Written Amendments) covering:  
Changes in the Work which are ordered by Owner are required because of acceptance of defective Work or are agreed to by the parties;  
Changes in the Contract Price or Contract Times which are agreed to by the parties; and

Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Owner pursuant to Paragraph 9.09A, provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the progress schedule.

If notice 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) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Contractor's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

## CHANGE OF CONTRACT PRICE

### GENERAL:

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order or a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to Owner promptly (but in no event later than thirty (30) days after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty (60) days after such occurrence (unless Owner allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct and indirect) to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

Where the Work involved is covered by Unit Prices contained in the Contract Documents, by application of Unit Prices to the quantities of the items involved

By mutual acceptance of a lump sum (which may include an allowance for overhead and profit.

On the basis of the Cost of the Work plus a Contractor's Fee for overhead and profit.

### CONTRACTOR'S FEE:

The Contractor's Fee allowed to Contractor for overhead and profit shall be determined as follows:

A mutually acceptable fixed fee; or if none can be agreed upon,

A fee based on the following percentages of the various portions of the Cost of the Work:

The Contractor's Fee shall not exceed fifteen (15) percent for payroll costs and the cost of materials and equipment.

The Contractor's Fee shall not exceed five (5) percent on the work performed by Subcontractors and if a Subcontract is on the basis of Cost-of-Work plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed fifteen (15) percent:

The amount of credit to be allowed by Contractor to City of Effingham for any such change which results in a net decrease in cost, will be the amount of the actual net decrease plus a deduction in Contractor's Fee.

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.

Whenever the cost of any Work is to be determined, Contractor will submit in form acceptable to Owner an itemized cost breakdown together with supporting data.

#### CASH ALLOWANCES:

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 done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to Owner. Contractor agrees that:

The allowances include the cost to Contractor (less any applicable trade discounts) of Equipment and Materials required by the allowances to be delivered at the Site, and all applicable taxes; and Contractor's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the allowances.

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.

#### UNIT PRICE WORK:

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 established Unit Prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. 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. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer.

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.

Where the quantity of any item of Unit Price Work performed by Contractor exceeds the estimated quantity of such item indicated in the Agreement by twenty-five percent or more and there is no corresponding adjustment with respect to any other item of Work and if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may make a claim for an increase in the Contract Price if the parties are unable to agree as to the amount of any such increase.

#### RIGHT OF AUDIT:

Owner shall have the right to inspect and audit all of Contractor's books, records, correspondence, instructions, drawings, receipts, payment records, vouchers, and memoranda relating to the Work, and Contractor shall preserve all such records and supporting documentation for a period of three years after date of Final Payment. Contractor hereby grants to Owner the authority to enter Contractor's premises for the purpose of inspection of such records and supporting documentation or, at Contractor's option, Contractor may make such records and supporting documentation available to Owner at a location satisfactory to Owner.

All of the records and supporting documentation shall be open to inspection and subject to audit and reproduction by Owner or its authorized representative for any and all purposes, including but not limited to (i) compliance with the Contract Documents; (ii) proper pricing of Change Orders; and (iii) claims submitted by or against Contractor or any Subcontractor or Supplier in connection with any performance under the Contract Documents.

#### CHANGE OF CONTRACT TIMES

##### GENERAL:

The Contract Times may only be changed by a Change Order or a Written Amendment. Contractor, in undertaking to complete the Work within the Contract Times, shall take into consideration and make allowances for all of the ordinary delays and hindrances incident to such Work, whether growing out of delays in securing equipment or materials or workmen or otherwise.

Adjustments to the Contract Times will be made for delays in completion of the Work from causes beyond Contractor's control, including the following:

Federal embargoes, priority orders, or other restrictions imposed by the United States Government.

Unusual delay in fabrication or shipment of Equipment or Materials required in the Work, whether ordered by Contractor or furnished by Owner or others under separate contract.

Strikes and other labor disputes.

Delays caused by court proceedings.

Change Orders.

Neglect, delay, or default of any other contractor employed by Owner.

Unusual construction delays resulting from weather conditions abnormal to the geographical area and to the season of the year such as above normal continuous days of precipitation, above normal amount of precipitation within a 24 hour period, or above normal days of extreme cold or hot temperature conditions affecting installation / application due to manufacturers or specifications limitations. These conditions will not be cause for extensions of time if abnormal weather conditions do not affect the stage of construction. All claims for extension of time due to

abnormal weather conditions must be substantiated with evidence from a weather bureau or other authoritative source. Weather conditions normal to the geographical area and to the season of the year shall be taken into consideration in the Bid. Normal conditions shall be defined as the average number of days, amounts, or both over a 5-year period averaged per season.

Conflicts, errors or discrepancies in the Contract Documents reported to Owner or Engineer as provided in these General Conditions.

Any failure or delay by Contractor in supplying equipment, materials, work, or services that are Year 2000 compliant or failure or delay by Contractor's Subcontractors or Suppliers in providing equipment, materials, work, or services as a result of Subcontractors' or Suppliers' lack of Year 2000 compliance in their own operations, systems, or processes used to provide or deliver equipment, material, work, or services shall not be considered to be caused by events beyond Contractor's control. Such Year 2000 compliance problems shall not constitute a basis for delay in completion of the Work, adjustment to the Contract Times, or an excuse for Contract nonperformance.

Owner shall award extensions of the Contract Times on account of such causes of delay, provided that adequate evidence is presented to enable Owner to determine with exactness the extent and duration of delay for each item involved.

No extension to the Contract Times will be granted for delays involving only portions of the Work, or which do not directly affect the time required for completion of the entire Work.

Any claim for an extension to the Contract Times shall be delivered in writing to Owner within ten days of the occurrence of the event giving rise to the claim. All claims for adjustment to the Contract Times will be determined by Owner and Contractor. Any change to the Contract Times resulting from any such claim will be incorporated in a Change Order or a Written Amendment.

All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs) for delay by either party.

#### WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

##### WARRANTY AND GUARANTEE:

Contractor warrants and guarantees to Owner and Engineer that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted.

No provision in the Contract Documents nor any specified guarantee time limit shall be held to limit Contractor's liability for defects to less than the legal limit of liability in accordance with the Law.

All Equipment and Materials furnished by Contractor for the Work shall carry a written guarantee from the manufacturer or Supplier of such items when called for in the Specifications. Written guarantees shall be submitted to Owner with other Submittals.



#### ACCESS TO THE WORK:

Engineer and Engineer's representatives, Owner and Owner representatives, testing agencies, and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide proper and safe conditions for such access.

#### TESTS AND INSPECTIONS:

Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel.

Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except: for inspections, tests, or approvals that costs incurred in connections with tests or inspections shall be paid as otherwise specifically provided in the Contract Documents.

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested, or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith, and furnish Owner the required certificates of inspection, testing, or approval.

Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with Owner's or Engineer's acceptance of a Supplier of Materials or Equipment proposed to be incorporated in the Work, or of Materials or Equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to Owner and Contractor (or by Engineer if so specified).

If any Work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

Neither observations by Owner or Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

#### UNCOVERING WORK:

If any Work is covered contrary to the written request of Owner or Engineer, it shall, if requested by Owner or Engineer, be uncovered for Owner's or Engineer's observation and replaced at Contractor's expense.

If Owner or Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Owner's or Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Owner or Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is

defective, Contractor shall bear all direct, indirect, and consequential costs of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals); and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim. If, however, such 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, and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, Contractor may make a claim.

#### ONE-YEAR CORRECTION PERIOD:

If within one year after the Date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or 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, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or, if it has been rejected by Owner, remove it from the Site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by Contractor. 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 or by Written Amendment.

#### ACCEPTANCE OF DEFECTIVE WORK:

If, instead of requiring correction or removal and replacement of defective Work, Owner and, prior to Engineer's recommendation of final payment, also Engineer prefers to accept it, Owner may do so. Contractor shall bear all direct and indirect costs attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Owner as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys, and other professionals). If any such acceptance occurs prior to Owner's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may make a claim. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

#### OWNER MAY CORRECT DEFECTIVE WORK:

If Contractor fails within a reasonable time after written notice of Owner or Engineer to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Owner or 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, Owner may, after seven days' written notice to Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this Paragraph, Owner shall proceed expeditiously.

To the extent necessary to complete corrective and 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, take possession of Contractor's tools, appliances, construction equipment, and machinery at the Site and incorporate in the Work all Equipment and Materials 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 such access to the Site as may be necessary to enable Owner to exercise the rights and remedies under this Paragraph.

All direct, indirect, and consequential costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Owner, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may make a claim. Such direct, indirect, and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs, and all costs of repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

Contractor shall not be allowed an extension of the Contract Times because of any delay in performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

## PAYMENTS TO CONTRACTOR AND COMPLETION

### SCHEDULE OF VALUES:

The schedule of values established 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.

### APPLICATION FOR PROGRESS PAYMENT:

Not later than the 15th day of each month, or on the next business day thereafter, (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.

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.

If payment is requested on the basis of Equipment and Materials 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 Equipment and Materials free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence

that the Equipment and Materials are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which will be satisfactory to Owner.

The amount of retainage with respect to progress payments will be as stipulated in the City of Effingham Bidding and Contracting Requirements.

CONTRACTOR'S WARRANTY OF TITLE:

Contractor warrants and guarantees that title to all Work, Materials, and Equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

REVIEW OF APPLICATION FOR PROGRESS PAYMENT:

Owner will, within seven days after receipt of each Application For Payment, either indicate in writing a recommendation of payment, or return the Application to Contractor indicating in writing Owner's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application. After the required internal reviews and processing by the Owner, the Owner will diligently proceed to make payment to the Contractor, in accordance with the approved payment request, within 30 days. All efforts will be made to make payments within the 30 day period, but the Owner cannot guarantee the 30 days maximum time.

Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Owner, based on Owner's and Engineer's on-Site observations of the Work in progress as experienced and qualified design professionals and on Owner's and Engineer's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of Owner's and Engineer's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.08, and to any other qualifications stated in the recommendation); and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment, Owner will not thereby be deemed to have represented that exhaustive or continuous on-Site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Owner in the Contract Documents, or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or Owner to withhold payment to Contractor.

Engineer's recommendation of final payment will constitute an additional representation by Engineer that the conditions precedent to Contractor's being entitled to final payment have been fulfilled.

Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make such representations to Engineer. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such

extent as may be necessary in Owner's opinion to protect Owner from loss because:

The Work is defective, or completed Work has been damaged requiring correction or replacement.

Written claims have been made against Owner or Liens have been filed in connection with the Work.

The Contract Price has been reduced by Written Amendment or Change Order

Owner has been required to correct defective Work or complete Work, Of Owner's actual knowledge of the occurrence of any of the events.

Of Contractor's unsatisfactory prosecution of the Work in accordance with the Contract Documents.

Contractor's failure to make payment to Subcontractors, or for labor, Materials, or Equipment, or

Owner shall not certify payments requesting more than eighty (80) percent of the Contract amount until such time as all operation, maintenance, repair, and replacement manuals, and product data has been furnished by the Contractor to the Owner.

Owner may refuse to make payment of the full amount because claims have been made against Owner on account of Contractor's performance of furnishing of the Work, or Liens have been filed in connection with the Work, or there are other items entitling Owner to a set-off against the amount recommended, but Owner must give Contractor immediate written notice stating the reasons for such action.

When all grounds for withholding payment are removed, payment will be made in the amounts withheld because of them.

#### SUBSTANTIAL COMPLETION:

When Contractor considers the entire Work ready for its intended use, Contractor shall notify owner.

#### PARTIAL UTILIZATION:

Use by Owner of any finished 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 useable part of the Work that can be used by Owner without significant interference with Contractor's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

Owner at any time may request Contractor in writing to permit Owner to use any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If Contractor agrees, Contractor will certify to Owner and Engineer that said part of the Work is substantially complete and request Owner to issue a certificate of Substantial Completion for that part of the Work.

Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Owner to issue a certificate of Substantial Completion for that part of the Work. 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 therefore. If Engineer considers that part of the Work to be substantially complete, 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.

Owner may at any time request Contractor in writing to permit Owner to take over operation of any such part of the Work although it is not substantially complete. Within a reasonable time thereafter, Owner, Contractor and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to Owner that such part of the Work is not ready for separate operation by Owner, Owner will finalize the list of items to be completed or corrected and will deliver such list to Contractor together with a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work, which will become binding upon Owner and Contractor at the time when Owner takes over such operation. During such operation and prior to Substantial Completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.

No occupancy or separate operation of part of the Work will be accomplished prior to compliance in respect of property insurance.

#### FINAL INSPECTION:

Upon written notice from Contractor that the Work or an agreed portion thereof is complete, Engineer will make a final inspection with Owner and Contractor and Owner will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

#### FINAL APPLICATION FOR PAYMENT:

After Contractor has completed all such corrections to the satisfaction of Owner and Engineer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents, and other documents - all as required by the Contract Documents, and after Owner has indicated that the Work is acceptable, Contractor may make application for final payment following the procedure for progress payments.

The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by Owner, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, Material, and Equipment for which a Lien could be filed, and that all payrolls, Equipment and Material bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, Contractor may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

### FINAL PAYMENT AND ACCEPTANCE:

If, on the basis of Owner's and Engineer's observation of the Work during construction and final inspection, and Owner's review of the final Application for Payment and accompanying documentation -- all as required by the Contract Documents, Owner is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Owner will give written notice to Contractor that the Work is acceptable. Otherwise, Owner will return the Application 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. Thirty days after presentation to Owner of the Application and accompanying documentation, in appropriate form and substance, and with Owner's recommendation and notice of acceptability, the amount recommended by Owner will become due and will be paid to Contractor.

If, through no fault of Contractor, final completion of the Work is significantly delayed and if Owner and Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. The written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Owner with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

The Final Pay Estimate will include all sums remaining to be paid.

### CONTRACTOR'S CONTINUING OBLIGATION:

Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by Owner, nor the issuance of a certificate of Substantial Completion, nor any payment by Owner to Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by Owner, nor any act of acceptance by Owner nor any failure to do so, nor any review and approval of a Submittal, nor the issuance of a notice of acceptability by Owner, nor any correction of defective Work by Owner will constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents.

### WAIVER OF CLAIMS:

The making and acceptance of final payment will constitute:

A waiver of all claims by Owner against Contractor, except claims arising from unsettled Liens, from defective work appearing after final inspection, or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by Owner of any rights in respect of Contractor's continuing obligations under the Contract Documents; and

A waiver of all claims by Contractor against Owner other than those previously made in writing and still unsettled.

### CONTRACTOR MAY STOP WORK OR TERMINATE:

If, through no act or fault of Contractor, the Work is suspended for a period of more than 90 days by Owner or under an order of court or other public authority, or Owner fails to

act on any Application for Payment within 30 days after it is submitted, or Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon ten days' written notice to Owner and Engineer, terminate the Agreement and recover from Owner payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if Owner has failed to act on an Application for Payment or Owner has failed to make any payment as aforesaid, Contractor may upon ten days' written notice to Owner stop the Work until payment of all amounts then due. The provisions of this Paragraph shall not relieve Contractor of the obligations under Paragraph 6.15 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with Owner.

## RESOLUTION OF DISPUTES

### RESOLUTION OF CLAIMS AND DISPUTES:

Owner's claims against Contractor will be reviewed by Contractor who shall take one or more of the following actions within ten (10) days after receipt of the Claim:

- Request additional supporting data from Owner;
- Submit a schedule to the Owner indicating a reasonable time within which Contractor expects to take action;
- Deny the claim in whole or in part, stating reasons for denial;
- Recommend approval of the claim; or
- Suggest a compromise.

If a claim has been resolved, the Owner will prepare or obtain appropriate documentation.

If a claim has been denied or if no action has been taken, then the claimant, within ten (10) days thereafter, may notify the Owner, the other party, and Contractor's surety that Owner and Contractor have been unable to resolve the claim. In that event, the Owner shall review the claim and make a decision on the claim.

If a claim is presented to the Owner, then the Owner shall review the claim and make a decision within fourteen (14) days.

Disputes that cannot be settled through negotiation, shall be settled as mutually agreed or in a court of competent jurisdiction within the State of Illinois.

Arbitration shall not be used in the settlement of disputes.

## MISCELLANEOUS

### GIVING NOTICE:

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.



### COMPUTATION OF TIME:

When any period of time is referred to in the Contract Documents 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.

A calendar day of 24 hours measured from midnight to the next midnight shall constitute a day.

### CLAIMS, CUMULATIVE REMEDIES:

Should Owner or Contractor suffer injury or damage to person or property because of any error, omission, or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this Paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor and all of the rights and remedies available to Owner and Engineer there under, 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 Documents, and 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. All representations, warranties, and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

## SUMMARY OF WORK

### A. General

1. The Plans, Special Conditions and Provisions Documents, and the rules, regulations, requirements, instructions, drawings or details referred to by manufacturer's name, number or identification included therein as specifying, referring or implying product control, performance, quality, or other shall be binding upon the Contractor. The specifications and drawings shall be considered cooperative; therefore, work or material called for by one and not shown or mentioned in the other shall be accomplished or furnished in a faithful manner as though required by all.

The order of precedence in case of conflicts or discrepancies between various parts of the Contract Documents subject to the ruling of the Engineer shall generally, but not necessarily, follow the guidelines listed below:

1. Plans
2. Contract Documents

The following special conditions shall be applicable to this project and shall be given over any conflicts with the Contract Documents under the provisions stated above.

### 2. Work Covered By Contract

The work to be performed is generally described in the Notice to Bidders and indicated in the Contract Documents. The sewer rehabilitation work to be completed under this contract shall be as indicated on the drawing and as described in the Contract Documents.

### 3. Contractor's Duties

- a. Except as specifically noted, provide and pay for:
  - 1) Labor, materials, and equipment.
  - 2) Tools, construction equipment, and machinery.
  - 3) Samples, shipping costs, and tests.
  - 4) Necessary utilities, such as water supply, electrical power, telephones, roads, fences, and sanitary facilities, including maintenance thereof.
  - 5) Other facilities and services necessary for proper execution and completion of work.
- b. Perform all the work described in these specifications except where specifically indicated to be done by others.
- c. Pay legally required patent fees, sales, consumer, and use taxes.

- d. Secure and pay for legally required permits, licenses, and government fees.
- e. Give required notices.
- f. Employ workmen and foremen with sufficient knowledge, skill, and experience to perform the work assigned to them.
- g. Comply with codes, laws, ordinances, rules, regulations, orders, and other legal requirements of public authorities bearing on the conduct of the work.
- h. Submit written notice to Owner's Representative of observed variance of Contract Documents from legal requirements. Any necessary changes will be adjusted as provided in the Contract for changes in the work.
- i. Enforce discipline and good order among Contractor and subcontractor employees. Any person employed by Contractor or subcontractors who does not perform his work in a skillful manner, is incompetent, or acts in a disorderly or intemperate manner shall, at the written request of Owner, be removed from the project immediately and shall not be employed in any portion of the work without the approval of Owner.
- j. Provide at all times facilities for access and inspection of the work by representatives of Owner and by official governmental agencies designated by Owner as having the right to inspect the work.
- k. Cooperate with other contractors who may be performing work of Owner, and with Owner's employees working in the vicinity of the work done under the Contract.
- l. Submit shop drawings on all materials and equipment to be installed on the project.

4. Contractor's Use of Premises

- a. Confine operations at site to areas permitted by law, ordinances, permits, and the Contract Documents.
- b. Do not load or permit any part of a structure to be subjected to any force that will endanger its safety.
- c. Comply with and enforce Owner's instructions regarding signs, advertisements, fires, and smoke.
- d. Assume responsibility for protection and safekeeping of products stored on premises.
- e. Do not discharge smoke, dust, or other contaminants into the atmosphere, or fluids or materials into any waterway as will violate regulations of any legally constituted authority.
- f. Move stored products which interfere with the operations of Owner or other Contractors.

- g. Obtain and pay for additional storage or work areas needed for operations.
- h. No alcohol shall be consumed on the site.
- i. Existing Manhole Steps

The steps of the existing manholes cannot be guaranteed for safety, therefore, Contractor shall provide all necessary equipment to assure safe access and a safe working environment inside the manhole.

5. Existing Facilities

- a. The existing facilities will be in continuous operation during the construction period.
- b. Plan and conduct construction operations to avoid disturbing existing structures, piping, equipment, and services in any manner which will interrupt or impair operations, except as approved by Owner's Representative.
- c. Submit for approval a construction sequence, and written explanations of the temporary facilities and appurtenances intended to be used in maintaining the uninterrupted operation of the existing sanitary sewer system and any other affected utilities.

6. Sequence of Construction

- a. The Contractor shall contact property owners 48 hours in advance describing the work to be performed on private property prior to any construction or rehabilitation work on that property.
- b. Sanitary sewer line point repairs and sanitary relief sewers or replacement sewers shall be scheduled together for construction when in the same immediate vicinity.
- c. Excavation work shall be performed in an orderly manner so that all excavation work is completed in an area before moving to another area unless authorization is given by the Engineer or Owner.
- d. Prior to final surface restoration, the Contractor shall insure that all testing has been completed and reviewed by the Engineer.
- e. The Contractor shall submit to the Engineer each night the next day's proposed activities.
- f. The Contractor shall submit a weekly schedule on each Thursday for the next week's construction activities.
- g. A revised monthly progress schedule shall be submitted with each payment request.
- h. The Contractor shall maintain flow in the existing sanitary sewer lines until all connections have been made to the proposed system. All connections to existing manholes shall be considered a non-pay item.

- i. The City shall not reimburse the Contractor for any water used to perform the work as required in the contract.
- j. The Contractor shall provide all sanitary sewer by-passes as required to perform the work as specified in the plan and specifications as a non-pay item.
- k. The Contractor shall preserve all trees, shrubs, sprinkler systems, fences, and other property owner improvements located within the limits of the construction. The removal and/or replacement of the said property owner improvements by the Contractor shall be considered as a non-pay item unless noted otherwise.
- l. All local residents who will be denied access to their driveways shall be notified by the Contractor two (2) working days prior to the closure of their access.
- m. All driveways which are open cut shall have at least a temporary riding surface at the end of each day and will be considered a non-pay item.
- o. All cast iron frames and lids from manhole structures which are required to be removed shall be disposed by the Contractor at no additional cost to the Contract.

10. Abbreviations

The following abbreviations as used in the Contract Documents have the listed meanings:

- A..... ampere
- AASHTO American Association of State Highway and Transportation Officials
- ACI ..... American Concrete Institute
- ANSI ..... American National Standards Institute
- AREA..... American Railroad Engineers Association
- ASTM ..... American Society for Testing and Materials
- AWWA..... American Water Works Association
- Bil ..... basic impulse insulation level
- BOD..... biochemical oxygen demand
- btu ..... British Thermal Unit
- C..... degrees Celsius
- cc..... cubic centimeter
- cf. .... cubic foot
- cfm..... cubic feet per minute
- Co..... Company
- conc..... concrete
- Corp..... Corporation
- CRSI..... Concrete Reinforcing Steel Institute
- cu ..... cubic
- cy..... cubic yard
- F..... degrees Fahrenheit
- FIA..... Factory Insurance Association
- FM ..... Factory Mutual
- fpm ..... feet per minute

fps..... feet per second  
 ft ..... feet  
 FS..... Federal Specifications  
 g ..... gram  
 ga ..... gauge  
 gal..... gallon  
 gpd ..... gallons per day  
 gpm ..... gallons per minute  
 H-O-A ..... Hand-off-automatic  
 h ..... hour  
 HP ..... horsepower  
 hz ..... hertz  
 IEEE ..... Institute of Electrical and Electronic Engineers  
 Inc..... Incorporated  
 L ..... Liter  
 lb ..... pound  
 lbs..... pounds  
 max..... maximum  
 min..... minimum  
 mg/L ..... milligrams per liter  
 mgd ..... million gallons per day  
 mm ..... millimeter  
 MS..... Military Specifications  
 NBBPVI ..... National Board of Boiler and Pressure Vessel Inspectors  
 NBS ..... National Bureau of Standards  
 NEC..... National Electrical Code  
 NEMA..... National Electrical Manufacturers Association  
 NFPA..... National Fire Protection Association  
 no ..... number  
 OSHA. .... Occupational Safety and Health Administration  
 ppm ..... parts per million  
 psf..... pounds per square foot  
 psi..... pounds per square inch gauge  
 pvc..... polyvinyl chloride  
 SDHPT ..... Texas State Department of Highways and Public Transportation  
 sf ..... square feet  
 sq ..... square  
 SSPC..... Steel Structural Painting Counsel  
 sy..... square yard  
 UL..... Underwriters Laboratory  
 U.S. .... United States  
 V ..... volt

## CONTROL OF CONSTRUCTION SITE(S)

### A. General

#### 1. Removal of Debris

Keep the work sites free from accumulating waste materials and rubbish caused by his work or employees. All materials and equipment required on the site shall be kept in such a manner so as to cause a minimum of inconvenience and nuisance to other Contractors and the general public. The site shall be kept broom clean.

#### 2. Traffic Control

- a. Contractor shall, at all times, conduct the work in such a manner as to insure least obstruction to vehicular and pedestrian traffic while paying particular attention to avoid inconvenience in hospital and school zones. Notify Owner's Representative at least three work days in advance of starting any construction work which might inconvenience or endanger traffic. A minimum of one lane shall be open to traffic at all times.
  - b. Submit a traffic control plan to Owner, Owner's Representative, and appropriate highway official three days prior to closing any road. Contractor shall comply with Illinois Department of Transportation (IDOT) permits as required. Contractor shall inform City of Effingham Public Works on the day of closure.
  - c. When any section or portion of road is closed to traffic, provide, erect, and maintain barricades, red flags, detour signs, and torches or lights at each end of the closed section, at all intersecting roads, and at all locations shown on the plans, in accordance with any City of Effingham Standard Specification and IDOT traffic control requirements.
  - d. Contractor shall provide a sequencing arrow panel when performing construction on heavily traveled roads and streets. The sign panel shall consist of a minimum of 22 amber lamps. The lamps shall be divided into two groups of three arrowheads each with arrowheads of each group aligned or behind the other laterally and the arrowheads of separate groups being opposed.
  - e. Replace any traffic sign or post which has been damaged or removed because of the contractor's operations.
  - f. Contractor shall provide access to private property. Driveways, sidewalks, and alleys shall not be blocked for periods greater than two hours.
3. Fencing shall be placed around open excavation or trenches at the end of a day in a manner acceptable to the Owner's Representative and the Owner. Fencing and placement of same shall meet the approval of the Owner's Representative.

#### 4. Equipment Operation

- a. Where the Contractor's equipment is operated on any portion of a traveled surface or structures used by traffic on or adjacent to the section under construction, the Contractor shall clean the traveled surface of all dirt and debris at the end of each day's operations. The cost of this work shall be included in the unit price bid and no additional compensation will be allowed.
- b. Protect traveled surfaces and structures on or adjacent to the work, in a manner satisfactory to the Owner's Representative, from damage by lugs or cleats or equipment. Walking of tracked-rolled equipment directly on paved streets, driveways, curbs, or sidewalks shall not be allowed.
- c. Equipment used in the performance of the work shall comply with legal loading limits established by the statutes of State or local regulations when moved over or operated on any traveled surface or structure unless permission in writing has been issued by the Owner's Representative. Before using any equipment which may exceed the legal loading, the Contractor shall secure a permit, allowing ample time for an analysis of stresses to determine whether or not the proposed loading is within safe limits. The Owner will not be responsible for any delay in construction operations or for any costs incurred by the Contractor as a result of compliance with the above requirements.

#### 5. Utilities

- a. The Contractor shall notify public and private utility companies which may have overhead or underground facilities in the area at least 48 hours before construction begins. The Contractor shall make necessary arrangements for having these companies to locate, protect, brace or move their facilities as may be necessary for construction of the improvements. Costs incurred due to the moving, bracing, or protection of utilities or in satisfying the requirements of the utility companies shall be incidental to the cost of the proposed improvement.
- b. The Contractor shall proceed with caution with excavation operations so that the exact location of underground utilities and structures, both known and unknown, may be determined. The Contractor shall take all reasonable precautions against damage to the utility or structure. However, in the event of a break in an existing utility, he shall immediately notify a responsible official from the organization operating the utility. The Contractor shall lend all possible assistance in restoring service and shall assume all costs connected with the repair of any damaged utility.
- c. It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference from the said utility appurtenances or the operation of moving them either by the utility companies or by him; or on account of any special construction methods required in prosecuting his work due to the existence of said appurtenances either in their present or relocated positions.



6. Bypass Pumping

Maintain flow through the manhole throughout the duration of the project. Any mains or service laterals connecting to the manhole that would require to be out of service for more than two (2) hours may be omitted with approval from the Engineer. Bypass Pumping may be completed if desired by the contractor.

7. Accident Reporting

a. Notification

Accidents occurring on the job which damage public or private property, or result in injury to workers or other persons, shall be promptly reported to the Police Department.

b. Utilities

Accidents involving utilities shall also be reported to them. This applies to all accidents, including, but not limited to, traffic accidents, broken pipelines, power and telephone facilities and damage to adjacent properties.

B. Measurement and Payment

All the work in this section shall be incidental to the project and/or included in the bid items provided in the bid schedule.

## MEASUREMENT AND PAYMENT

### A. General

The Contract price shall cover all Work required by the Contract Documents. All costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all equipment and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item in the Agreement shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included in the Contract prices.

#### 1. Estimated Quantities

Quantities stipulated in the Bid Form or Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the Work and (b) for the purpose of comparing the bids submitted for the Work. The actual amounts of work done and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished. Contractor agrees that he will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts therefore.

#### 2. Measurements and Payments

Payments will be made in accordance with the General Conditions for actual quantities constructed or installed in accordance with the Contract Documents, be they more or less than the listed quantities; said quantities being measured as hereinafter specified.

#### 3. Items Not Listed In Contract

There shall be no measurement or separate payment for any items not listed in the Contract and all costs pertaining thereto shall be included in the contract unit prices for other items listed.

## SITE PREPARATION

### A. General

1. Clear areas necessary for performance of the work and confine operations to that area provided through easements, licenses, agreements and rights-of-way. Entrance upon any lands outside of that area provided by easements, licenses, agreements or public rights-of-way, shall be at the Contractor's sole liability.
2. Do not occupy any portion of the project site prior to the date established in the Notice to Proceed without prior approval of the Owner.

### B. Materials

Not specified

### C. Execution

#### 1. General

Remove, relocate, reconstruct or work around natural obstructions, existing facilities and improvements encountered during site preparation as herein specified. Take care while performing site preparation work adjacent to facilities intended to remain in place. Promptly repair damage to existing facilities. Dispose of waste materials in a lawful manner off the work site. Domestic waste may be disposed of at the City of Effingham Wastewater Treatment Plant. A manifest must be provided to the WWTP operator.

#### 2. Surface Obstructions

- a. Saw cut obstructions in straight lines or remove it to the nearest construction joint if located within five feet of the centerline of the trench. In no case shall the joint or line of cut be less than one foot outside the edge of the trench. Reconstruct surface obstructions removed to permit construction as specified and to the dimensions, lines and grades of original construction. Restore damaged utilities as required by the utility company at no additional cost to the Owner.
- b. Protect, move, or brace public and private utilities as specified
- c. Maintain mailboxes in the manner that the Postal Service requires in order to prevent interruption of mail delivery.
- d. Site preparation includes the removal of trees, shrubs, brush, crops, and other vegetation within the limits of the easements (right-of-way), or as may be provided for in licenses, permits and agreements. All efforts shall be made to retain existing landscaping. In the event that trees, shrubbery, and hedges cannot be saved, then prior approval of the Owner and/or the Owner's Representative must be obtained before the existing landscaping is removed.

1) Trees

All trees shall be saved unless removal is approved by the Owner and/or the Owner's Representative. Trim trees in accordance with the Owner's instructions.

2) Shrubbery

Shrubbery shall be saved unless removal is approved by the Owner and/or the Owner's Representative. Make reasonable efforts to save all shrubbery by trimming, in accordance with acceptable pruning practices, and treating wound surfaces with a commercial pruning compound.

3) Small Plants and Flowers

At least two weeks prior to the start of construction notify property owners of the proposed starting date so that the property owners can remove any small plants or flowers.

- e. Fences interfering with construction and located within public rights-of-way or as may be allowed for in permits or agreements, may be removed only if the opening is provided with a temporary gate which will be maintained in a closed position except to permit passage of equipment and vehicles, unless otherwise herein specified. Fences within temporary construction easements may be removed provided that temporary fencing is installed in such a manner as to serve the purpose of the fencing removed.

Fencing removed shall be restored to the condition existing prior to construction unless otherwise specified. The Contractor is solely liable for the straying of any animals protected or corralled or other damage caused by any fence so removed.

f. Private Sewer Facilities

Make every reasonable effort to protect private sewer facilities. Private sewer facilities are not shown on the Plans. When these facilities are disturbed or damaged by the work, make necessary repairs to the facilities to maintain continuous service prior to the close of the workday at no additional cost to the Owner.

g. Property Pins

Preserve property corners, pins and markers. In the event any property corners, pins, or markers are removed by the Contractor, such property points shall be replaced at the contractor's expense and shall be re-set by competent surveyors properly licensed to do such work. In the event such points are section corners or Federal land corners, they shall be referenced and filed with the appropriate authority.

h. Sodded and Landscaped Areas

Minimize disturbance to sodded and/or landscaped thoroughfares and areas on or adjacent to improved property. Do not use such areas as storage sites

for construction supplies and insofar as practicable, keep free from stock-piles or excavated materials.

3. Subsurface Obstruction

- a. Where existing utilities and service lines are encountered, notify the Owner thereof at least 48 hours (not including weekends and/or holidays) in advance of performing any work in the vicinity. Excavate, install pipeline and backfill in the vicinity of such utilities in the manner required by the respective Owner and, if requested, under his direct supervision. The Contractor shall be responsible for damages to a public or private utility that may occur as the result of the construction.
- b. Protect, move, or brace public and private utilities as specified.
- c. Make a reasonable effort to ascertain the existence of obstructions and locate obstructions by digging in advance of machine excavation where definite information is not available as to their exact location. Where such facilities are unexpectedly encountered and damaged, notify responsible officials and other affected parties and arrange for the prompt repair and restoration of service.

D. Measurement and Payment

All the work in this section shall be incidental to the project and/or included in the bid items provided in the bid schedule.

## MANHOLE REHABILITATION

### General

#### 1. Scope

This section governs all work, materials and testing required for the application of interior manhole coating. Manholes designated for interior coating are listed on the Manhole Rehabilitation Recommendations Table.

#### 2. Description

The Contractor shall be responsible for the furnishing of all labor, supervision, materials, equipment, and testing required for the completion of interior coating of manholes in accordance with the Contract Documents.

#### 3. Manufacturers Recommendations

Materials, mixture ratios, and procedures utilized for the coating process shall be in accordance with manufacturers' recommendations.

#### 4. Manholes

Manholes to be coated may be of brick, block, precast, or poured concrete construction. Some may have a previously applied interior mortar coating.

### Materials

#### 1. Liners

Liners shall be a 100% solids high build epoxy manhole liner or a multilayered polymeric system that is sprayed or spincast on the host structure. The protective liner shall be a chemical resistant (below a pH of 2.0), VOC compliant, Moisture tolerant, 100% solids, two (2) component epoxy system or a multilayered polymeric lining system with the following properties at 28 days:

Flexural Strength (ASTM D790)	9,000 psi
Compressive Strength (ASTM D695)	8,200 psi
Tensile Strength (ASTM D638)	6,300 psi
Adhesion	Concrete Substrate Failure
Hardness (ASTM D2240)	70
Solids by volume	100%
Minimum Mil Thickness	250

The product shall be S-301, by Warren Environmental, Inc. or Spectra Shield lining system, DURA-PLATE 6000 & 6100, by Sherwin Williams, OBIC Armor Lining System, Vortex QRM Structure Guard, Mainstay ML-72 & DS-5 or approved equal. All proposed equivalents shall be submitted **10 days** prior to bid opening date for approval.

2. Invert, Bench, and Trough Areas

Invert, Bench, and Trough areas shall be lined as part of this proposed project unless there significant flow. Upstream pipes should be plugged to allow for curing according to manufacturer's instruction if no backups will result. If the flow is significant, sealing may be omitted at the inverts. The sealing system shall be used to eliminate infiltration, remain flexible, and allow vertical movement up to 0.5 inches.

3. Frames and Adjustment Rings

Manhole frame and adjustment ring areas shall also be rehabilitated with a chemical resistant flexible 100% solids epoxy resin system or a multilayered polymeric lining system. The Manhole Frame adjustment area includes the lower three inches of the frame and the top 8 inches of the cone section along with any grade adjustment rings. The sealing system shall be used to eliminate infiltration, remain flexible, and allow vertical movement up to 0.5 inches.

4. Material Identification

Contractor shall completely identify the types of grouts, mortar, patching compounds, sealant, and/or root control chemicals used and provide case histories of successful use or defend the choice of grouting materials based on chemical and physical properties, ease of application, and expected performance, to the satisfaction of the Owner's Representative.

5. Mixing and Handling

- a. Mixing and handling of interior coating, which may be toxic under certain conditions shall be in accordance with the recommendations of the manufacturer and in such a manner as to minimize hazard to personnel. It is the responsibility of the Contractor to provide appropriate protective measures to ensure that materials are under control at all times and are not available to unauthorized personnel or animals. All equipment shall be subject to the approval of the Owner's Representative. Only personnel thoroughly familiar with the handling of the coating material shall perform the coating operations.

## Execution

1. General

Manhole coating shall not be performed until sealing of manhole frame and grade adjustments, partial manhole replacement; manhole grouting, or sewer replacement/repairs are complete.

Any manufacturer recommendations of the product used which are more stringent than those in the contract documents, shall be identified by the contractor and reported to the Engineer by or before the preconstruction conference. It is required that the contractor follow these recommendations unless written permission from the engineer is given.

Maintain flow through the manhole throughout the duration of the project except when rehabbing the invert, bench, or trough of the manhole. Any service laterals connecting to the manhole that will be out of service for more than two (2) hours may be omitted from lining.

Provide photos to document the condition of the manhole pre-lining and post-lining. Clearly indicate the manhole number for each photo. Additionally, the location of the manhole shall be documented using GPS.

Provide 48 hour written notice to any residence that will be affected by service interruptions, parking restrictions, or construction activities. Said written notice shall include a local telephone number of the Contractor for inquires or complaints.

Provide 48 hours notice to Engineer/Owner before commencing work at any site.

2. Preliminary Repairs

3. All foreign materials shall be removed from the manhole interior using high pressure water spray (3500 psi for brick and block manholes, 5,000 psi for pre-cast or cast in place concrete) to produce a clean, hard surface. Loose and protruding brick, mortar and concrete shall be removed using a masonry hammer and chisel and/or scrapers. Existing roots and manhole steps shall be removed by cutting them flush with the wall of the manhole. Any existing lining system shall be removed as a part of the preparation of the structure for a new liner.

- a. All unsealed lifting holes, unsealed step holes, voids larger than approximately one-half (1/2) inch in thickness shall be filled with patching compound at least one hour (1) prior to spray application of the first coat.
- b. Active leaks shall be grouted in accordance with Section D2-7.
- c. Trim and grout incoming laterals and pipes
- d. After all repairs have been completed, remove all loose material. Filter solids containing water through an approved de-silting device.
- e. **Do not discharge debris though the sanitary sewer collection system**
- f. At the discretion of the Contractor and/or required by the lining products used, concrete surfaces with high pH levels or new concrete surfaces may require the application of a minimum of 10% solution of muriatic acid or the use of a detergent or degreaser. If an acid or detergent solution is used, the surface shall be thoroughly rinsed and neutralized prior to the application of the lining product.
- g. Dispose of residue from cleaning and other construction related activities in approved manner satisfactory to the Owner/Engineer and the authorities having jurisdiction over the work site. All fees, permits, and costs as-



sociated with the disposal of this material will be considered incidental work and will not be measured for payment.

4. Temperature

Normal interior coating operation shall be performed at temperatures of 40°F or greater. No application shall be made when the temperature is anticipated to fall below 40 degrees Fahrenheit within 24 hours.

5. Manhole Liner Mixing

- a. Batch size to be governed by size of manhole, number of workers applying the material, temperature of the area, and the speed at which it can be placed.
- b. Batch shall be mechanically mixed, and water added according to manufacturer's instructions

6. Interior Manhole Coating

- a. Manholes scheduled for interior coating are shown on the Manhole Rehabilitation Schedule listed in Section E.
- b. The interior coating shall be applied in accordance with the manufacturer's recommendations and the following procedure.
  - 1) The surface shall be thoroughly cleaned of all foreign materials and matter. Cleaning shall be accomplished by using high pressure water spray (minimum 3500 psi.)
  - 2) Place covers over invert to prevent extraneous material from entering the sewer.
  - 3) The surface prior to application shall be damp without noticeable free water droplets or running water.
  - 4) Liner shall be applied by spray or spin-cast method.
  - 5) The coating layer thickness shall be designed for hydrostatic loading and determined by the manufacturer for the specific system. Thickness calculation shall be submitted as part of the review process. The minimum thickness shall be 250 mils for the epoxy system and 500 mils for the multilayer polymer system.
  - 6) The liner shall be applied for the invert (completely cover the bench and invert) to the lower three (3) inches of the manhole frame. Flow diversion plans shall NOT be required. Invert and bench areas that have flow are not required to be lined.
  - 7) The mixing and application equipment shall be designed for the specific system to be installed and in accordance with the manufacturer's recommendations.

- 8) Repairs shall be made by lightly abrading surface and brushing the lining material over any defective areas.
- 9) The material shall have a minimum of four (4) hours cure time before being subjected to active flow. Ambient conditions in the manhole are adequate for curing as long as the manhole is covered.
- 10) Traffic shall not be allowed over manholes for 12 hours after reconstruction is complete.

7. Testing of Rehabilitated Manholes

- a. Visual Inspections – The contractor shall inspect each structure scheduled for rehabilitation before performing any work. The conditions shall be documented with photographs submitted to the owner.
- b. Film Thickness - During application and in the presence of the Owner's representative, a wet film thickness gage, meeting ASTM D4414 Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched gages, shall be used.

Measurement and Payment

1. Structures designated for rehabilitation using a manhole liner will be paid for at the vertical foot (VF) price for each associated manhole diameter. The Contractor shall verify access into, depth, shape, and diameter of the manhole for payment. Payment to include all repairs and rehabilitation of invert, bench, and trough, manhole frame sealing, cleaning, point repairs, inspection, testing, labor, material, bypass flow or pumping, and equipment required to perform this work. The Contractor will be eligible for 90 percent of the bid price after coating is completed and the additional 10 percent after successful testing is completed.

MANHOLE, TYPE A, 4' DIAMETER TYPE 1 FRAME, CLOSED LID (SANITARY)

The payment for Pay Item #1 – MANHOLE, TYPE A, 4' DIAMETER FRAMD, CLOSED LID, (SANITARY) shall include all work to construct a new manhole as shown on the plans. The work shall include all excavation, pavement removal, pavement replacement, backfill, etc. The contractor will be paid for EACH manhole installed

TRAFFIC CONTROL AND INSPECTION (SPECIAL)

This pay item shall include all work to comply with IDOT Traffic control required per the permit, all traffic control while working on city streets, etc. to town.

END OF SECTION

ILLINOIS



DEPARTMENT OF  
NATURAL  
RESOURCES

## Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271  
www.dnr.illinois.gov

JB Pritzker, Governor  
Colleen Callahan, Director

Effingham County  
Effingham

PLEASE REFER TO: SHPO LOG #019082922

W. Jefferson, W. Shelby, W. Fayette, W. Washington, W. St. Anthony Avenues, S. Maple, N. Willow, N. 4th, 3rd, 2nd, 1st Streets  
Section:20-Township:8N-Range:6E  
DCEO  
\*Sanitary sewer and manhole lining

October 1, 2022

Lee Beckman  
Milano & Grunloh Engineers, LLC  
114 W. Washington Ave.  
Effingham, IL 62401

Dear Mr. Beckman:

We have reviewed the documentation submitted for the referenced project(s) in accordance with 36 CFR Part 800.4. Based upon the information provided, no historic properties are affected. We, therefore, have no objection to the undertaking proceeding as planned.

Please retain this letter in your files as evidence of compliance with section 106 of the National Historic Preservation Act of 1966, as amended. This clearance remains in effect for two (2) years from date of issuance. It does not pertain to any discovery during construction, nor is it a clearance for purposes of the Illinois Human Skeletal Remains Protection Act (20 ILCS 3440).

If you are an applicant, please submit a copy of this letter to the state or federal agency from which you obtain any permit, license, grant, or other assistance. If further assistance is needed contact Jeff Kruchten, Chief Archaeologist at 217/785-1279 or [Jeffery.kruchten@illinois.gov](mailto:Jeffery.kruchten@illinois.gov).

Sincerely,

Carey L. Mayer, AIA  
Deputy State Historic  
Preservation Officer

*Applicant:* Milano & Grunloh Engineers, LLC  
*Contact:* Lee R. Beckman, P.E., P.L.S.  
*Address:* 114 W Washington Ave.  
Effingham, IL 62401

*IDNR Project Number:* 2303630  
*Date:* 08/29/2022  
*Alternate Number:* 21006

*Project:* City of Effingham Sanitary Sewer System Improvements  
*Address:* Multiple, Effingham

*Description:* The project consists of 8,036 lineal feet of 24", 18", 15", 12", 10" and 8" CIPP Sanitary Sewer relining and 300 vertical feet of manhole lining, and all related costs for the City of Effingham.

### Natural Resource Review Results

#### Consultation for Endangered Species Protection and Natural Areas Preservation (Part 1075)

The Illinois Natural Heritage Database contains no record of State-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the project location. **Therefore, consultation under part 1075 is terminated.**

#### Wetland Review (Part 1090)

The Illinois Wetlands Inventory does not show wetlands within 250 feet of the project location. **Therefore, the wetland review under Part 1090 is terminated.**

This review is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, Natural Areas, or wetlands are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary. Termination does not imply IDNR's authorization or endorsement.

#### Location

The applicant is responsible for the accuracy of the location submitted for the project.

*County:* Effingham

*Township, Range, Section:*

8N, 6E, 20  
8N, 6E, 21  
8N, 6E, 28  
8N, 6E, 29



#### IL Department of Natural Resources

##### Contact

Kyle Burkwald  
217-785-5500  
Division of Ecosystems & Environment

#### Government Jurisdiction

IL Department of Commerce and Economic  
Opportunity  
Kirk Kumerow  
500 East Monroe  
Springfield, Illinois 62701

## **Disclaimer**

The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, compliance with applicable statutes and regulations is required.

## **Terms of Use**

By using this website, you acknowledge that you have read and agree to these terms. These terms may be revised by IDNR as necessary. If you continue to use the EcoCAT application after we post changes to these terms, it will mean that you accept such changes. If at any time you do not accept the Terms of Use, you may not continue to use the website.

1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.

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3. IDNR reserves the right to enhance, modify, alter, or suspend the website at any time without notice, or to terminate or restrict access.

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# ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

JB PRITZKER, GOVERNOR

JOHN J. KIM, DIRECTOR

September 2, 2022

SEP 06 2022

Lee R. Beckman, P.E.  
Milano & Grunloh Engineers, LLC  
114 West Washington Avenue  
Effingham, IL 62401

RE: City of Effingham Sanitary Sewer System Improvements

Dear Mr. Beckman,

The Agency has reviewed this submission and has no objections to the project.

If one or more acres are disturbed during construction, a construction site activities NPDES will be required from the Division of Water Pollution Control. Additional information is provided on the following webpage: <https://www2.illinois.gov/epa/topics/forms/water-permits/storm-water/Pages/construction.aspx>

Please be advised that any solid or hazardous waste must be properly disposed of or recycled.

Sincerely,

A handwritten signature in black ink, appearing to read "John J. Kim".

John J. Kim  
Director

2125 S. First Street, Champaign, IL 61820 (217) 278-5800  
1101 Eastport Plaza Dr., Suite 100, Collinsville, IL 62234 (618) 346-5120  
9511 Harrison Street, Des Plaines, IL 60016 (847) 294-4000  
595 S. State Street, Elgin, IL 60123 (847) 608-3131

2309 W. Main Street, Suite 116, Marion, IL 62959 (618) 993-7200  
412 SW Washington Street, Suite D, Peoria, IL 61602 (309) 671-3022  
4302 N. Main Street, Rockford, IL 61103 (815) 987-7760



**JB Pritzker, Governor**  
**Jerry Costello II, Director**

**Bureau of Land and Water Resources**

State Fairgrounds • P.O. Box 19281 • Springfield, IL 62794-9281 • 217/782-6297 • TDD 866/287-2999 • Fax 217/557-0993

September 1, 2022

SEP 07 2022

Mr. Lee R. Beckman, P.E., P.L.S.  
Milano & Grunloh Engineers, Inc.  
114 West Washington Avenue  
P.O. Box 897  
Effingham, Illinois 62401

RE: City of Effingham (Effingham) Grant #19-242031  
Sanitary Sewer System Improvements  
**DCEO CDBG Public Infrastructure Grant Funds**

Dear Mr. Beckman:

The Illinois Department of Agriculture (IDOA) has examined the above-referenced project for its potential impact to agricultural land in order to determine its compliance with the Illinois Farmland Preservation Act (505 ILCS 75/1 et seq.). Our analysis also relates to the federal Farmland Protection Policy Act (7 USC 4201 et seq.) which specifies that federal actions affecting farmland conversion shall be consistent with state and local programs to protect farmland.

The City of Effingham plans to use DCEO CDBG Grant funds to repair 8,036 LF of 8, 10, 12, 15, 18, and 24-inch CIPP Sanitary Sewer Relining, and 300 vertical feet of manhole lining. All improvements will occur within Effingham's corporate boundaries and agricultural land is not affected. Therefore, the project is exempt from the IDOA's further review in accordance with Section 2 of the IDOA-DCEO Cooperative Working Agreement on the protection of Illinois farmland.

We have determined the project meets the intent of DCEO's Agricultural Land Preservation Policy and complies with the Illinois Farmland Preservation Act.

Sincerely,

A handwritten signature in black ink that reads "Brian Rennecker".

Brian Rennecker, Chief  
Bureau of Land and Water Resources

BR:JL

cc: Kirk Kumerow, DCEO  
Agency project file

# WATER AND SEWER LINE CONSTRUCTION STANDARDS AND POLICIES

Established by the  
ILLINOIS DEPARTMENT OF AGRICULTURE

The following standards and policies will serve to minimize the negative agricultural impacts that may result due to water and sewer line construction.

The standards and policies apply to construction activities occurring partially or wholly on privately owned agricultural land. They do not apply to construction activities occurring on highway or railroad right-of-way, or on publicly owned land. The only exceptions are the construction standards relating to the repair of drainage tile (Item No. 3). The tile line construction standards shall be implemented regardless of where drainage tile is encountered.

## Conditions

The mitigative actions specified in the construction standards and policies will be implemented in accordance with the conditions listed below.

- A. All mitigative actions are subject to change by Landowners, provided such changes are acceptable to the Project Sponsor.
- B. The Project Sponsor may negotiate with Landowners to carry out the mitigation actions that Landowners wish to perform themselves. The Landowners will receive the area commercial rate for their labor and machinery costs.
- C. All mitigative actions, unless others specified, will be implemented within 45 days of completion of water or sewer line facilities on any affected property, weather and Landowners permitting. Temporary repairs will be made by the Project Sponsor during the construction process as needed to minimize the risk of additional property damage that may result from an extended construction time period.
- D. All mitigative actions will extend to associated future construction, maintenance and repairs.
- E. The Project Sponsor will provide a copy of the Illinois Department of Agriculture (IDOA) **Water and Sewer Line Construction Standards and Policies** to all owners of agricultural land that will be impacted by water and/or sewer line construction at least 30 days prior to easement contract negotiations.

## Definitions

### Agricultural Inspector

Full-time on-site inspector retained by Project Sponsor to verify compliance with requirements of this Agreement during construction of the pipeline.

### Agricultural Land

Land used for cropland, hayland, pasture land, truck gardens, farmsteads, commercial ag-related facilities, feedlots, livestock confinement systems, land on which farm buildings are located within 100 feet of the pipeline, and land in government set-aside programs.



**Best Management Practice (BMP)**

Any structural, vegetative or managerial practice used to treat, prevent or reduce soil erosion. Such practices may include temporary seeding of exposed soils, construction of retention basins for storm water control and scheduling the implementation of all BMPs to maximize their effectiveness.

**Cropland**

Land used for growing row crops, small grains, or hay; includes land which was formerly used as cropland, but is currently in a government set-aside program and pastureland that was formerly utilized as cropland or is comprised of Prime farmland.

**Drainage Tile**

Any artificial subsurface drainage system including, but not limited to, clay and concrete tile, vitrified sewer tile, corrugated plastic tubing, and stone drains.

**Landowner**

Person(s) holding legal title to property on the pipeline route from whom the Project Sponsor is seeking, or has obtained, a temporary or permanent easement.

**Landowner's Designate**

Any person(s) legally authorized by a Landowner to make decisions regarding the mitigation or restoration of agricultural impacts to such Landowner's property.

**Non-Agricultural Land**

Any land that is not "Agricultural Land" as defined above.

**Prime Farmland**

Agricultural land comprised of soils that are defined by the USDA Natural Resources Conservation Service as being "prime" soils (generally considered the most productive soils with the least input of nutrients and management).

**Project Sponsor**

The entity proposing the construction of water or sewer lines and their related appurtenances.

**Right-of-way**

Includes the permanent and temporary easements that the Project Sponsor acquires for the purpose of constructing, operating and maintaining the pipeline.

**Surface Drains**

Any surface drainage system such as shallow surface field drains, grassed waterways, open ditches, or any other conveyance of surface water.

**Tenant**

Any person lawfully residing on or leasing/renting of the land.

**Topsoil**

The upper most part of the soil commonly referred to as the plow layer, the A layer, or the A horizon, or its equivalent in uncultivated soils. It is the surface layer of the soil that has the darkest color or the highest content of organic matter (as identified in the USDA Natural Resources Conservation Service County Soil Survey and verified with right-of-way samples as stipulated under 2A below).

## **WATER AND SEWER LINE CONSTRUCTION STANDARDS AND POLICIES**

### **1. Water and Sewer Line Depth**

- A. All water and sewer lines which are placed in **trenches 24 inches in width or less**, are adjacent to roads and do not extend more than 20 feet into agricultural fields, will be buried a minimum of 42 inches of topcover (60 inches is advised by the IL Dept. of Agriculture) where they cross cropland.
- B. All water and sewer lines that are placed in **trenches greater than 24 inches in width** that will cross cropland will be buried with a minimum of 60 inches of topcover.
- C. In terrain where bedrock prevents the placement of any water or sewer lines at the depths specified in 1.A. or 1.B above, the water or sewer lines will be buried as deep as is practicable and feasible.

### **2. Topsoil Replacement**

The following standards apply only when water and sewer lines are buried in trenches that are greater than 24 inches in width.

- A. The actual depth of the topsoil, will first be stripped from the area to be excavated for a water or sewer line trench, all bore pits and other areas of excavation.
- B. All subsoil material that is removed from the trench will be placed in a second stockpile that is separate from the topsoil stockpile.
- C. In backfilling the trench and other excavated areas, the stockpiled subsoil material will be placed back into the trench first. The topsoil will be replaced last so that it remains the top layer of soil.
- D. The topsoil and subsoil must be replaced within the trench and other excavated area so that after settling occurs, the land's original contour (with an allowance for settling) will be achieved.
- E. The portion of the subsoil displaced by the water or sewer line must be hauled off the Landowner's premises or disposed of on the Landowner's premises at a location that is acceptable to the Landowner.

### **3. Repair of Damaged Tile Lines**

All drain tile repair and/or replacement shall be completed prior to topsoil replacement.

If underground drain tile is damaged by the pipeline installation, it shall be repaired in a manner that assures the drain tile proper operating condition at the point of repair. If underground drain tile lines in the pipeline construction area are adversely affected by the pipeline construction, the Project Sponsor will take such actions as are necessary to insure the proper functioning of the drain tile lines, including the relocation, reconfiguration, and replacement of the existing drain tile lines. The following standards and policies shall apply to the drain tile line repair:

- A. The Project Sponsor shall make a conscientious effort to locate all drain tile lines within the right-of-way prior to the pipeline installation. The Project Sponsor will contact affected Landowners and/or Tenants for their knowledge of drain tile line locations prior to the pipeline installation. All identified drain tile lines will be marked with a highly visible lathe to alert construction crews to the need for drain tile line repairs.

- B. During construction, all drain tile lines that are damaged, cut, or removed shall be distinctly marked by placing a highly visible lathe in the trench spoil bank directly opposite each drain tile line. This marker shall not be removed until the drain tile line has been permanently repaired and such repairs have been approved and accepted by the Landowner and the Agricultural Inspector. Also, the location of damaged tile lines will be recorded using Global Positioning System technology as a method of permanently charting tiles for ease in locating in the future.
- C. If water is flowing through any damaged tile line, the tile line will be immediately and temporarily repaired, as necessary, to ensure continuous flow until such time that permanent repairs can be made. If the tile lines are dry and water is not flowing, temporary repairs are not required if the permanent repairs can be made within 14 days of the time damage occurred; however, the exposed tile lines will be screened or otherwise protected to prevent the entry of foreign materials, small mammals, etc. into the tile lines. This shall include the use of filter material to prevent the movement of soil into the drain tile line or the temporary plugging of the drain tile line until permanent repairs can be made.
- D. Where tile lines are severed by the pipeline trench, repairs shall be made using **Figures 1 and 2** or as agreed upon by the Landowner and the Project Sponsor.
- E. There will be a minimum of one foot of separation between the tile line and the pipeline whether the pipeline passes over or under the tile line.
- F. The original tile line alignment and gradient shall be maintained. A laser transit shall be used to ensure the proper gradient is maintained.
- G. Before completing permanent drain tile repairs, all drain tile lines shall be probed or examined by suitable means on both sides of the trench for their entire length within the right-of-way to check for drain tile that might have been damaged by construction equipment. If any drain tile line is found to be damaged, it shall be repaired so it will operate as well after construction as before construction began.
- H. All permanent drain tile line repairs shall be made within 14 days following completion of the pipeline installation on any affected Landowner's property unless otherwise authorized by the Landowner, weather and soil conditions permitting. Landowners and/or Tenants will be contacted prior to final backfill and restoration and offered opportunity to witness final tile line repair.
- I. Following completion of the pipeline, the Project Sponsor will be responsible for correcting all tile line repairs that fail due to pipeline construction, provided those repairs were made by the Project Sponsor. The Project Sponsor will not be responsible for drain tile line repairs that the Project Sponsor pays the Landowner to perform. The plans for the repairs shall be approved by the Landowner prior beginning work on the repair.
- K. The Project Sponsor will remain liable for a period of 3 years following the completion of the water or sewer lines to ensure that all tile line repairs do not fail. The Project Sponsor will not be responsible for tile line repairs that the Project Sponsor pays the Landowner to perform.

#### **4. Rock Removal**

- A. The top 42 inches of a water or sewer line trench will not be backfilled with soil containing rocks that are larger than 3 inches of any dimension.

- B. If trenching, blasting or boring operations are required through rocky terrain, suitable precautions will be taken to eliminate the potential for rocks to become interspersed with the soils material that is placed back in the trench.
- C. Rocks and/or soils containing rocks that are larger than 3 inches must be hauled off the Landowner's premises or disposed on the Landowner's premises at a location that is acceptable to the Landowner.

## 5. Removal of Construction Debris

All construction-related debris and material that are not an integral part of the pipeline will be removed from the Landowner's property. Such material to be removed would include litter generated by the construction crews which will be removed on a daily basis.

## 6. Compaction, Rutting, Fertilization, Liming

When water and/or sewer lines are buried in trenches **greater than 24 inches in width:**

- A. In all agricultural sections of the right-of-way that were traversed by vehicles and construction equipment, where topsoil is stripped and prior to topsoil replacement, the subsoil shall be fractured by deep ripping to a depth of not less than 16 inches below the surface of the subsoil with the appropriate industrial ripper. Subsurface features (i.e. drain tiles, other utilities) may warrant less depth. Deep ripping shall be conducted using a ripper or subsoiling tool with a shank length of no less than 18 inches and a shank spacing of approximately the same measurement as the shank length. Ripper shanks mounted on the back of a dozer are not an acceptable method of decompaction. The footprint of the tractor used to pull the ripper must be equal to or less wide than the width of the decompacted soil created by the ripper. Should multiple passes of the ripper be needed to achieve decompaction between the knives/shanks of the ripping tool, the subsequent passes should be positioned so the knife tracks from the previous pass are split by the second pass.

Decompaction shall be conducted according to the guidelines provided in **Appendices A and B.**

Following the ripping operation, all stone and rock material three (3) inches and larger in size which have been lifted to the surface shall be collected and removed from the site for disposal.

Upon approval by the Agricultural Inspector of the subsoil decompaction and the stone removal, the topsoil that has been temporarily removed for the period of construction shall then be replaced. The topsoil profile in the full width of the right-of-way shall be shattered to a depth of approximately 2 inches greater than the depth of topsoil with a heavy-duty subsoiling tool having angled legs. Stone removal shall be completed, as necessary, to eliminate any additional rocks and stones brought to the surface as a result of the final subsoil shattering process.

The existence of stumps, tile lines or underground utilities may necessitate less depth.

- B. Traffic on the decompacted ROW should be kept to a minimum. If the ripping pass has left the soil surface too rough and uneven for the Landowner to efficiently farm the field, the field can be smoothed with a shallow pass using a chisel, field cultivator, or similar agricultural finishing tool.
- C. Ripping and light tillage passes will be done at a time when the soil is dry enough for normal tillage operations to occur on undisturbed farmland adjacent to the areas to be ripped.

- D. Should conditions persist that do not allow for effective decompaction prior to topsoil replacement the following alternate decompaction plan will be implemented. Utilizing the alternate decompaction plan, topsoil can be replaced prior to decompacting the subsoil. This alternate decompaction plan will be implemented only when the Landowner has requested the alternate plan or when soil conditions, such as high moisture levels, do not allow for proper and effective decompaction of the subsoil prior to topsoil replacement in a timely manner. Decompaction of the subsoil through the topsoil will be conducted when the soil moisture levels are such that decompaction efforts will reduce compaction levels. The depth of decompaction will be no less than the depth of topsoil (up to 16 inches) plus 16 inches into the subsoil. Decompaction under the alternate decompaction plan shall be conducted according to the guidelines provided in **Appendices A and B**.
- E. The Project Sponsor will restore all compacted or rutted land as near as practicable to its original condition.
- F. The cost of applying fertilizer, manure, and/or lime will be included in the damages paid to the Landowner, thereby allowing the Landowner to apply the appropriate type and amounts of fertilizer, manure, and/or lime as needed depending on the crops contemplated and the construction schedule. These included costs are designed to cover the expense to maintain or restore soil fertility and pH levels on the ROW to similar levels as the immediately adjacent off-ROW portions of the field.
- G. If there is a dispute between the Landowner and the Project Sponsor as to what areas need to be ripped, the depth at which compacted areas should be ripped, or the necessity or rates of lime and fertilizer application, the appropriate county Soil and Water Conservation District's opinion in conjunction with the opinions of other experts will be considered by the Landowner and the Project Sponsor.

## **7. Land Leveling**

- A. The Project Sponsor will remain liable, for a period of two (2) years, following the completion of a water or sewer line, to restore any right-of-way to its original elevation and contour should uneven settling occur or surface drainage problems develop due to inaccurate land leveling immediately following a water or sewer line's construction.
- B. The Project Sponsor will provide the Landowners with a telephone number and address that may be used to alert the Project Sponsor of the need to perform additional land leveling services.

## **8. Prevention of Soil Erosion**

- A. The Project Sponsor will work with Landowners to prevent excessive erosion on land disturbed by construction. Reasonable methods will be implemented to control erosion. This is not a requirement; however, if the land across which a water or sewer line is constructed is bare cropland that the Landowner intended to leave bare until the next crop is planted.
- B. If the Landowner and Project Sponsor cannot agree upon a reasonable methods to control erosion on the Landowner's right-of-way, the Project Sponsor will follow the recommendation of the local county Soil and Water Conservation District if the Landowner so requests.

## **9. Repair of Damaged Soil Conservation Practices**

All soil conservation practices (such as terraces, grassed waterways, filter strips, concrete structure, dams, etc.) that are damaged by water or sewer line construction will be restored to at least their preconstruction condition.

## **10. Damages to Private Property**

- A. With the exception of the tile line repairs, the Project Sponsor will repair, replace or pay to repair and replace damaged private property within 45 days, weather and Landowner permitting, after a water or sewer line has been constructed across any affected property.
- B. Similar relief for damages will be extended by the Project Sponsor for any construction-related damages that occur off of the established water or sewer line right-of-way.
- C. The Project Sponsor will remain liable to correct damages to private property beyond the initial construction of water or sewer line, to those damages incurred by future construction, operation, maintenance and repairs.

## **11. Clearing of Trees and Brush from the Easement**

- A. If the trees to be removed are from the right-of-way the Project Sponsor will consult with the Landowner to see if there are trees of commercial or other value to the Landowner.
- B. If there are trees of commercial or other value to the Landowner, the Project Sponsor will allow the Landowner the right to retain ownership of the trees with the disposition of the trees to be negotiated prior to the commencement of land clearing.
- C. The Project Sponsor will follow the Landowner's desires which are consistent with any applicable laws or ordinances regarding the disposal of trees, brush and stumps of no value to the Landowner by burning, burial, etc., or complete removal from any affected property.

## **12. Interference with Irrigation Systems**

- A. If a water or sewer line intersects an operational (or soon to be operational) spray irrigation system, the Project Sponsor will establish with the Landowner an acceptable amount of time the irrigation system may be out of service.
- B. If an irrigation system interruption results in crop damages, either on the water or sewer right-of-way, the Landowner will be compensated for all such crop damages.
- C. If it is feasible and mutually acceptable to the Project Sponsor and the Landowner, temporary measures may be implemented to allow an irrigation system to continue to operate across land on which a water or sewer line is along being constructed.

## **13. Ingress and Egress Routes**

Prior to any water or sewer line construction, the Project Sponsor and the Landowner will reach a mutually acceptable agreement on the route that will be utilized for entering and leaving the water or sewer line right-of-way should access to the right-of-way not be practical or feasible from an adjacent segment of the water or sewer line right-of-way or from public highway or railroad right-of-way.

#### **14. Temporary Roads**

- A. The location of temporary roads to be used for construction purposes will be negotiated with the Landowner.
- B. If temporary roads must be constructed, they will be designed to not impact surface drainage. Soil erosion on or near the temporary roads will be minimized.
- C. Upon abandonment, temporary roads may be left intact through mutual agreement of the Landowner and the Project Sponsor.
- D. If the temporary roads are to be removed, the right-of-way upon which the temporary roads are constructed will be returned to their previous use and restored to the same or better condition as existed prior to their construction.

#### **15. Weed Control**

- A. On any right-of-way over which the Project Sponsor has jurisdiction as the surface use of such land (wellheads, pump or lift stations, valve sites, etc.), the Project Sponsor will provide weed control in a manner that does not allow for the spread of weeds onto adjacent lands used as cropland.
- B. The Project Sponsor will remain liable for the costs incurred by owners of land adjacent to surface facilities when the Landowners must control weeds on their land which have spread onto land accommodating water or sewer line surface facilities.

#### **16. Pumping of Water from Open Trenches**

- A. In the event it becomes necessary to pump water from open trenches, the Project Sponsor will pump the water in a manner what will avoid damaging adjacent agricultural land. Such damages include, not are not limited to, the inundation of crops for more than 24 hours and the deposition of sediment and gravel in fields, pastures, ditches and any water bodies or water course.
- B. If it is impossible to avoid water-related damages as described in 16.A. above, the Project Sponsor will compensate the Landowners for the damages or will correct the damages so as to restore the agricultural land, water courses, etc, to their pre-existing conditions.
- C. All pumping of water shall comply with existing drainage laws, local ordinances relating to such activities and provisions of the Clean Water Act.

#### **17. Aboveground Facilities**

Aboveground facilities shall be located so they will not be a hindrance to ongoing agricultural activities occurring on the lands adjacent to the facilities. First priority shall be made to locating aboveground facilities on right-of-way that is not used as cropland. If this is not feasible, such facilities shall be located to incur the least hindrance to the adjacent cropping operations (i.e., located in field corners or areas where at least one side is not used for cropping purposes).

#### **18. Advance Notice of Access to Private Property**

- A. The Project Sponsor will provide the Landowner or Tenant with a minimum of 24 hours prior notice before accessing the property for the purpose of constructing a water or sewer line.

- B. Prior notice shall first consist of a personal contact or a telephone contact, whereby the Landowner or Tenant is informed of the Project Sponsor's intent to access the land. If the Landowner or Tenant cannot be reached in person or by telephone, the Project Sponsor will send certified mail or hand deliver to the Landowner (or Tenant's home) a dated, written notice of the Project Sponsor's intent. The Landowner or Tenant need not acknowledge receipt of the written notice before the Project Sponsor can enter the Landowner's property.

#### **19. Reporting of Inferior Agricultural Impact Mitigation Work**

Prior to the installation of any water or sewer line, Landowners will be provided with a telephone number they can call to alert the Project Sponsor should Landowners or Tenants observe inferior agricultural impact mitigation work that is performed on their property.

#### **20. Indemnification**

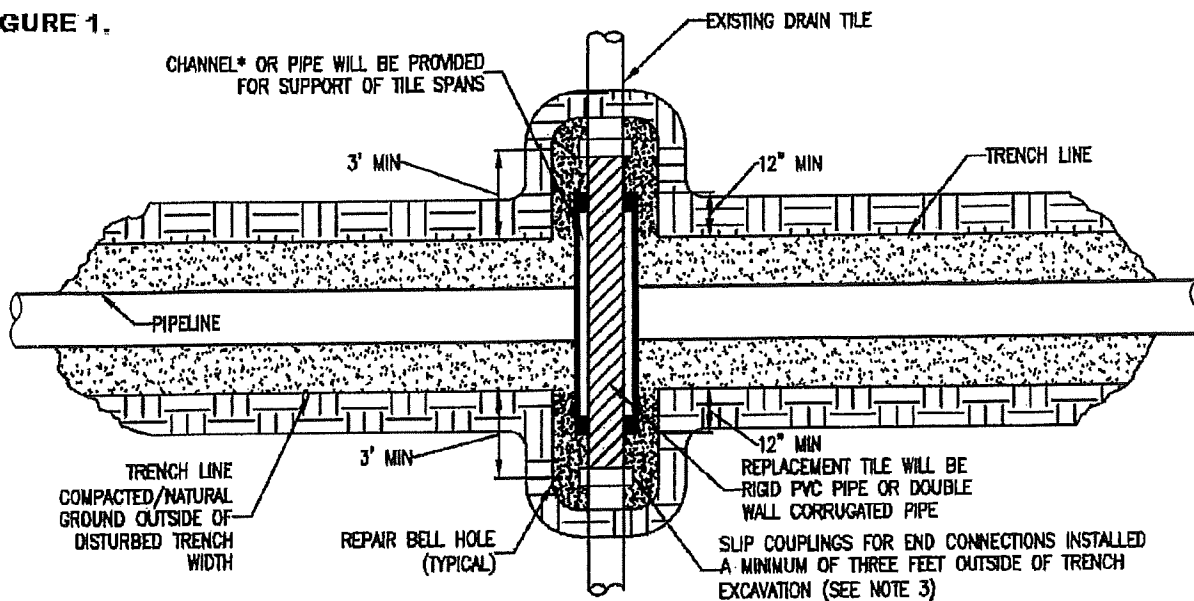
The Project Sponsor will indemnify all owners and farm tenants of agricultural land upon which such pipeline is installed, their heirs, successors, legal representatives, assigns (collectively "Indemnitees"), from and against all claims by third parties losses incurred thereby, and reasonable expenses, resulting from or arising out of personal injury, death, injury to property, or other damages or liabilities of any sort related to the design, laying, maintenance, removal, repair, use or existence of such pipeline, whether heretofore or hereafter laid, including damages caused by such pipeline or any of its appurtenances and the leaking of its contents, except where claims, injuries, suits, damages, costs, losses, and expenses are caused by the negligence or intentional acts, or willful omissions of such Indemnitees provided further that such Indemnitees shall tender any such claim as soon as possible upon receipt of notice thereof to the Project Sponsor.

Water and Sewer Line Standards

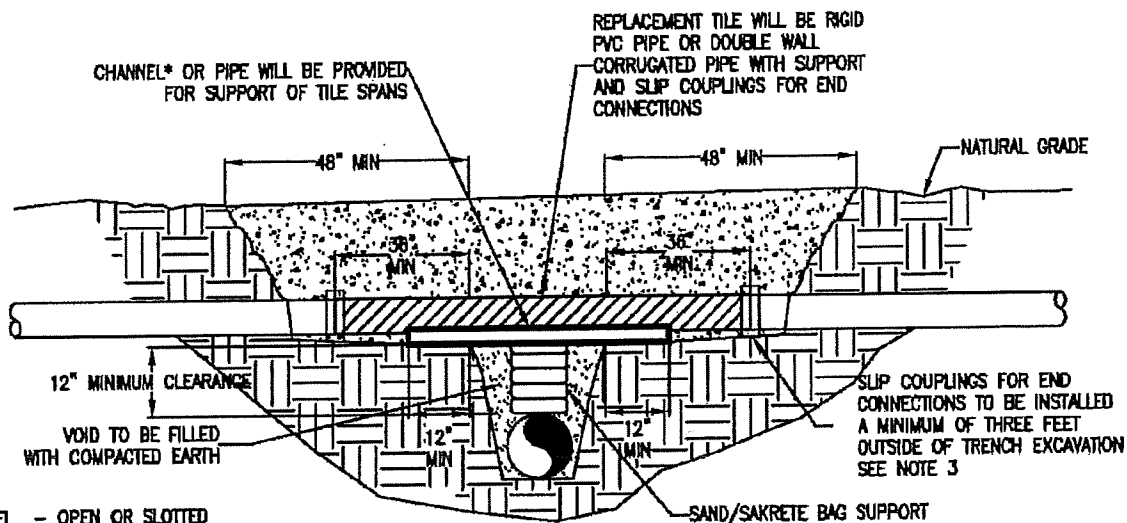
51512



**FIGURE 1.**



**PLAN**  
N.T.S.



**CROSS SECTION**  
N.T.S.

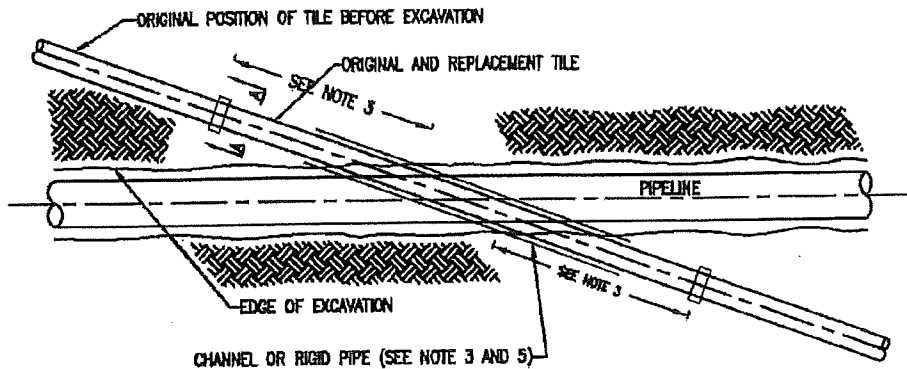
\*CHANNEL - OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE TO SUPPORT DRAIN TILE.

**NOTE:**

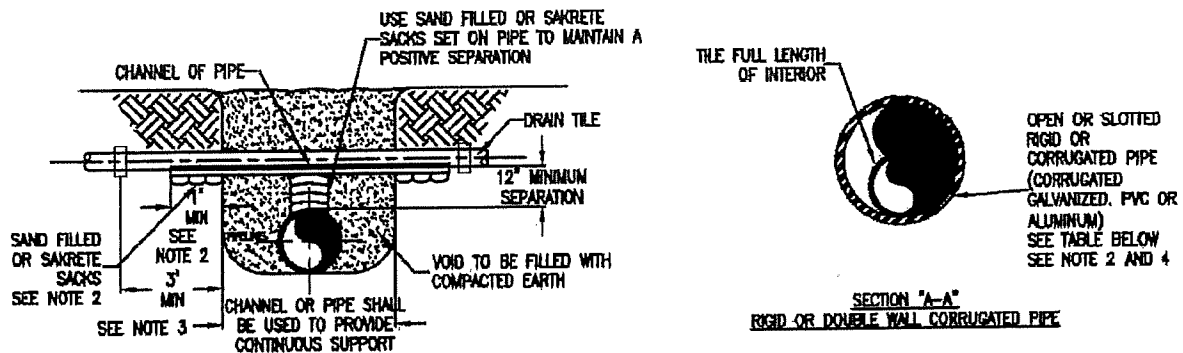
1. IMMEDIATELY REPAIR TILE IF WATER IS FLOWING THROUGH TILE AT TIME OF TRENCHING. IF NO WATER IS FLOWING AND TEMPORARY REPAIR IS DELAYED, OR NOT MADE BY THE END OF THE WORK DAY, A SCREEN OR APPROPRIATE 'NIGHT CAP' SHALL BE PLACED ON OPEN ENDS OF TILE TO PREVENT ENTRAPMENT OF ANIMALS ETC.
2. CHANNEL OR PIPE (OPEN OR SLOTTED) MADE OF CORRUGATED GALVANIZED PIPE, PVC OR ALUMINUM WILL BE USED FOR SUPPORT OF DRAIN TILE SPANS.
3. INDUSTRY STANDARDS SHALL BE FOLLOWED TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES.

**TEMPORARY DRAIN TILE REPAIR**

**FIGURE 2.**



**PLAN VIEW**



**END VIEWS**

MINIMUM SUPPORT TABLE			
TILE SIZE	CHANNEL SIZE	PIPE SIZE	
3"	4" @ 5.4 #11	4"	STD. WT.
4"-5"	5" @ 6.7 #12	6"	STD. WT.
6"-9"	7" @ 9.8 #14	9"-10"	STD. WT.
10"	10" @ 15.3 #18	12"	STD. WT.

**NOTE:**

1. TILE REPAIR AND REPLACEMENT SHALL MAINTAIN ORIGINAL ALIGNMENT GRADIENT AND WATER FLOW TO THE GREATEST EXTENT POSSIBLE. IF THE TILE NEEDS TO BE RELOCATED, THE INSTALLATION ANGLE MAY VARY DUE TO SITE SPECIFIC CONDITIONS AND LANDOWNER RECOMMENDATIONS.
2. 1'-0" MINIMUM LENGTH OF CHANNEL OR RIGID PIPE (OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE) SHALL BE SUPPORTED BY UNDISTURBED SOIL, OR IF CROSSING IS NOT AT RIGHT ANGLES TO PIPELINE, EQUIVALENT LENGTH PERPENDICULAR TO TRENCH. SHIM WITH SAKRETE, OR SAND BAGS TO UNDISTURBED SOIL FOR SUPPORT AND DRAINAGE GRADIENT MAINTENANCE (TYPICAL BOTH SIDES).
3. DRAIN TILES WILL BE PERMANENTLY CONNECTED TO EXISTING DRAIN TILES A MINIMUM OF THREE FEET OUTSIDE OF EXCAVATED TRENCH LINE USING INDUSTRY STANDARDS TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES INCLUDING SLIP COUPLINGS.
4. DIAMETER OF RIGID PIPE SHALL BE OF ADEQUATE SIZE TO ALLOW FOR THE INSTALLATION OF THE TILE FOR THE FULL LENGTH OF THE RIGID PIPE.
5. OTHER METHODS OF SUPPORTING DRAIN TILE MAY BE USED IF ALTERNATE PROPOSED IS EQUIVALENT IN STRENGTH TO THE CHANNEL/PIPE SECTIONS SHOWN AND IF APPROVED BY COMPANY REPRESENTATIVES AND LANDOWNER IN ADVANCE. SITE SPECIFIC ALTERNATE SUPPORT SYSTEM TO BE DEVELOPED BY COMPANY REPRESENTATIVES AND FURNISHED TO CONTRACTOR FOR SPANS IN EXCESS OF 20', TILE GREATER THEN 10" DIAMETER, AND FOR "HEADER" SYSTEMS.
6. ALL MATERIAL TO BE FURNISHED BY CONTRACTOR.
7. PRIOR TO REPAIRING TILE, CONTRACTOR SHALL PROBE LATERALLY INTO THE EXISTING TILE TO FULL WIDTH OF THE RIGHTS OF WAY TO DETERMINE IF ADDITIONAL DAMAGE HAS OCCURRED. ALL DAMAGED/DISTURBED TILE SHALL BE REPAIRED AS NEAR AS PRACTICABLE TO ITS ORIGINAL OR BETTER CONDITION.

**PERMANENT DRAIN TILE REPAIR**

## Appendix A.

### Guidelines for Conducting Proper and Successful Decompaction

1. Decompaction is required when:
  - A. the area has been trafficked or traversed by vehicles or construction equipment, and
  - B. the soil penetrometer readings are 300 pounds per square inch (psi) or greater, and
  - C. the soil strength (psi) in the right-of-way area is greater than that of the non-trafficked area.
2. An Environmental and/or Agricultural Inspector with experience and training in the proper identification of compacted soil and operation methods of deep decompaction tools is required to observe the daily operation of the ripper/subsoiler to ensure the conditions are appropriate for decompaction efforts and that the proper equipment is utilized and that equipment is set-up and operated correctly.
3. To achieve the most effective shatter of the compacted soil the following guidelines have been established:
  - A. Conduct ripping when the soil is dry. Follow the "Soil Plasticity Test Procedures" detailed in Appendix B to determine if soil conditions are adequately dry to conduct decompaction efforts.
  - B. Deep ripping shall be conducted using a ripper or subsoiling tool with a shank length of no less than 18 inches and a shank spacing of approximately the same measurement as the shank length.
  - C. Use a ripper with a knife length of no less than 2 inches more than the desired depth of decompaction.
  - D. To best promote revegetation and restore crop production, a total depth of 30 or more inches of non-compacted soil (topsoil plus subsoil) is recommended. At a minimum, rip the subsoil to a total depth of no less than 16 inches and rip the replaced topsoil to a depth of no less than 2 inches more than the depth of the replaced topsoil. If decompacting the entire 30 or more inches through the topsoil, a larger ripping tool will be required to achieve the full depth of decompaction.

The knife length required when decompacting the entire 30 or more inches through the replaced topsoil is the depth of the topsoil plus 18 inches or a minimum depth of 32 inches, whichever is greatest. This will allow for decompaction to approximately the same total depth achieved when decompacting the subsoil prior to topsoil replacement or a minimum depth of 30 inches.
  - E. The minimum depths of decompaction stated above in 3.D. are required where possible. A safe distance from sub-surface structures (tile drains, pipelines, buried utilities, bedrock, etc.) must be maintained at all times. Where such structures exist, a lesser depth of decompaction will be required to prevent damage to equipment and the structures as well as to maintain a safe work environment. The allowable decompaction depth in these instances will be determined on a site by site basis.
  - F. When the knives are in the soil to the desired depth the tongue of the ripper should be parallel to the surface of the ground.

- G. Select a tractor that has enough horsepower to pull the ripper at a speed of 1.5 to 2 mph and whose footprint is of equal or lesser width than the ripper. Tracked equipment is preferred and typically required to achieve this criteria.
- H. The ripper shanks should not create ruts, channels, or mixing of the sub-soil with topsoil. A speed of 1.5 to 2 mph is recommended to minimize the risk of rutting and soil mixing. The ideal operating speed can vary with soil characteristics and ripping tool used. An excessive travel speed will often increase mixing of soil horizons.
- I. When the equipment is set up and operated correctly, the ripper should create a wave across the surface of the ground as it lifts and drops the soil.
- J. Make one ripping pass through the compacted area. Using a penetrometer, the AI will measure the PSI between the ripped knife tracks to determine if the single ripping pass was successful. Additional passes should only be used where needed as they may reduce the effectiveness of the ripping by re-compacting the soil shattered in the previous pass.
- K. If the first pass does not successfully decompact the soil, additional passes will be needed. Should multiple passes of the ripper be needed to achieve decompaction between the knives tracks of the ripping tool, the subsequent passes should be positioned so the knife tracks from the previous pass are split by the second pass. If three or more passes have been made and sufficient decompaction has not yet been achieved the AI may choose to halt further decompaction efforts in that area until conditions improve or better methods are determined.
- L. Following ripping, all stone and rock three or more inches in size which has been lifted to the surface shall be collected and removed from agricultural areas.
- M. After ripping has been conducted, do not allow unnecessary traffic on the ripped area.
- N. In agricultural lands and croplands that will not be replanted to vegetation by Alliance, recommend to landowners to plant a deep rooted crop following decompaction. Reduced compaction created by the ripper pass will not remain over time without subsequent root penetration. Root penetration into the shattered soil is necessary to establish permanent stabilized channels to conduct air and water into the soil profile.

## Appendix B.

### Soil Plasticity Test Procedures

The Agricultural Inspector will test the consistency of the surface soil to a depth of approximately 4 to 8 inches using the Field Plasticity Test procedure developed from the *Annual Book of ASTM Standards, Plastic Limit of Soils* (ASTM D-424).

1. Pull a soil plug from the area to be tilled, moved, or trafficked to a depth of 4-8 inches.
2. Roll a portion of the sample between the palms of the hands to form a wire with a diameter of one-eighth inch.
3. The soil consistency is:
  - A. Tillable (able to be worked) if the soil wire breaks into segments not exceeding  $\frac{3}{8}$  of an inch in length.
  - B. Plastic (not tillable) if the segments are longer than  $\frac{3}{8}$  of an inch before breaking.
4. This Procedure is to be used to aid in determining when soil conditions are dry enough for construction activities to precede.
5. Once the soil consistency has been determined to be of adequate dryness, the plasticity test is not required again until the next precipitation event.

# Storm Water Pollution Prevention Plan

City of Effingham Sanitary Sewer Improvements

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This plan has been prepared to comply with the provisions of the NPDES Permit Number ILR10, issued by the Illinois Environmental Protection Agency for storm water discharges from Construction Site Activities.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

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Signature

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Date

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Engineer  
Title

## 1. Site Description

### a. SITE DESCRIPTION

Installation of 4 manholes, 268 VF of sanitary sewer manhole rehabilitation, clean, inspect and install cured in place concrete pipe (CIPP), reinstate service laterals, miscellaneous work.

### b. SEQUENCE OF MAJOR ACTIVITIES

1. Sanitary Sewer Replacement/lining. This work will involve the lining of the existing sanitary sewer, installation of 4 manholes via backhoe/highhoe excavation, lining, manhole installation, etc.
2. Final Cleanup and Stabilization. This work includes removal of debris, final grading, seeding, and mulching and landscaping as required to return the site to its original condition.

c. The total area of the project will be approximately \_\_\_\_\_ acres. Of this total area, it is estimated that \_\_\_\_\_ acres will be disturbed. The total project area was estimated by using the normal easement width of 20' and multiplying it by the length of the project. The estimated area of actual disturbance is based upon normal operating procedures which require an approximate disturbed width of 12 feet multiplying it by the project length. The water line location and easement widths are shown on the individual plan sheets.

\*If more than one acre is disturbed, the Contractor is responsible to submit a Storm Water Pollution Prevention Plan to the IEPA

- d. Although the total disturbed area is relatively large, the effect on individual drainage areas and patterns will be miniscule because of the nature of the activity. The trenching activity will normally cross the drainage tributaries at 90° angles and the larger tributaries will be directional bored with no disturbance to the tributary
- e. There will be no change to the existing runoff coefficient because the disturbed area will be restored to their original condition. The individual runoff c coefficients range from a high of 0.75 for cultivated areas to a low of 0.15 for heavily vegetated areas. (IDOT Drainage Manual)
- f. There is not a localized receiving water because of the linear nature of the project.

## **2. Erosion and Sediment Controls**

Stabilization practices include temporary seeding and permanent seeding and mulching. Naturally vegetated areas that have been disturbed by the construction operations will be temporarily seeded within 14 days of the last disturbance. Permanent seeding and mulching and other landscaping will be completed as soon as all ground disturbing activities are completed. Temporary erosion control seeding shall be applied at the rate of 100#/acre.

Structural control measures include silt fence, temporary straw bale ditch checks.. Temporary straw bale ditch checks shall be used to prevent longitudinal erosion when the trench is in a swale of ditch. Silt fence shall be placed at these locations where sheet runoff will transport silt beyond the easement limits. Specific locations to be determined by the Engineer on site.

Storm Water Management. Temporary Erosion Control measures shall be left in place and properly maintained until permanent erosion control is in place and working properly and seeded areas have been established. Once permanent controls are functional and established, temporary measures shall be removed from the site. Temporary measures may be left if directed by the Engineer. This determination shall be made on a case by case basis.

## **3. Other Controls**

- a. Waste disposal. No solid materials shall be discharged into waters of the State of Illinois.
- b. Contractor shall take precautions to prevent spillage of fuel and other petroleum products. Used oil containers, oil filters, grease cartridges, oily rags and other contaminates shall be properly disposed of off site.

## **4. Timing of Controls/Measures**

Structural and stabilization practices will be performed as work progresses. These measures will be completed within 14 days of the last earth disturbing activity.

## **5. Certification of Compliance with Federal, State, and Local Regulations**

There are no other applicable requirements for sediment and erosion control affecting this project.

## **6. Inspection and Maintenance Procedures**

Qualified Contractor Personnel shall inspect disturbed areas of the project on a weekly basis and within 24 hours of the end of a storm that is 0.5 inches or greater.

Contractor Inspector shall record damages or deficiencies in the control measures on the attached inspection report form. Corrective action shall be taken no later than 7 days of the inspection.

The Contractor shall maintain records of the inspections and make these records available upon request of the Engineer or other state or local official who has SWPP approval authority.





