

INVITATION FOR BIDS
Salem Bid P2021-15
NAL Electrical Project

The City of Salem will receive bids for the North American Lighting Electrical Improvement and required ancillary work until 10:00 A.M. on 12/13/2021 Project as described in detail further within the bid documents. All Bids shall be delivered to Salem via in person or by mail to Salem City Hall located at 101 South Broadway, Salem, IL 62881.

Bidding information and contract documentation including drawings and technical specifications, are available for review at the North American Lighting Headquarters 2275 S. Main Street Paris, IL 61944. Copies of the contract documents may be obtained by contacting North American Lighting located at North American Lighting Headquarters 2275 S. Main Street Paris, IL 61944 or call 217-465-6600. A walk-through will be scheduled at a later date.

A satisfactory Bid Bond executed by the Bidder and an acceptable surety in an amount equal (5%) of the total Bid shall be submitted with each bid packet. Attention is also called to the fact that not less than the minimum prevailing wage salaries and wages as outlined in the contract documents must be paid on this project. The contractor must ensure that employees and applicants for employment are not discriminated against because of race, color religion, sex, or national origin.

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

A substance Abuse Policy and certificate of insurance must be submitted before a contract is signed.

The successful bidder MUST be registered on SAM.gov before a contract award will be made.

Bid Opening shall occur at Salem City Hall located at 101 South Broadway, Salem, IL 62881. Bids may be held by the City of Salem for a period not to exceed thirty (30) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualification.

City of Salem



North American Lighting, Inc.
Corporate Office
2275 S. Main St.
Paris, IL 61944
(217) 465-6600

2021 SALEM ELECTRICAL DISTRIBUTION UPGRADE

FOR PROPOSAL DEVELOPMENT PURPOSES ONLY
(NOT FOR CONSTRUCTION)

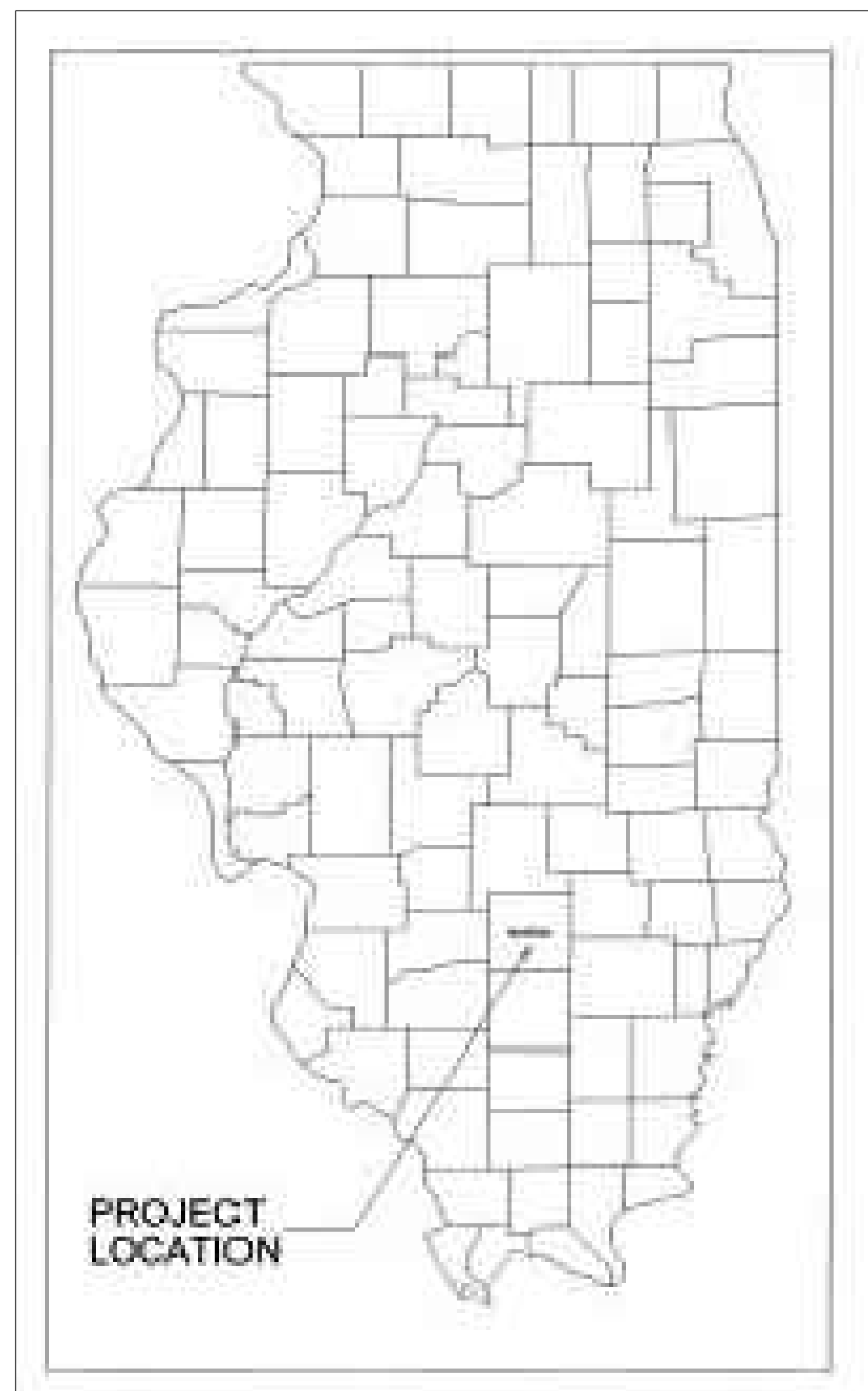
DATE ISSUED: 10/2021

INDEX OF DRAWINGS

T1 TITLE SHEET

E1 ELECTRICAL DISTRIBUTION PLAN

E2 ELECTRICAL DETAIL SHEET

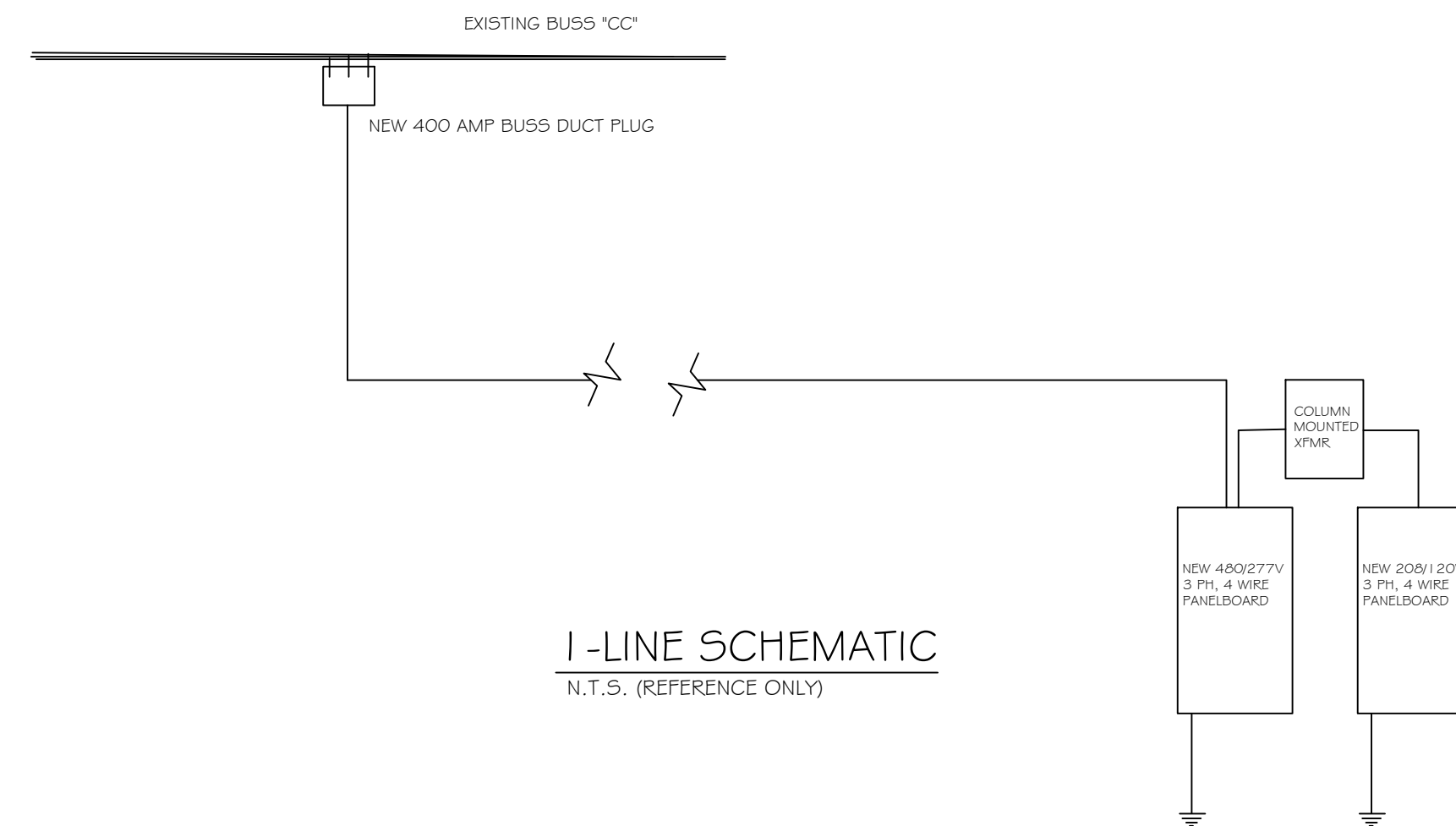


NOTICE: This drawing and contents SHALL NOT be reproduced in ANY MANNER without written approval.

ELECTRICAL NOTES:

LABELING:

LABEL ALL: PANEL BOARDS
SWITCH BOARDS
SWITCHGEAR
BREAKER BUSPLUGS
OUTLETS (480V, 277V, 208V, 120V)



DISTRIBUTION PANELBOARDS:

- ELECTRICAL CONTRACTOR TO PROVIDE AND INSTALL 277/480V 3-PHASE 4-WIRE
- DISTRIBUTION PANELBOARDS AS SHOWN ON PLAN.
- PANELBOARDS TO BE 225A MAIN BREAKER WITH THE FOLLOWING BRANCHES:
 - (3)-50A-3P
 - (3)-60A-3P
 - (9)-20A-1P
- PROVIDE WITH COPPER BUS.
- PROVIDE WITH SURFACE COVER.
- INSTALL PANELS SO THAT NO BREAKER IS HIGHER THAN 6" AFF OR LOWER THAN 2" AFF.
- BREAKERS TO MATCH EXISTING WAREHOUSE

APPLIANCE PANELBOARDS:

- ELECTRICAL CONTRACTOR TO INSTALL 120/208V 3-PHASE 4-WIRE APPLIANCE
- PANELBOARDS AS SHOWN ON PLANS.
- PANELBOARDS TO BE 200A MAIN BREAKER WITH THE FOLLOWING BRANCHES:
 - (3)-20A-2P
 - (2)-30A-2P
 - (30)-20A-1P
- PROVIDE WITH COPPER BUS.
- PROVIDE WITH SURFACE COVER.
- INSTALL PANELS SO THAT NO BREAKER IS HIGHER THAN 6" AFF OR LOWER THAN 2" AFF.
- BREAKERS TO MATCH EXISTING WAREHOUSE
-

DRY TYPE TRANSFORMERS (CEILING MOUNTED):

- ELECTRICAL CONTRACTOR TO INSTALL DRY TYPE TRANSFORMER FOR EACH 120/208V
- PANELBOARD SHOWN ON PLANS.
- TRANSFORMER TO BE 75KVA, 480- 120,208V.
- PROVIDE MOUNT BRACKETS AND TERMINATION KIT.
- INSTALL TRANSFORMERS AS SHOWN ON PLANS.
- SUPPORT BUSWAY FROM 1/2" ALL-THREAD ROD SUSPENDED FROM BUILDING STRUCTURE @ 18 MIN. A.F.F. SUPPORT ROD SPACING TO NOT EXCEED 5'.
- GROUND TRANSFORMER TO BUILDING STEEL.

CONDUIT:

- ALL CONDUIT FITTINGS TO BE COMPRESSION FITTING CONNECTORS

NOTES:

1. THE MAXIMUM SIZE COMBINED VOLTAGE DROP OF A FEEDER AND A BRANCH CIRCUIT SHOULD NOT EXCEED 5 PERCENT.
2. CURRENT CARRYING CONDUCTORS SHOULD BE DERATED PER N.E.C. TABLE 310-15(B)(2)(A).
3. UNDERSIZING OF NEUTRAL CONDUCTORS WILL NOT BE ALLOWED.
4. NO MORE THAN THE MAXIMUM NUMBER OF CONDUCTORS PER TRADE SIZE CONDUIT (NEC APPENDIX C TABLE C1) SHALL BE PERMITTED.
5. FEEDERS AND BRANCH CIRCUITS SERVING PANELBOARDS, LIGHTING CIRCUITS, GENERAL PURPOSE ELECTRICAL RECEPTACLES AND EQUIPMENT NOTED ARE TO BE ROUTED CONDUCTORS IN GALVANIZED COMPRESSION FITTING CONDUIT. CIRCUITS FEEDING EQUIPMENT IDENTIFIED WHERE NOTED ON SHEET 'E1' ARE TO BE FED FROM OVERHEAD ROUTED IN TRAY CABLE (RATED AT 600V) IN CABLE TRAY TO JUNCTION BOX, FROM JUNCTION PROVIDE 'S' CORD WITH CHAIN RESTRAINT ATTACHMENT TO CORD AND FEMALE TWO-LOCK (Ø AFF) TERMINATION COMPATIBLE WITH EQUIPMENT REQUIREMENTS.

2021 Salem Electrical Upgrade

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1. Bid Requirements and General Bidding Conditions
2. Program Definition
3. Requirements by Construction Division
4. Bid Form
5. NAL Contractor Safety Program



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Program Definition

Project Name: 2021 Salem Electrical Upgrade

Date: 10/1/2021

Design Build Proposal Request

Summary:

Work is to include provision of (1) new 3 Ph, 480V/277V panelboard rated at 400 amps and (1) new 3 Phase 208v/120v panelboard rated at 225 amps in the existing service plant building in Salem, Illinois. Bidders are to provide single prime design build proposals for complete project delivery, including direct and /or subcontracted trades necessary for complete, quality construction.

Prices quoted shall be firm for a period of thirty (30) days after date established for the opening of bids. North American Lighting, Inc. reserves the right to reject any or all bids, to waive informalities in the bids, and to accept the bid which it considers to be in the best interest of North American Lighting, Inc. All work shall be conducted and coordinated so as not to interfere with normal operations of North American Lighting, Inc.

Proposal is to include the costs for design and construction, all permitting and design release fees required by authorities having jurisdiction with general requirements included as indicated.

General:

An appropriately modified contract is anticipated to be executed for the project described between the State of Illinois and Design Build Contractor.

Contractor is to provide all necessary materials, tools and equipment for completion of project.

Smoking is not permitted on NAL property.

Contractor is to provide PPE equipment for all construction employees, including high visibility vests, hard hats, safety glasses, and steel toe protective footwear. Contractor shall be responsible for ensuring that proper safety measures are observed on the jobsite, and will review and follow NAL safety rules and OSHA regulations as applicable.

The job site is to be neat and orderly. All debris is to be disposed of by the contractor in accordance with all local, state and federal regulations.



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All of the contractors and sub-contractors employees shall dress appropriately. Shirts and shoes are required at all times. Cut-off jeans, tank tops and sleeveless shirts are not considered appropriate for work inside the plant.

All contractors, sub-contractors and their employees are required to complete NAL's safety training and Environmental training courses prior to obtaining visitor passes, working on site and entering the facility. Completion of course will be filed & must be updated annually.

A hot work permit must be obtained from the maintenance supervisor prior to any hot work.

Contractors and subcontractors to provide waivers of lien with progress payment requests and final lien waivers with final payment requests.

Contractor to provide all man lifts, fork lifts, and other needed equipment needed to complete the project.

Contractor to provide all PPE and training for PPE and follow all OSHA and NAL safety guidelines.

APPLICABLE CODES AND STANDARDS:

The design and construction shall be in accordance with all applicable codes and industry standards including the International Building Code, the International Plumbing Code, the International Mechanical Code, The National Electrical Code, and The International Fire Code. Industry standards shall include those of the NFPA, SMACNA, IESNA, and ASHRAE. Other codes and standards are to be followed as applicable and/or as determined by the local authority having jurisdiction. **Reference: NAL Plans Dated 10/01/2021**

Project Scope:

The scope of work is described more completely as follows:

Site Work:

N/A

General Construction:

Mechanical, Plumbing, Fire Protection Work:

Work to include verifying existing systems affected by proposed work and coordinating routing and installation so as to minimize disruptions to service and maintain access to all systems once new work is in place.

Electrical Work:

- Provide new 400 amp buss duct plug in existing 3 Phase, 4 wire 480V Bussway CC.
- Route conductors in conduit to new 480V/277V 3 Phase, 4 wire 400 amp panelboard.



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- Provide new 480V/277V to 208V/120V transformer mounted overhead on steel column
- Provide primary feeds from 3 pole breaker in 480 V panelboard to transformer.
- Provide secondary feed from transformer to new 208V/120V panelboard.
- Megg all new connections and bus to be sure all phases are clear to ground.
- Portions of work will require weekend shutdown work. All shutdowns are weekend work and must be pre-approved by NAL PRIOR to work being started.

Performance Criteria:

The attached divisions of construction are to be provided in accordance with standard construction industry practices and as required for complete, functional use of the facility. Design Build contractor shall fully develop construction specifications accordingly, coordinated with the project requirements identified above and on drawings.

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General: Design Build contractor shall incorporate the following construction criteria into fully developed construction specifications for complete, quality delivery of the program described in the scope documents.

Division 1, General Requirements

Instructions to Bidders, General Bidding Requirements, Construction Program Definition, shall be developed by design builder.

Division 2, Site Work

SITE UTILITIES

UTILITY METERS

EXCAVATING, BACKFILLING AND GRADING

Stripping Topsoil

Rough Grading

Excavation for Buildings and Structures

Backfilling

Soil Quantities

SITE DRAINAGE

Drainage Piping

DRIVES AND ROADWAYS

PARKING SURFACES

PAVEMENT MARKINGS

PARKING BUMPERS

Division 3, Concrete

CONCRETE REINFORCING

REINFORCING SUPPORTS

CONCRETE

Concrete not exposed to weather shall be 4000-PSI minimum compressive strength at 28 days, and shall be in accordance with ASTM, C-94. All concrete exposed to the weather shall be 4,000-PSI minimum compressive strength at 28 days.

Concrete Slab-on-grade floors (4,000 PSI w/6x6 #10 Welded Wire Mesh):

6" – Warehouse, Mechanical Room, Compactor, Restrooms, Ship/Rec, Driver area, Air Comp. Rest rooms, Janitor's Closets, Break and Vending areas, general office areas and spaces not otherwise noted.

8" – Loading docks, interior and exterior.

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Provide thickened slabs, reinforced as required at all CMU walls & other required areas.

Provide concrete retaining walls next to recessed dock locations

Contractor to maintain floor flatness reading of FF35 in accordance with ACI standard 117.

Provide 10 mil minimum moisture barrier under concrete slabs.

GC to provide control joints, construction and expansion joints as required. Provide backer rod and self-leveling epoxy fill at such joints to provide a continuous water tight finish.

Provide minimum 8" compacted granular fill for all concrete floors.

Column isolation joints are to be provided with expansion material and surface to be finished with self-leveling epoxy fill for water tight finish.

Provide recessed slabs at entrances for walk-off mats where indicated.

Contractor to maintain floors in clean, dry condition during construction.

Concrete Sealing: Provide Lapidolith™ sealant on concrete floors unless otherwise noted.

Quality Control: Contractor shall maintain and provide records of test reports of each delivery of concrete, including slump tests, 7 day and 28 day breaks.

Division 4, Masonry

CONCRETE MASONRY UNIT

Installation

Bond Beams

Cleaning Masonry Work

EXPANSION JOINT MATERIALS

Division 5, Metals

STRUCTURAL METAL FRAMING

STEEL JOISTS, METAL DECKING

MISCELLANEOUS METALS

Division 6, Wood and Plastics

ROUGH CARPENTRY

LAMINATE CASEWORK

Division 7, Thermal and Moisture Protection

VAPOR BARRIER AND BUILDING WRAP

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Roof Systems

BUILDING INSULATION

SINGLE PLY MEMBRANE ROOFING AND ROOF INSULATION

SEALANTS AND CAULKING

Silicone sealants are prohibited in NAL production facilities.

Division 8, Doors and Windows

FLUSH STEEL DOORS

Door Hardware:

SECTIONAL OVERHEAD DOORS

ALUMINUM DOORS, FRAMES AND HARDWARE

FIXED ALUMINUM WINDOWS

FINISH HARDWARE

ELECTRONIC ACCESS CONTROL SYSTEM

Division 9, Finishes

Division 10, Specialties

Division 11, Equipment

Division 12, Furnishings

Division 13, Special Construction

Division 15, Mechanical Construction:

BASIC MATERIALS AND METHODS

Building Management System:

Division 16, Electrical Construction:

BASIC MATERIALS AND METHODS

Materials and Equipment:

All materials shall be new of good quality and made by nationally recognized and substantially established manufacturers. Materials shall conform to the standards of Underwriters' Laboratories where applicable. Any materials, devices, or equipment referred to by name or trade name, or any other specific manner, shall be understood to refer to the grade or quality required and in no way eliminates other materials, devices or equipment of equal quality. However, in case of dispute over the quality of this substitute item, it shall be the subcontractor's responsibility to overcome such dispute through submittal of technical data and other information as needed.

Excavation, Trenching, and Backfilling:

Provide all excavating and backfilling necessary for the complete electrical installation.

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Excavate trenches to required grade and depth with any sufficient material removed to provide working space. Trenches excavated below required depth shall be refilled to proper depth with compacted sand. Trenches shall be shored and sheet piled as necessary to prevent caving or endangering the work of others. Subcontractor shall be held solely responsible for damage caused by his work.

No conduit, etc. shall be laid in water. Furnish all pumping equipment, power, temporary connections, etc. and do all pumping necessary for removal of ground or other water.

Backfill inside the building and outside the building under bituminous or concrete surfaces shall be granular material, free from large stones and organic and perishable materials. Place all backfill in 6" layers and compact thoroughly to 95% of maximum modified Proctor density before placing succeeding layers. Carry backfill to established grade elevations. Backfill material at unimproved areas may be material from the site, free from large stones and other objectionable material. Correct any detrimental settlement of any surfaces.

Conduits under slab must be within the subgrade or stone base and not be laid on stone.

Raceway System:

Furnish and install a complete conduit raceway system for all feeders, branch circuits, control, instrumentation, and communication circuits, unless otherwise indicated in the specifications or on the plans.

All conduit shall be furnished in manufactured lengths and except as otherwise specified, shall be full-weight, rigid steel conduit, aluminum conduit, or type IMC Intermediate Metal Conduit (where permitted by code) protected inside and out by a coating of metallic zinc and shall comply with Underwriters' Laboratories Standard for Rigid Steel Conduit.

Rigid steel heavy wall or IMC conduit must be used in the following locations:

- a. All conduit installed in granular base below concrete slab on grade, unless PVC is allowed per local code.
- b. All conduit stubbed up from floor or stubbed through outside wall or roof.
- c. Compressor Room, Process Water Room, Electrical Room.

No conduit shall be in direct contact with the earth, unless it is PVC schedule 40 heavy wall or Class 2000 Fiberdect.

Conduit shall not be installed horizontally through a concrete floor slab on grade.

Electric metallic tubing (thin wall conduit) bearing the U.L. label of approval may be used for branch circuit wiring, feeders, and for auxiliary systems except it shall not be used for runs specified to be installed in rigid conduit (see paragraph 3). Thin wall conduit is acceptable in supported concrete floor decks above grade.

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Conduits shall be of the size required to accommodate the number of conductors in accordance with the tables given in the current edition of the national electrical code.

All conduit shall be run concealed except that exposed surface conduit may be installed where concealment is found to be impractical or impossible and only with the approval of the general contractor.

Conduits shall be continuous from outlet to outlet, and from outlets to cabinets, junction or pull boxes, such that each system shall be electrically continuous from point of service to all outlets. Entire raceway system shall be made water tight where installed in wet places, underground or where buried in masonry or concrete.

Cap conduits upon installation. Remove caps, swab-out conduits, install junction boxes, panel board tubs, etc. prior to installation of wire.

Conduit runs that extend through areas of different temperature or atmospheric conditions, or that are partly indoors and partly outdoors, shall be sealed and installed in a manner that will prevent drainage of condensed or entrapped moisture into cabinets, motors or equipment enclosures. Overhead conduits shall be provided with seal and drain fittings.

In structural concrete floor decks conduits or sleeves shall be located as close to the middle of concrete slab or walls as practical without disturbing the reinforcement. Outside diameter shall not exceed 1/3 of the slab thickness and conduits shall not be spaced closer than three times conduit diameter and shall otherwise comply with the latest edition of the American Concrete Institute "Manual of Concrete Practice - ACI-347".

In conduit runs that extend perpendicular through structural expansion joints provide expansion fittings as required.

Flexible metal conduit in code approved lengths and sizes shall be used for final connections of all equipment subject to vibration or movement and for all motors, auxiliary transformers and for connection to recessed lighting fixtures in suspended ceiling. Liquid tight flexible conduit shall be used in wet locations. A separate ground wire shall be provided through all flexible connections, except for lighting fixtures providing that U.L. approved grounding type connectors are used.

Each conduit extending through roof shall pass through a Carlisle or equal E.P.D.M. molded pipe flashing at the roof line. Conduit and molded pipe flashing shall be installed in advance of General Contractor's roofing work. The pipe flashing shall be sized as required to fit conduit and shall be installed in full compliance with manufacturers recommendation.

Conduit shall be securely fastened to structural parts of the building. Supporting devices shall be specifically designed for the application. Perforated hanger iron is NOT acceptable. Furnish and install inserts as required. Install continuous slot or T-slot concrete insert channel with anchor and caps, insert joiner clips and closer seals where required. Conduit shall not be attached to ceiling grid suspension wires or the ceiling grid itself.

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Conduit terminations at cabinets and boxes shall be rigidly secured with galvanized lock nuts and bushings as required by code.

Couplings and connectors shall be as manufactured by Appleton, Midwest, Raco, or Steel City and as follows.

- a. Terminations for rigid heavy wall steel conduit shall be liquid-tight, made of steel and insulated throats and double locknuts except that rigid no-thread compression type can be used.
- b. Terminations for E.M.T. shall be rain-tight, compression type made of steel with insulated throat. Cast compression type will be acceptable.
- c. Indentor, drive-on type or cast set screw type couplings or connectors are not acceptable.

Running threads will not be permitted. Where required use manufactured threadless couplings. Split type connectors are not acceptable.

Cable Tray:

Outlet Boxes:

Busway Systems

Circuit Breaker Bus Plugs

Basis of design to be Siemens Sentron Bus Plugs, rated at 65 KAIC.

Easy to read "position indicator" label, readable from the floor, clearly indicating "Off," "On," or "Tripped" position.

Frame sizes from 125 amps to 800 amps with interrupting ratings of standard, high or current limiting. Circuit breaker bus plugs shall be shipped complete with factory installed circuit breakers.

WIRE AND WIRING METHOD

Copper conductors shall be used through-out the entire project. Conductors for feeders, branch circuits, control and other circuits 600 volts and below shall have 600 volt insulation; factory color coded for all wire No. 10 AWG and smaller. All wire and cable shall be new and shall be as manufactured by Anaconda, Cyprus, General Electric, or as otherwise approved and as follows:

Type THHN/THWN solid in all general areas for sizes No. 12 and No. 10 AWG branch circuit wiring.

Type THHN/THWN stranded for all wire No. 8 AWG and larger.

Type THHN, 90 degrees C for branch circuit wiring in wiring in fluorescent fixture channels, No. 12 AWG minimum.

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Type AVA, 110 degrees C for all wiring to equipment mounted on boiler, incinerator, exhaust hoods, and elsewhere where high ambient temperature conditions exist.

Type THHN/THWN, color coded, 7 strand, No. 14 AWG minimum for all control wiring.

Fixture outlets shall be wired using conductor with insulation suitable for the current, voltage and temperature to which the conductor will be subjected. Wiring shall conform to code requirements and the following:

No. 12 wire size minimum for conductors supplying power to a single fixture. 600 volt insulation minimum for circuits exceeding 150 volts to ground and for wiring between ballasts and lampholders.

Insulation suitable for operation to 90 degrees C minimum or as required for lighting fixtures with integral ballasts, mogul base sockets, quartz lamps, or otherwise where subject to excessive temperatures.

Joints, taps, and splices in conductors No. 10 AWG and smaller shall be made with compression type solderless connectors with plastic cover and shall be "Scotchlok" as made by 3M: T & B, Ideal, and Buchanan B-Cap approved equal.

Joints, taps, and splices in conductors No. 8 AWG and larger shall be made with solderless pressure type connectors similar to Burndy, Thomas & Betts Company, or approved equal. Each tap, joint, or splice in conductor No. 8 AWG and larger shall be taped with two half-lap layers of Scotch No. 33 vinyl plastic electrical tape and a finish wrap of Scotch No. 35 color coding tape, where required by code, as manufactured by Minnesota Mining and Manufacturing Company.

Wiring Devices:

Insofar as possible, all wiring devices shall be of one manufacturer. Reference to Hubbell devices has been used as a means of establishing grade and type for use on the project. Comparable devices of Arrow-Hart, Bryant, General Electric, or Pass & Seymour will be considered as equal. All devices shall be specification grade.

General use switches shall be rated at 20 amperes. 120/277 Volt AC, Underwriter's approved, quiet toggle type Hubbell No. 1221-I, No. 1222-I, No. 1223-I, and No. 1224-I.

Weatherproof switches shall be Hubbell No. 1221 with Crouse-Hinds No. S185G cover.

Switches controlling equipment, the operation of which is not evident from the switch position shall include Hubbell No. 1201-PLC or No. 1221-PLC lighted toggle switch. Each switch shall be complete with engraved plate to identify equipment being controlled.

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Incandescent dimmer switches shall be specification grade, continuously adjustable rotary or slide type rated at 120 volt, AC, Underwriter's approved. In no case shall dimmer be sized less than 125% of the connected load.

All general purpose receptacles shall be of specification rated for the capacity and characteristics of the equipment served, grounding type and shall be as follows:

Duplex Receptacles: 20 ampere Hubbell No. 5342-I.

Duplex Weatherproof Receptacles: 20 ampere Hubbell with cast aluminum lockable covers suitable for a flush installation.

Device plates shall be specification grade, polished aluminum in finished areas. .

Motor Wiring and Wiring for Other Trades:

The electrical subcontractor shall check the drawings and specifications of all other divisions of work such as heating, ventilating, air conditioning, plumbing, mechanical equipment, etc. for equipment and work which must be included in order to provide a complete electrical installation. In particular refer to paragraph 15.1.F of the Heating and Ventilating Specifications.

Receive electric baseboard heaters, cabinet unit heaters, electric wall heaters, etc. from the mechanical subcontractor and install same. Receive thermostats furnished by mechanical subcontractor with these units and other unit heaters and install same, including all necessary wiring.

Provide all disconnect switches and connect all power roof ventilators, exhaust fans, supply fans, and motorized dampers furnished with these units. Control wiring for motorized louvers and dampers and interlocks with power roof ventilators shall be provided by mechanical subcontractor.

All associated starters, motor controls, pilot devices etc. furnished by others shall be delivered to the electrical subcontractor who shall receive, handle, set, mount, and install this equipment. The electrical subcontractor shall furnish all brackets, supports or other fittings required for mounting this equipment.

Subcontractor shall extend motor circuits in accordance with code requirements from the source of supply to the associated motor starter and from same to motor terminal box including all required intermediate connections.

Final connections at motors shall be made with flexible metal conduit with electro-galvanized single strip steel armour and equipped with integral copper ground conductor and separate ground conductor as described elsewhere.

Electrical subcontractor shall provide power to all electrical equipment provided by the general contractor or any other subcontractor as specified, and appropriate disconnect switch if required.

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Unless otherwise noted, motor control wiring less than 120 volts associated with heating, ventilating, air conditioning, plumbing, and mechanical equipment shall be considered "low voltage wiring" and shall be done by subcontractor furnishing the equipment.

Unless otherwise noted, motor control wiring 120 volts and greater shall be considered "line voltage wiring" and shall be installed by the electrical subcontractor in full compliance with the plans and specifications established under architectural, heating, ventilating, air conditioning, plumbing, and mechanical equipment divisions of the project.

It shall be the responsibility of the electrical sub-contractor to obtain manufacturers wiring diagrams of all electrical equipment furnished by other contractors and he shall not proceed to wire the equipment without this information.

All other control and/or interlock wiring for heating, ventilating, air conditioning, plumbing, Halon, elevator, and lawn irrigation will be done by the respective subcontractor providing these pieces of equipment. This subcontractor shall coordinate his work and verify power and wiring requirements with applicable contractors and/or the general contractor BEFORE any wiring is installed for these respective units.

ELECTRIC SERVICE, METERING AND DISTRIBUTION

The electric service characteristics for this project shall be as defined by the scope of work documents. The subcontractor shall coordinate with Tri County Electric Cooperative to verify all service information specified before submitting his bid. Any required deviation from the information listed in the design criteria or the specifications shall be included in the Base Bid price.

Electrical subcontractor shall use the following demand in calculating the service requirements for the project.

ITEM	DEMAND/DIVERSITY FACTORS
Lighting	100% of connected load
General & Specific Use Receptacles	100% of the 1st 10KW, 50% of balance
Major Mechanical (over 100KW each)	100% of seasonal connected load
Misc. Mechanical	80% of seasonal connected load

A minimum of 25% future breaker/switch space shall be provided in each switchboard, lighting distribution and power panel board.

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A minimum of 25% reserve capacity shall be provided at the switchboard and each lighting and power panel board.

Distribution Panelboard

Furnish and install service and distribution switchboard as specified herein. Switchboard shall be constructed in accordance with the latest NEMA, UL, utility and local inspection authorities standards. Switchboards shall, as a complete unit, carry a single short circuit current rating as established by manufacturers testing and U.L. Standards.

The switchboard shall be dead front, indoor construction, consisting of free standing sections fabricated from cold rolled steel and joined to form a single assembly. Both the front and rear of all sections shall align. The complete assembly shall be finished with a baked-on light gray ANSI-49 enamel over a primer approved by the paint manufacturer.

All bolts used to join current carrying parts and individual devices shall be installed from the front only, to make servicing possible without rear access. All line and load connections must be front accessible. Top, side, front and rear cover plates shall be field removable. Subcontractor shall not install conduit or other equipment to interfere with the removability of side panels.

The switchboard shall be bussed with silver finished aluminum or copper bus bars of a sufficient cross sectional area to meet U.L. Standard 891 temperature rise, and braced for 50,000, 100,000 or 200,000 amperes symmetrical, as required. Phase and neutral bus bars shall run together between sections. Where incoming service is underground, an underground-pull or auxiliary section shall be furnished to isolate the incoming underground service conductors. This incoming section shall be of the top-bussed type complete with terminations for cables as indicated on the plans and shall be sealable per utility requirements.

A metal nameplate shall be permanently affixed to the incoming section and contain the following information.

Name of manufacturer

- b. System voltage
- c. Ampacity
- d. Short circuit current rating
- e. Type of switchboard
- f. Manufacturers shop order number and date

Where provisions are required for the mounting of utility metering transformers, the metering transformer section shall be manufactured to meet the requirements of the utility involved and the manufacturer shall submit drawings to the utility for approval.

The main horizontal bus shall be fully rated through each distribution section. Each distribution section shall contain a vertical bus having an ampere rating equal to 80% of the total branch circuit devices in that section. A ground bus of adequate size and thermal capacity shall extend the entire length of the switchboard.

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The main branch switches rated 800 amperes and higher shall be bolted pressure type complete with electric trip when used in conjunction with ground fault protection equipment. All switches 800 ampere and higher shall be furnished with provisions for NEMA Class L high interrupting capacity fuses and arranged for front connection. All switches shall be load-break type with stored energy type operating mechanism to provide quick-make and quick-break operation. The operating handle shall be mechanically interlocked with fuse access door and have provisions for padlocking in the open position. Electric trip type switches used in conjunction with ground fault protection shall be listed under UL Subject 977, Appendix 3, the significant requirements of which are as follows:

Switch shall be used without lockout circuitry and shall be capable of interrupting 12 times its continuous rating.

Electrically operated trip mechanism shall operate successfully at 55% of its rated voltage.

Operating mechanism shall be such that when the switch is closed by the manual operating means, the mechanism shall immediately be in a condition to open by the electrical tripping means without further manual operation.

Switches rated 600 amperes and lower shall be horizontally mounted, fusible type with quick-make, quick-break handle type operating mechanism. Provisions shall be furnished for padlocking in the open position. The door shall be equipped with a voidable type interlock so that the door cannot be opened with the switch in the closed position. Each switch shall be furnished with provisions for U.L. Type R current-limiting fuses and arranged for front connection.

The main switchboard shall be complete with devices as indicated on the plans and shall include a ground fault protection system coordinated with the main switch. Ground fault protection systems shall also be included on individual feeder circuits if called for on the plans. Ground fault protection shall consist of a ground sensor encircling all phase conductors and neutral conductor, a test winding, and with the sensor output connected to a solid state type ground relay which initiates tripping of the circuit interrupting device. Ground protection shall be adjustable from 200 to 1200 primary amperes and time-current characteristics shall provide 6 to 18 cycle operation at about ten times setting depending on coordination required. Power for the electric trip circuit shall be obtained from a control transformer connected phase-to-phase on the line side of the switch.

Lighting Panelboards:

Furnish and install circuit breaker lighting panelboards incorporating switching and protective devices of the number, rating, and type required. Panelboards shall be rated for the intended voltage and shall be in accordance with the Underwriters' Laboratories "Standard for Cabinets and Boxes" and "Standards for Panelboards" and shall be so labeled where procedures exist. Panelboards shall also comply with NEMA Standard for Panelboards and the national electric code. A nameplate shall be provided listing panel type and rating.

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Circuit breakers shall be quick-make, quick-break, thermal-magnetic, trip indicating and have a common trip on all multiple breakers. Connections to the bus shall be bolt on. Circuit breakers shall be UL listed and meet the requirement of Federal Specification WC-375a, Class 1.

Fronts shall include doors and have flush, brushed, stainless steel, cylinder tumbler-type locks with catches and spring-loaded door pulls. The flush lock shall not protrude beyond the front of the door. All panel board locks shall be keyed alike. A circuit directory frame and card with a clear plastic covering shall be provided on the inside of the door.

Furnish and install distribution and power panelboards required. Panelboards shall be dead-front safety type, equipped with quick-make, quick-break fusible branch switches, thermal magnetic molded case circuit breakers or motor starters as required. Panelboards shall be listed by Underwriters' Laboratories and shall bear the U.L. label.

Panel board assembly shall be enclosed in a steel cabinet. Cabinets to be equipped with spring latch and tumbler-lock on door of trim. Doors over 48" long shall be equipped with three-point latch and vault lock. All locks shall be keyed alike.

On fusible type panelboards all switch-fuse units shall be quick-make, quick-break, with visible blades and dual horsepower ratings. Switch handles shall physically indicate ON and OFF position. Such handles shall also be able to accept three padlocks having heavy duty industrial type shackles. Covers shall be interlocked with the switch handles to prevent opening in the ON position.

On circuit breaker type panelboards, circuit breakers shall be equipped with individually insulated, braced and protected connectors. The front faces of all circuit breakers shall be flush with each other. Large, permanent, individual circuit numbers shall be affixed to each breaker in a uniform position between ON and OFF. Provisions for additional breakers shall be such that no additional connectors will be required to add breakers.

Grounding:

The electrical system and equipment is to be grounded as required by code, local ordinances, and to requirements herein.

Water system ground is required and ground wire must attach to point ahead of water meter or service shut-off valve. The piping system ground shall be augmented by code approved made electrodes so as to achieve an effective ground resistance of 25 ohms to ground as required by code.

The main grounding conductor shall be continuous without splice from water service ground to driven grounds and service equipment. A suitable jumper or shunt shall be installed around the meter.

All metallic conduits, supports, cabinets and other equipment shall be grounded so that ground will be electrically continuous from service to all outlet boxes. Provide grounding conductor in all non-metallic conduit to complete equipment ground continuity.

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Flexible conduit is not to be considered an effective grounding conductor. In all cases where flexible metallic conduit is used, a grounding conductor shall be installed.

All receptacles are to be of the grounding type with a positive ground connection to the outlet box.

All lighting fixtures shall be effectively grounded. Particular care shall be taken to provide a good and permanent ground to fluorescent fixture bodies. Fixtures mounted in continuous rows shall have metal-to-metal contact between fixtures.

Subcontractor shall install separate code rated grounding conductors to all pole mounted lighting fixtures and to all special equipment and activity areas as required by code and to all building steel.

Feeders:

Furnish, install, and connect feeders in accordance with requirements of the project with conductor insulation to conform to requirements of these specifications.

Each conduit raceway shall contain only those conductors constituting a single feeder circuit. Where multiple raceways are used for a single feeder, each raceway shall contain a conductor of each phase and the neutral where one is used.

Where impractical to do otherwise and with approval of the project's superintendent, feeder conduits may be installed in or under ground floor slabs subject to the requirement that they be totally made watertight.

Branch Circuits:

Furnish and install a complete branch circuit and control wiring system. Show circuit numbers on the plans and wire accordingly. Balanced load on the panel board bus is to be the determining factor in arrangement of circuits. Panel board loading shall be balanced to +/- 7-1/2%.

No wire smaller than No. 12 AWG shall be used for branch circuit wiring including motor circuits. Branch circuits must be sized for length of run on the following basis:

Subcontractor shall route all branch circuits and switch legs at his discretion or otherwise as dictated by construction, these specifications or instructions from the General Contractor. Show all deviations from working drawings on "Record Set" plans.

Feeder and branch circuit runs for different voltage systems, (i.e. 120/208 and 277/480 or low voltage and 120/240) shall be kept independent of each other. Equipment such as motor starters requiring more than one voltage system can contain conductors of several systems.

Emergency Circuit Wiring:

Emergency circuit wiring shall be kept entirely independent of all other wiring and equipment and shall not enter the same raceway, box or cabinet with other wiring except:

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In exit or emergency lighting fixtures supplied from two sources.

In a common junction box attached to exit or emergency lighting fixtures supplied from two sources.

LIGHTING FIXTURES

The electrical subcontractor shall furnish and install all required interior and exterior lighting fixtures. Plaster rings, fixture ends or caps, suspension units, mounting brackets and/or all other auxiliary parts necessary to make a complete fixture shall be provided. Fixtures by other manufacturers as listed below are acceptable. Emergency lighting shall be provided by battery backup.

LED Recessed/Surface Ceiling Mounted:

LED Industrial:

LED Down lights:

Exterior LED Wall Packs and Pole Lights:

LED Exit lights:

Care shall be taken in the placement of outlets, surface mounted, recessed or semi-recessed fixtures to maintain the alignment, spacing's, layout and general arrangement shown on the electrical plans. During installation, the subcontractor may vary these dimensions slightly in order to clear obstructions. Any major changes in the arrangement must be approved by the General Contractor.

All fixtures must be supported from ceiling suspension or structural system, not from ceiling material or metal deck. All stem mounted fixtures shall be suspended with swivel hangers. Stems supporting continuous rows of fluorescent type fixtures shall be symmetrically spaced about the row center. Generally there shall be one more support than the number of individual channels per row, and same shall be sliding, clamp-type with intermediate supports located at the junction of channels and providing direct support to each.

Subcontractor shall verify stem length of fixtures with General Contractor. Where stems are furnished by fixture manufacturer, he shall verify same prior to release for shipment; where stems are furnished by the subcontractor, he shall verify same prior to installation.

Should any parts of the fixtures be found to bend or not in accord with their designed position, the subcontractor shall adjust, repair, or replace the affected items as required and subject to the General Contractor's approval.

Each lighting fixture furnished by this subcontractor for installation on the project shall conform to UL requirements and bear the UL label and the manufacturer, upon request, shall supply a copy of the UL

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test report. Fixtures shall be wired using conductor with insulation suitable for the current, voltage and temperature to which the conductor will be subjected.

Acrylic lens troffers must be a minimum of 4 1/2" deep and have K12 pattern, .125 inch, 8 oz. per sq. ft. virgin acrylic lens.

Lamps:

Each lighting fixture shall be properly lamped with LED array of size and color quality as required.

Recessed Mounting:

Where recessed fixtures are installed in ceiling finished in tile pattern or grid system the fixtures shall conform to the tile patterns or layouts. The electrical subcontractor shall cooperate with the General Contractor in locating and framing fixtures.

It is the responsibility of the electrical subcontractor to verify the ceiling type into which each recessed fixture is to be installed. Description of ceiling material and suspension system must be included with fixture order to make certain that fixtures ordered will be compatible with the ceiling type as to flanging, mounting, accessories, etc.

Approvals of shop drawings by the General Contractor does not relieve the electrical subcontractor of the responsibility of verifying such details before fixtures are released for manufacture or delivery.

Where suspended acoustical ceilings are provided, the subcontractor shall cooperate with the General Contractor regarding the routing and installation of conduit and outlet boxes and such as to install lighting fixtures in suspended ceilings so as to be centered relative to exposed suspension members and/or tile increments.

All lighting fixtures mounted in suspended acoustical ceilings shall be wired with 3'-0" to 6'-0" of Greenfield No. 4 wire size minimum from an independent junction accessible from the ceiling.

The subcontractor shall note that the installation of recessed type lighting fixtures takes priority over the materials to be installed by other trades, accordingly, this subcontractor shall examine the fixture shop drawings, noting the size and depth of each recessed type lighting fixture, including additional space as may be required for installation. He is hereby charged with the responsibility of locating and reserving adequate space for the installation of such fixtures. He shall notify other subcontractors of his space requirements for recessed lighting fixtures, and he shall notify the General Contractor of the installation of equipment by other trades encroaching on this space.

All lay-in grid type fixtures must be fastened to the grid by means of a hold down clip.

Where fixtures are installed in insulated ceiling, subcontractor shall provide sheet metal enclosures around fixtures to keep insulation a minimum of 3" from fixture bodies.



DRAFT

North American Lighting, Inc.



**Project: North American Lighting 2021 Salem Electrical Upgrade
Bid Form**

Bid Date: November 12, 2021
Time: 10:00 a.m. CDT
Place: Salem, Illinois


Having carefully examined the Scope Drawings and Written Specifications for the 2021 Salem Electrical Upgrade Project, the undersigned proposes to furnish all design, materials, labor, and equipment according to said concept documents for the project identified.

BASE BID: New Panelboards \$_____

Company Name: _____

Signature: _____

Title: _____

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Introduction

Each contractor has the primary responsibility for compliance with their own Occupational Health and Safety (OH&S) program for their employees and subcontractors that is acceptable to North American Lighting (NAL). Nothing in this handbook is intended to change this responsibility. The policies outlined here are intended to establish minimum safety and health guidelines to improve contractor OH&S performance.


NAL has a responsibility to exercise reasonable judgment in ensuring that contractor personnel perform their work in a safe and acceptable manner and act to ensure that such work does not expose any NAL employees to a hazard.

It is the responsibility of each contractor's management to ensure that all of their employees who perform work at our facility(s) understand and follow the contents of this program. We will provide a copy of this program for review by your employees and, upon request, will provide a brief safety orientation.

Contractor shall designate a management representative that will be on-site at all times that work is being performed at an NAL facility. The NAL Project Manager shall direct all issues concerning the work being performed, including any unsafe or unacceptable conditions, to the contractor's management representative. It is the contractor's representative's responsibility to take action to correct the situation. Depending on the severity of the situation, failure to correct a problem in a reasonable amount of time may result in stoppage of the work operation. For non-routine work involving but not limited to chemical or mechanical changes, removal or additions to the building, grounds, facilities or equipment the following documents must be completed and returned to NAL before work is started: Contractor Safety Program – Roster of Workers (**Attachment B**), and Contractor Safety Program – Project Work and Hazards (**Attachment C**). An unacceptable OH&S rating will affect your company being considered to bid on future NAL work. A Contractor Acceptance of this Health and Safety Program has been provided as **Attachment A** to this document for your signature and return. This document must be reviewed annually by the contractor and an updated Contractor Acceptance of Terms signed and returned to NAL.

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1 Purpose

Contractors (defined as contractors, subcontractors, suppliers and vendors) (hereafter referred to as “Contractor” or “you”) have a significant role at many NAL locations. Due to the nature of NAL's operations, Contractors may be exposed to hazardous conditions and Contractors may also expose NAL employees to hazardous conditions.

NAL desires to ensure that all aspects of its operations are performed in a safe, secure and healthy work environment. Consistency is vital to an effective safety program. With these considerations in mind, the safety practices of Contractors must be consistent and an essential focus at each location. **The NAL Contractor Health and Safety Program plays a vital role in maintaining such an environment and must be followed by all Contract Personnel (defined as any person present for or on behalf of a Contractor, including a Contractor’s employees, subcontractors, suppliers, vendors, and agents).**

This program is intended to guide NAL personnel in managing contractor safety while assisting Contractors in preventing injuries or losses of any nature and communicating safe work practices and procedures. This program establishes minimum safety and health guidelines for all Contractors performing work for NAL. This program must be read in conjunction with federal, state and local laws and any other applicable codes and regulations. In the event of a conflict between the provisions of this program, applicable laws, regulations and/or standards, or the contract documents, the more stringent requirements shall apply.


2 Scope

This program applies to all Contractors performing construction, maintenance, repair, renovation, or specialty work at any NAL location.

3 Responsibilities

3.1 Project Manager

The Project Manager is the NAL associate who initiates, schedules, or coordinates the project for which a Contractor will perform work at the NAL facility. The Project Manager will be responsible for ensuring that the Contractor receives a copy of this program annually and will be responsible for answering any questions a

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Contractor may have concerning this program.

3.2 Contractors

It is the Contractor's responsibility to comply with all safety rules and guidelines provided in this program. In addition, the Contractor is expected to review this document with all Contract Personnel who will be performing work at NAL.

3.3 Indemnity, Risk of Loss, Insurance

Indemnity

You are fully responsible for the Work and for the actions of your employees, agents and subcontractors, and you will indemnify and defend North America Lighting, its subsidiaries and affiliates, and our and their respective directors, officers, agents and employees, customers, successors and assigns and hold all of them harmless against any claim, damage, liability, cost, expense, and other loss of any kind whatsoever for personal injury or damage to property (fees and expenses of attorneys and their firms, cost of in-house counsel and investigation costs) caused by you or any of your employees, agents or subcontractors in connection with the Work (including, without limitation, in connection with shipping, installation, testing, repair or maintenance). This indemnity will survive the acceptance of and payment for the Work, the expiration of the warranty covering the Work and any expiration or termination of the Contract.


Risk of Loss Title Transfer

Unless the Specifications provide otherwise, risk of loss of or damage to, the Goods passes to North American Lighting when the Goods are completely unloaded at North American Lighting's facility or at the facility designated by North American Lighting in writing. We will insure Goods as to which we have risk of loss. Title to the Goods transfers to North American Lighting upon the earlier of (i) the time when the Goods are completely unloaded at North American Lighting's facility or at the facility designated by North American Lighting in writing or (ii) the time when North American Lighting has paid for the Goods in full.

Insurance for the Goods

You will keep the Goods for which risk of loss has not passed to North American Lighting insured against loss or damage with an insurer reasonably acceptable to us until the risk of loss of the Goods has passed to us, in an amount equal to the total price under the Contract. Your insurance will name North American Lighting as a loss payee, as our respective interests may appear.

Contractor's Insurance

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Unless the Specifications or Purchase Order provide otherwise, you will provide the following minimum insurance coverage for you and any of your employees, agents or subcontractors involved in the Work or in supporting the Work:

COMMERCIAL GENERAL LIABILITY* (AND PROFESSIONAL LIABILITY WHERE REQUIRED)

\$1,000,000	Per Occurrence Combined Single Limit of Liability for Bodily Injury and Property Damage (\$1,000,000 per claim for Professional Liability)
\$2,000,000	General Aggregate (\$1,000,000 per claim for Professional Liability)
\$2,000,000	Products/Completed Operations Aggregate for Bodily Injury and Property Damage

North American Lighting, Inc. is to be named as additional insured with coverage to apply on a primary and non-contributory basis.

UMBRELLA LIABILITY* PLEASE NOTE THIS COVERAGE IS FOR NOTED BELOW

Depending upon the exposure presented by the third party the limits needed may vary.

For small miscellaneous contractors (i.e. grass cutting, snow removal, window replacement, etc.), the primary Commercial General Liability limits should be sufficient. For all others, the following additional limits are required:

Major Contractors, Specific Vendors and Suppliers	
\$5,000,000	Per Occurrence
\$5,000,000	Aggregate

AUTOMOBILE LIABILITY*

Coverage must apply to all owned, non-owned, borrowed or leased vehicles.

Limits: - \$1,000,000

Combined Single Limit of Liability for Bodily and Injury, and Property Damage.

WORKERS' COMPENSATION*

Coverage to apply to all employees.

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Statutory for Coverage A (workers compensation)

\$1,000,000	Each accident, Coverage B (Employers Liability)
\$1,000,000	By disease-policy limit, Coverage B (Employers Liability)
\$1,000,000	By disease-per employee, Coverage B (Employers Liability)

(*) All coverages with asterisk must have a waiver of subrogation clause, in favor of North American Lighting, Inc. shown on the certificate of insurance.

Property Insurance


Coverage for all of your property at the worksite, and insurance for the full purchase price of goods sold to North American Lighting as to which the risk of loss has not passed. All insurance will be primary and non-contributory to any coverage purchased by North American Lighting. You release North American Lighting, our agents and employees, on behalf of yourself and your insurers, from any claims (or rights of subrogation for such claims) to the extent such claims are insured against whether or not such insurance is required by North American Lighting. All Liability insurance will name North American Lighting as an additional insured.

Certificates of Insurance

You will promptly provide certificates of insurance addressed to North American Lighting evidencing the coverage required above. Each certificate of insurance will certify that the workers' compensation insurance applies in the State where the Work is to be done and that North American Lighting, its affiliates and subsidiaries, and their respective agents and employees are named as an additional insured with respect to the Commercial General Liability Insurance. North American Lighting has the right to suspend access to its facilities for you, your agents, your employees and your subcontractors – without any reduction in your obligations – unless and until the requested certificates have been provided. Notice will be provided to North American Lighting thirty (30) days in advance of cancellation of any of the above policies. Any such change, modification or cancelation shall not affect Contractor's obligation to maintain the insurance coverages set forth above.

Variance

A variance may be requested and will be evaluated on a case by case basis per job/activity. In the event a variance is required please fill out for OHS-184 and submit to the General Manager of Purchasing. In the event a variance is not granted by the GM or purchasing a appeal may be submitted to the Director of cost accounting.

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4 Procedures

4.1 Driving and Parking

The maximum speed limit on NAL property, if not posted, shall be 15 MPH. The maximum speed limit inside any part of an NAL building is 3 mph. All traffic signs and signals must be obeyed. All persons driving a vehicle on NAL property must have a valid driver's license. Vehicles may not be parked in the building. Subject to prior approval from the Project Manager, vehicles may be driven into a building to pick up or drop off supplies or equipment. Contractors are to avoid operating any vehicle during shift change or break time when there is a great deal of pedestrian traffic. Vehicles left unattended must be shut off with the emergency brake set. All Contract Personnel are prohibited from using any NAL-owned transportation.

Parking in NAL's parking lot is a privilege, not a requirement. By exercising this privilege, you agree to follow the same rules that apply to all NAL associates. All directional signs and speed limits must be observed. All parking shall be in the general parking lot unless circumstances prohibit usage of the general parking lot (because of the size of the vehicle or the nature of the work). Without prior approval, obstructions to the natural flow of traffic will not be impaired. Failure to observe these rules could result in the towing of the vehicle(s), at the Contractor's expense.


4.2 Alarmed Doors, Area Access

Alarmed Doors

Most plant exterior doors are alarmed. These doors are not locked from the inside and may be used as an exit in the event of an emergency. Because the facility is a controlled environment, if it is necessary to open any exterior plant doors, arrangements must be made with the Project Manager. If a Contractor leaves an exterior door open without approval, they may be charged for any interruptions or production loss as a result of the door being open, including but not limited to cleaning and disposal of any debris.

Restricted Area Access

Access to certain areas of the NAL plant is restricted. In order to avoid inadvertently entering these areas, Contractors and Contract Personnel shall restrict their movement to areas in which they are authorized to work, the restrooms, break areas, and other common areas. Because the facility is a controlled environment, if

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it is necessary to open any plant doors, arrangements must be made with the Project Manager. If a Contractor leaves a door open without approval, they may be charged for any interruptions or production loss as a result of the door being open, including but not limited to cleaning and disposal of any debris.

4.3 Work Place Violence

NAL strives to provide employees with a safe and productive work environment. Acts or threats of violence, whether physical, verbal, or by written statements, (email, social media, etc.), committed by or against employees, customers, contractors, suppliers, visitors, or the general public, will not be tolerated. Violation of this program will result in immediate removal from the property, and any violator may be referred to law enforcement.

4.4 Theft, Drugs, Alcohol, and Firearms

Theft

Theft of any property, whether owned by NAL, its employees, other contractors or a third party, will not be tolerated and may lead to termination of your contract as well as legal action and/or referral of any theft to law enforcement.

NAL assumes no liability for the tools and supplies of Contractors. Each Contractor is responsible for safeguarding their own material, including vehicles and their contents in the parking lot.

Drugs

Illegal possession, distribution, transportation, use, sale, or purchase of narcotics, hallucinogens, depressants, stimulants, marijuana, or other controlled substances is prohibited on NAL's premises and may lead to termination of your contract as well as legal action and/or referral to law enforcement. For the purposes of this program, premises shall include all buildings, grounds, and the parking lot. Prescription drug use that impairs the ability to perform work in a safe manner is likewise prohibited. Contract Personnel appearing to be under the influence of a controlled substance will be removed from the NAL premises pending third party medical evaluation. Contractor will be responsible for all costs associated with such evaluation. Any positive test will result in permanent removal from NAL's premises.

Alcohol

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The possession, distribution, transportation, use, sale, purchase, or consumption of alcoholic beverages is prohibited on NAL's premises and may lead to termination of your contract. Contract Personnel appearing to be under the influence of alcohol will be removed from NAL's premises pending third party medical evaluation. Contractor will be responsible for all costs associated with such evaluation. Any positive test will result in permanent removal from NAL's premises.

Firearms

No firearms, loaded or unloaded, are allowed on NAL's premises.

Tobacco

NAL has a tobacco-free environment. Smoking and chewing of tobacco is prohibited on plant premises except in private vehicles. Smoking is not allowed in company parking lots or in any area between team member entrances. Cigarette butts and chewing tobacco must be properly disposed of in a sanitary manner.

4.5 Injury Reporting/Investigation


In the event of an incident involving Contract Personnel that involves an injury, a near miss, and/or damage to property, Contractor must provide immediate notice to the NAL Safety Supervisor. Within 24 hours the Contractor must complete an investigative report and provide a copy to the NAL Safety Supervisor. NAL will conduct an investigation of the incident. Contractor and all Contract Personnel shall cooperate with NAL's investigation. For all lost time accidents, the findings of the investigation and corrective action will be presented and discussed with the NAL Safety Supervisor during an injury/loss review meeting.

4.6 Fire, Spill, Rescue, and Medical Emergencies

General

It is of utmost importance that all types of emergencies be immediately reported to the NAL Project Manager so that the proper NAL personnel can be notified. All emergencies and accidents must be reported to the Project Manager at once, who in turn will assist in contacting the proper authorities if needed. When reporting an emergency, refer to the following steps:

- 1) Notify the Project manager (he/she will notify the Safety or Environmental contacts as needed)
 - 2) Give the exact nature of the emergency
-

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- 3) Give the exact location of the emergency, as specifically as possible
- 4) Stay on the phone until all pertinent information has been obtained
- 5) Unless an evacuation is necessary, stay on the scene to brief emergency personnel upon arrival

NAL relies on local agencies in the event of a fire, spill, or medical emergency. Small (incipient stage) fires may be handled by some NAL associates (extinguisher training logo on badge) or competently trained contractor employee using the proper hand-held extinguisher(s), and small spills may be controlled by the use of absorbent material or 'socks' as specified in the SDS. NAL does NOT handle major spill containment or large-scale Fire Control.

Spills

Federal, State, and local laws and regulations mandate specific notification in the event of a chemical spill or release. All chemical spills or releases inside a NAL facility shall be reported to the Project Manager and the Environmental Contact. Any spills or releases outside a NAL facility, or that occur in a NAL facility but migrate outside must be reported to the Environmental Contact IMMEDIATELY.

4.7 Evacuation Tones and Procedures

General


During an emergency, it may be necessary to evacuate the entire plant or specific areas of the plant. In case of fire, an emergency evacuation alarm will sound and plant evacuation shall proceed in a safe manner. Any other plant evacuation scenarios will be announced over the PA system.

It is the responsibility of any Contractor working within a NAL facility to become familiar with the evacuation routes for the area in which the work is being performed. Evacuation charts may be found posted throughout the NAL facility.

At the sound of the evacuation alarm, stop all activity, terminate telephone conversations, secure any equipment in use and proceed to an area outside the building. Remain outside the building until management verifies that the emergency is concluded and building occupancy may be resumed.

4.8 Barricades, Signs, and Perimeter Guarding

General

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Safety barricades or warning tape shall be erected as temporary barriers to warn personnel of potentially hazardous or dangerous situations.

Floor Openings

Every temporary floor opening shall have removable standard railings or shall be constantly attended by Contract Personnel.

Overhead Work

Overhead work shall be guarded according to the procedures outlined in Section 4.26 below.

Hazardous Work Operations

Any work operation that may pose a hazard to an employee who inadvertently comes into contact with the operation or into the area shall be cordoned off by a barricade or barricade tape and appropriate signs.

4.9 Chemical Area Instructions


General

The chemical areas of the plant contain numerous chemicals which could be dangerous if handled improperly. For the safety of our employees as well as your own safety, all handling of NAL chemicals, as well as the opening and closing of valves, lines and vessels that contain chemicals, shall be performed by NAL associates. The only exception would be prior agreement between NAL and the contractor. Prior to commencing work, all contractors shall check with the Project Manager to ascertain that all chemicals have been removed from the area in which they are to work and that no adjacent chemical operations pose any hazards.

Emergency Procedures

Emergency showers and eyewashes have been provided at various points in the facility. These may be used to apply large quantities of water in the event of a serious splash or direct contact with harmful amounts of acid, caustic, or other corrosive materials. All contractors working in an area where chemicals are in use shall note the location of the closest shower/eyewash prior to commencing work.

If chemicals are brought into contact with the body or eyes, immediately flush the affected area with copious amounts of cold water. After flushing for several minutes, contractor must notify Safety Supervisor and the Project Manager immediately.

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In the event that irritating vapors are inhaled, immediately proceed to an area where fresh air is available.

4.10 Confined Space Entry

General

Any Contractor performing work in a permit required confined space or performing hazardous work operations in a non-permit required confined space must have a confined space entry program that meets all Federal and State regulations or defer to the NAL confined space entry program. A copy of the Contractor's written program must be submitted to the Safety Supervisor prior to the start of the work.

Requirements

Prior to performing any of the above referenced work, each Contractor will be notified of the hazards identified in the space and NAL's experience with the area that makes it a permit required confined space. Contractor will be apprised of any precautions or procedures that NAL implemented for the protection of our employees in or near permit spaces where the Contract Personnel will be working.

Contractors will be required to provide written entry permits, operational monitoring equipment, monitoring equipment calibration certification, ventilation equipment, all required safety equipment including safety belts and lifelines, and properly trained entry and attendant personnel. Written proof of the required training must be presented to the NAL Safety Supervisor prior to Contractor being permitted to begin the work.

Notification


The NAL Project Manager or Safety Supervisor is to be notified of the time each entry is expected to begin, the work operation being performed, all materials being used in the confined space and the results of any preliminary air monitoring. The Project Manager or Safety Supervisor will verify that all the above requirements have been met and all necessary safety precautions have been taken.

IDLH Atmospheres

No entry will be allowed into a confined space that has an atmosphere that is immediately dangerous to life or health (IDLH).

4.11 Personal Appearance

In addition to wearing the proper personal protective equipment and protective clothing, contractors are expected to present a business-like image with respect to

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dress, grooming, and hygiene. Appropriate shoes, long pants, and a shirt are required at all times.

Some requirements are:


- 1) Neckties, loose fitting clothing and chains, watchbands, rings, earrings and key chains can be hazardous and should not be worn when working near equipment such as rotating machinery.
- 2) Jewelry can present a shock hazard and may not be worn while working on electrical equipment.
- 3) Long hair should be appropriately restrained so it does not present a hazard from moving parts of equipment and machinery.
- 4) Clothing items that cause disruption or distraction in the workplace, such as excessively tight, short, or revealing items may not be worn.
- 5) Clothing items with rude or obscene gestures, graphics, or language may not be worn.
- 6) Clothing items that exhibit signs of excessive wear such as holes, rips, or fraying may not be worn.
- 7) Clothing items that do not sufficiently conceal undergarments may not be worn.
- 8) Safety toe footwear is required. The following footwear is strictly prohibited in any manufacturing area:
 - a) Sandals, shoes with open toe, open side or open back, non-substantial shoes such as slippers, platform shoes, or high heel shoes (heels not to exceed 2" measured from the floor to the top of the sole in the back).
 - b) The area of the heel contact shall be two square inches or greater for all shoes worn in areas where there is open grating.

4.12 Restricted Substances: Freon, Solvents, and Others

Freon

The use of any stratospheric Ozone Depleting Substances (ODS) such as but not limited to 1, 1, 1 trichlorethane (methyl chloroform) and carbon tetrachloride is not allowed unless expressly approved by the Environmental Department.

Evacuation and Capture of CFC's: Federal law requires that evacuation and capture of CFC's from cooling and refrigeration equipment must be performed by certified individuals using certified capture equipment. Contractors performing this operation shall produce evidence of certification prior to the start of the work. **All captured ODS material must be disposed of according to all applicable state and federal regulations.**

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Solvents and Others

The use of any chlorinated solvents without prior approval of both the facility Environmental & Safety Supervisors and Director of EHS is strictly prohibited.

Some examples of these substances may include but are not limited to: TCE, Methylene Chloride, Chloroform, Carburetor Cleaner, Brake Cleaner, and Welding Anti-Spatter Compound.

4.13 Hazard Communication

Safety Data Sheets

All Contractors are required to provide Safety Data Sheets (SDS) for any chemical to be brought on site. The SDS's are to be submitted to the Safety Supervisor/Environmental contact at least 48 hours prior to bringing any chemical on site. Approval is not guaranteed, so it is advantageous to submit SDS's as far in advance as possible. No chemical product may be brought on site unless prior approval has been obtained.

Definition of a Chemical

A chemical as defined by the OSHA Hazard Communication Standard is any gas, powder, or liquid, or any solid that changes form or releases a chemical upon use. Malleable metals, welding rods, cement mix, paint, and grout are examples of chemicals.

Contractor's SDS Availability

Contractors will be required to keep the SDS's on the job site and make them available to associates in the area. These SDS's will be accessible to NAL associates.


NAL SDS Availability to Contractors

The SDS's for all chemicals used at NAL are available to all Contractors. See your Project Manager for the location and or access to SDS sheets.

Written Hazard Communication Program

The NAL written Hazard Communication Program is available upon request. All Contractors are required to have a copy of their written Hazard Communication Program available for inspection upon request.

Training

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The Contractor is responsible for providing their employees with all training required by the Hazard Communication Standard. NAL will offer answers to any specific questions a Contractor may have concerning the NAL Hazard Communication Program.

4.14 Hazardous Waste

General

Project work frequently results in the generation of waste material. Improper handling and disposal of any waste material may be a violation of regulatory requirements and may also have an adverse impact on health and/or the environment. Proper handling procedures are required.

Determine Classification of Waste

If you expect your work to result in the generation of a waste, the NAL Environmental contact must evaluate the waste to determine if it is classified as a hazardous waste as defined by Resource Conservation and Recovery Act (RCRA).

Non-Hazardous Waste


If it is determined that the waste generated will be a non-hazardous waste, as defined by RCRA, it will be the responsibility of the Contractor to dispose of the waste according to all applicable Federal, State, and local regulations and guidelines. NAL will not dispose of any Contractor-generated non-hazardous wastes unless otherwise approved by the NAL Environmental contact prior to the start of the project. Contractor-generated non-hazardous wastes must be removed by the end of the project, or at the end of each work day.

Hazardous Waste

If it is determined that the waste generated will be a RCRA hazardous waste, the waste must be turned over to NAL at the completion of the job. Any Contract Personnel involved in the handling, packaging and storage of the hazardous waste must have been trained according to the requirements of RCRA. Contractors should be prepared to show proof of the required training prior to the start of the work. Unless there is a prior agreement to the contrary, Contractors will be responsible for any costs associated with transport and disposal of any hazardous waste they generate.

In-plant Disposal

No liquid, including water, shall be released into any drain, inside or outside of a NAL facility, or onto the ground without prior approval of the NAL Environmental

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Department.

4.15 Industrial Trucks and Equipment

It is not the responsibility of NAL to provide equipment for Contractor's work. Contractors will not be allowed to utilize NAL forklifts or powered industrial equipment. If such equipment is required to complete the job it is the Contractors' responsibility to provide their own equipment.

Only trained individuals are allowed to operate powered industrial vehicles on NAL property. Contractors shall provide proof of adequate training for any Contract Personnel required to operate a powered industrial vehicle. The operator of any powered industrial vehicle must be in full compliance with all applicable OSHA regulations.

NAL does recognize that in some extenuating circumstances it may be mutually beneficial for a contractor to use NAL equipment. Such circumstances Must be justified on form OHS-185 and signed by the facility General Manager.

4.16 Labeling of Chemical Containers

Labeling

All containers of chemicals shall be labeled according to the information below.

Hazardous Waste


The Environmental contact and the Project Manager should be notified of any hazardous waste generated. The Environmental contact will identify any testing, labeling, and/or handling procedures that are required.

Manufacturer's Labels

Manufacturer's labels are not to be removed, defaced, or altered. If a manufacturer's label becomes unreadable, an appropriate hazard communication label must be added.

Hazard Communication Labels

The information on all labels must include the name of the material and the physical and health hazards of the material. Materials already labeled appropriately by the

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manufacturer do not need additional labeling.

Unmarked Containers

No unmarked containers of any size will be permitted.

4.17 Lockout - Zero Mechanical State

General

Zero mechanical state is the state at which the mechanical potential energy of the equipment or machine is set such that actuation of valves buttons or switches will not produce movement that may cause injury. Zero mechanical state applies to all forms of hazardous energy, including, but not limited to, the following: electrical, chemical, pneumatic, mechanical, thermal, compressed air, vacuum, hydraulic pressure, gravity fed equipment; spring activated equipment and stored electricity in batteries or capacitors. All equipment with stored potential energy must be placed in a zero mechanical state prior to maintenance, repair or removal.

All Contractors must utilize lock out procedures if they remove or bypass machine guards or other safety devices, resulting in exposure to hazards at the point of operation, or if they are required to place any part of their body into a hazard zone associated with a machine's operating cycle. Each person performing the work must apply their lock to the energy disconnect controls; one person cannot perform lock out for multiple crew members.

Procedures - On-Site Contractors


On-site contractors are required to follow the lockout procedures found in the facility's Lockout Program. A copy of this program may be obtained from the Project Manager.

Lock Removal

Locks are to be removed by the individual who placed the lock on the equipment. **DO NOT CUT OFF ANY LOCKS.** If the individual who placed the lock on the equipment is not available to remove the lock, contact the Project Manager or the Safety Supervisor.

4.18 Electrical Safety

Contractors must comply with OSHA standards, the National Electrical Code, NFPA 70E, and any other federal, state, or local ordinances and requirements when operating electrical equipment or working on or near electrical circuits.

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Some examples include but are not limited to:

- 1) Use only properly grounded portable power tools and equipment
- 2) Use ground fault circuit breakers where required
- 3) Use extension cords in a safe manner
- 4) Follow accepted safe electrical work practices
- 5) Never use metal ladders around power lines

All work shall be completed when circuits are de-energized. All electric equipment and circuits must be considered “hot” (energized) until:

- 1) They have been isolated from all sources of supply by opening the properly rated disconnect switches, circuit breakers, cutouts or contacts
- 2) A properly rated and operable sensing device has been brought into close proximity to or touched to, a bare component to confirm that it is de-energized

4.19 Noise

Contractors shall make every effort to use equipment that operates at a noise level of less than 90 dBA.

If the equipment to be used operates at a noise level in excess of 90 dBA and the work is to be performed outdoors, the Contractor shall make hearing protection available to their employees.


If the equipment to be used operates at a noise level in excess of 90 dBA and the work is to be performed indoors, the work must be scheduled at a time when no NAL associates are working in the area unless prior approval is obtained from the Safety Supervisor. The Contractor shall make hearing protection available to their employees and ample warning must be given to the project manager so that he may make a plan to protect NAL associates that may be in the area..

Contractors shall be prepared to provide proof of adequate training and testing for any employee that is part of the Hearing Conservation Program.

4.20 Personal Protective Equipment

General

Contractors should be aware of the potential hazards of the normal work operations they may have to perform. It is expected that they will provide their employees with and enforce the use of all required personal protective equipment in accordance with good industrial hygiene and safety practices and all applicable

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Federal and State OSHA regulations.

Eye and Face Protection

Safety glasses are required in all plant areas (excluding offices and break rooms). These safety glasses must be ANSI standard Z87 rated with side shields. When working inside the building, safety glasses are required to be free of any “tint” or “mirror” finish, photo grey type lenses are permissible. Consistent with OSHA requirements, Contractor shall ensure that Contract Personnel wear appropriate eye or face protection when they are exposed to eye or face hazards from flying particles, molten metal, liquid chemicals, acid and caustic liquids, chemical gases or vapors or potentially injurious light radiation. Eye protection must provide both front and side protection and must be worn whenever any of the above conditions are met.

Head Protection

Contractors shall be responsible for ensuring that employees wear protective helmets when working in areas where there is a potential for injury to the head from falling or moving objects. This includes those who work aloft on aerial lifts, ladders, poles, towers, and platforms, in areas where work is being performed overhead, as in manholes and excavations and in areas where construction or demolition is taking place. Protective helmets designed to reduce electrical shock hazards shall be worn when employees are working near exposed electrical conductors which could be contacted by the protective helmet.

Foot Protection


Contractors shall be responsible for wearing footwear that is safe and proper for the task being performed. Certain NAL facilities may require safety toe footwear at all times except for offices and break rooms. Contractor should consult with the Project Manager or Safety Supervisor for more details.

Fall Protection

Any work performed using an aerial lift requires a fall protection harness. Any work performed on an elevated surface or platform more than 48 inches off the ground requires OSHA compliant guard rails with top rail, mid rail, and toe boards installed or the use of fall protection.

Protective Clothing

Protective clothing such as but not limited to gloves, aprons, and coveralls shall be provided, used, and maintained in sanitary reliable condition whenever it is

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necessary to protect employees from workplace hazards.

Respiratory Protection

Whenever respiratory protection is required, Contractor shall comply with the requirements set forth in Section 4.21.

4.21 Respirator Use

General

Contractors expecting to use any type of respirator in the course of their work must review their respirator program with the Safety Supervisor prior to the start of such work.

Certifications

Contractors will be required to provide written certification that all individuals intending to use a respirator have been trained in their use, fit tested, and have medical certification.

Types of Respirators

Contractors must be ready to defend their choice of respirator, such as air-purifying, air-line, full-face, half-face, dust mask, etc. in accordance with the National Institute for Occupational Safety and Health decision logic.


Contractors are expected to provide their own respirators when needed.

4.22 Training

General

All Contract Personnel are expected to be properly trained to perform the job for which they have been contracted and to perform such job in a safe manner. The training should include all aspects of the job, including any specific training required by Health, and Safety regulations of Federal and State agencies.

In the case of specific training required by Federal and State regulations, the Contractor shall, upon request, provide documentation that the required training was given to the appropriate employees. The documentation must include the hand printed or written name of the employee, and date of training. Examples of

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such training include but are not limited to respiratory training, lockout training, bloodborne pathogens training, confined space entry training, and hazardous waste training.

4.23 Asbestos

Contractors are not allowed to bring any asbestos containing material (ACM) into an NAL plant without written approval from the NAL Safety Supervisor. Examples of common ACM include roof repair compounds and insulating materials. Please be reminded that civil and criminal consequences may arise for individuals and corporations who do not follow regulations for use and handling of ACM.

4.24 Welding, Cutting, and Soldering/Hot Work Policy

Each hot work operation must have a valid permit. This applies to work in all areas of an NAL plant except for the enclosed Maintenance area. Hot work refers to all methods of welding; oxy-fuel flame cutting, brazing, grinding, and open flame soldering.


Safety Precautions

The following safety precautions must be followed:

- 1) Floors and surroundings must be swept clean.
- 2) Ample portable fire extinguishing equipment as well as a contractor trained to use the extinguisher must be provided.
- 3) All combustibles must be located further than 30 feet from the hot work operation. Any combustible that must remain closer than 30 feet must be protected with approved curtains, metal guards, or flameproof covers.
- 4) All floor, wall, and duct openings within 40 feet of the operation must be covered and sealed.
- 5) A responsible person shall be assigned to watch for dangerous sparks in the area.
- 6) Arrangements must be made for the area to be patrolled during any lunch or rest period and for at least one half hour after work has been completed.
- 7) Prior to being used for any hot work operation, flame or spark producing equipment must be inspected and found to be in good repair.

Hot Work Permits

Hot work permits may only be issued by NAL's Maintenance Supervisor, or their designee, for each shift. The individual issuing the permit must accompany the Contractor's representative to the worksite to verify that conditions allow hot work to be performed.

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Hot work permits will only be valid for the time period indicated on the permit and for the specific job for which issued.

4.25 Working Alone Policy

Any Contract Personnel who are performing an activity which has a high accident potential must be within sight and sound of another employee who is familiar with the hazards of the work being performed and the area.

Examples include but are not limited to: working in pits, over tanks, in molding machines, and roof work.

4.26 Working Overhead

The work area under the overhead activity shall be clearly marked to establish a work zone. This work zone will be larger than the floor area required for the overhead work. The minimum work zone will be the area directly under the work activity plus a buffer space to allow workers to move around the ladder or platform. The size of the tools and the material being installed must also be considered in establishing the work zone.

The individuals working overhead shall be responsible for establishing the work zone and notifying NAL associates and the Project Manager that work will be affecting the area.


The work zone shall be marked by safety corner guards or barrier tape on stands.

Workers on elevated platforms are required to have safety rails or chains 48 inches above the working surface along with a mid-rail and toe board on all sides of the platform. Rails, chains, and toe boards are not to be used as steps. In the absence of safety rails or chains or in those circumstances where the worker must stand on pipes, ductwork, structural steel or supports, a safety harness is required.

4.27 Work Environment - Housekeeping

Contractors are expected to maintain a clean and orderly work environment and to keep the work site free from any recognized safety and health hazards. Some guidelines include but are not limited to:

- 1) Keep the floor clean of debris in order to reduce tripping hazards.
 - 2) If electric cords or other lines are on the floor, use proper barricades or markings to reduce the tripping hazards.
 - 3) Do not block any aisles or exits.
 - 4) Clean up all debris at the end of each work shift.
-

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- 5) Keep containers of liquids or chemicals closed when they are not in use.
- 6) Immediately clean up any grease, oil, or liquid that may present a slipping hazard.
- 7) **If chemicals are being used consult NAL's Environmental contact – NAL Safety Supervisor – to determine the proper area where equipment and employees may clean-up.**

4.28 Work Site Inspections/Safe Work Practices Enforcement

OSHA Inspections

The Contractor's representative shall immediately notify the NAL Safety Supervisor of any OSHA inspection the Contractor was involved in at any NAL site or OSHA citation received by the Contractor while performing work for any NAL facility.

Contractor's Inspections


The Contractor's representative shall conduct periodic safety inspections of the work site and document in writing all observed or potentially hazardous conditions. The Contractor's representative shall ensure that corrective action is taken immediately. This information shall be shared with the NAL Safety Supervisor.

NAL Inspections/Enforcement

Any NAL personnel referred to in this manual or member of the NAL management team has the authority to and may at any time inspect a Contractor's work site. If the NAL representative observes a Contractor's employee or subcontractor's employee performing work in an unsafe manner, the Contractor's representative will be notified.

The Contractor's representative is responsible for ensuring that immediate corrective action is taken. If the Contractor's employee or subcontractor's employee continues to perform work in an unsafe manner, the Contractor's home or corporate office will be notified. The Contractor's representative will be reminded that if the unsafe condition continues, they will be asked to cease the work being performed. If the unsafe condition is still not corrected, NAL will stop all work being performed by the Contractor and shall have the right to terminate any contract with the Contractor.

In cases where the action of a Contractors' employee or subcontractor's employee creates an imminently dangerous situation for the Contractor's employees, subcontractor's employees, NAL associates or other third party, NAL will direct the Contractor's employees to cease the work operation until the imminent danger is corrected.

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4.29 Plant Security

NAL requires that all Contractors sign in each day before starting work and sign out when they leave the plant site. If Contractors leave the facility for lunch, they must sign out, and sign back in upon return.

NAL reserves the right to spot check Contractors and their vehicles. Removing any NAL material or property requires prior written approval from the Project Manager

5 Attachments

- A. Contractor Acceptance of Terms**
- B. Project Work and Hazards**
- C. Contractor Roster of Workers**
- D. Emergency Contact List**
- E. Contractor Insurance Variance**
- F. NAL Equipment Use Form**

	Form OHS-180 North American Lighting, Inc.	Policy No.: OHS 4.3.3
	Contractor Health and Safety Contractor Acceptance of Terms Attachment A	Prepared By: C Brown Original Date: 4/24/2017 Latest Revision Date: Page 25 of 30

Please read the accompanying North American Lighting Contractor Safety Program carefully before you sign below. Keep a copy and fax a copy of this page to:

Your signature is the acknowledgment that you, the Contractor, have been presented with pertinent information on policies and procedures that must be followed when performing work at our facility and that you agree to comply with the requirements set forth in the North American Lighting Contractor Health and Safety Program.

Failure to comply with any portion of this program may result in adverse action against your company, up to and including cancellation of the contract, as well as forfeiture of any future contracts with NAL. In addition, future bids by your company may be dismissed without consideration. Cancellation of existing contract(s) may result in assessment of liquidated damages for non-performance of the contract, as well as any additional damages that may result.

Contractor/Company Name _____

Address _____

Authorized Signature _____


Printed Name _____

Title _____

Date _____

REMINDER: Contractor management must make sure all employees sent to our facilities(s) are aware of the North American Lighting Health and Safety Program. Upon your request, we will provide a copy at our facility for your employees to review. NAL will provide a short orientation of the safety policies and procedures in our facility.

Return Page - (Sign and Return to North American Lighting)

	Form OHS-181 North American Lighting, Inc.	Policy No.: OHS 4.3.3
	Contractor Health and Safety Project Work and Hazards Attachment B	Prepared By: C Brown Original Date: 4/24/2017 Latest Revision Date: Page 26 of 30

Company Name: _____ Date: _____
 Work Period: FROM: _____ TO: _____
 Supervisor: _____ Onsite Contact: _____
 Phone Number: _____


If the project changes from the below operations and hazards this form must be updated.
Once updated a ToolBox Talk must be conducted.

	Main Operation	Hazards	Countermeasure (XYZ will be done because of Hazard)
1			
2			
3			
4			
5			
6			

Completed by Contractor and returned to Project Manager and Safety Department.
 Must be completed before work begins.
 List equipment being used for project under countermeasures. Example: welder, forklift, etc.
 If more room is required add additional pages as needed.

Supervisor's Signature: _____ Date: _____


Safety Department Signature: _____ Date: _____

	Form OHS-182 North American Lighting, Inc.	Policy No.: OHS 4.3.3
	Contractor Health and Safety Contractor Roster of Workers Attachment C	Prepared By: C Brown Original Date: 4/24/2017 Latest Revision Date: Page 27 of 30

Company Name: _____ Date: _____
 Work Period: FROM: _____ TO: _____
 Supervisor: _____ Onsite Contact: _____
 Phone Number: _____
 Insurance ID Number: _____ Effective: _____ End: _____

	Name	Telephone Number	Licenses
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			


Completed by Contractor and returned to Project Manager and Safety Department.
 Roster must be current (daily).

	Form OHS-183 North American Lighting, Inc.	Policy No.: OHS 4.3.3
	Contractor Health and Safety Emergency Contact List Attachment D	Prepared By: C Brown Original Date: 4/24/2017 Latest Revision Date: Page 28 of 30

Company Name: _____ Date: _____
 Work Period: FROM: _____ TO: _____
 Supervisor: _____ Onsite Contact: _____
 Phone Number: _____

	Desk	Cell
Project Manager		
Safety Contact		
Safety Contact		
Environmental Contact		
Human Resources		

To be filled out by Project Manager and provided to contractor

	Form OHS-184 North American Lighting, Inc.	Policy No.: OHS 4.3.3
	Contractor Insurance Variance Attachment E	Prepared By: C Brown Original Date: 4/24/2017 Latest Revision Date: Page 29 of 30

Industrial Trucks and Equipment

A variance may be requested and will be evaluated on a case by case basis per job/activity. In the event a variance is required please fill out this form and submit to the General Manager of purchasing. If a variance is not granted by the GM or purchasing an appeal may be submitted to the director of cost accounting.

Contractor Name: _____

Project of Job variance is being requested for: _____

Requested variance terms:

Justification:

Description of work being done:


Project manager:

Print: _____ **Signature:** _____ **Date:** _____

Purchasing General Manager: **APPROVED / DENIED** (circle one)

Print: _____ **Signature:** _____ **Date:** _____

Project Manager to maintain a copy of the approved or denied form for their records, and distribute copies to the local Safety Department where the project is taking place as well as the Corporate Safety Department

	Form OHS-185 North American Lighting, Inc.	Policy No.: OHS 4.3.3
	NAL Equipment Use Form Attachment F	Prepared By: C Brown Original Date: 4/24/2017 Latest Revision Date: Page 30 of 30

Industrial Trucks and Equipment

It is not the responsibility of NAL to provide equipment for Contractor's work. Contractors will not be allowed to utilize NAL forklifts or powered industrial equipment. If such equipment is required to complete the job it is the Contractors' responsibility to provide their own equipment.

Only trained individuals are allowed to operate powered industrial vehicles on NAL property. Contractors shall provide proof of adequate training for any Contract Personnel required to operate a powered industrial vehicle. The operator of any powered industrial vehicle must be in full compliance with all applicable OSHA regulations.

NAL does recognize that in some extenuating circumstances it may be mutually beneficial for a contractor to use NAL equipment. Such circumstances must be justified below and then signed off by the facility General Manager.

Justification:

Project manager:

Print:_____ Signature:_____ Date:_____

Facility General Manager:

Print:_____ Signature:_____ Date:_____

Project Manager to keep a copy of form for their records, copy of form should also be forwarded to safety department.

INVITATION FOR BIDS
North American Lighting

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

The City of Salem will receive Bids for a North American Lighting Electrical Project) until 10am., central Standard Time on the 13th day of December, 2021, at 101 South Broadway, Salem, Illinois 62881 at which time and place all bids will be publicly opened and read aloud.

Summary:

Work is to include provision of (1) new 3 Ph, 480V/277V panelboard rated at 400 amps and (1) new 3 Phase 208v/120v panelboard rated at 225 amps in the existing service plant building in Salem, Illinois. Bidders are to provide single prime design build proposals for complete project delivery, including direct and /or subcontracted trades necessary for complete, quality construction.

Prices quoted shall be firm for a period of thirty (30) days after date established for the opening of bids. North American Lighting, Inc. reserves the right to reject any or all bids, to waive informalities in the bids, and to accept the bid which it considers to be in the best interest of North American Lighting, Inc. All work shall be conducted and coordinated so as not to interfere with normal operations of North American Lighting, Inc.

Proposal is to include the costs for design and construction, all permitting and design release fees required by authorities having jurisdiction with general requirements included as indicated.

Contract Documents, including Drawings and Technical Specifications, are on file at the office of City of Salem, IL 62881 website <https://www.salemil.us/request-proposals>

Copies of the Contract Documents may be obtained by requesting such documents from North American Lighting for each set of documents so obtained. Each such deposit will be refunded if the Drawings and Contract Documents are returned in good condition within 10 days after Bid opening.

A 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.

Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this project, and that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

The City of Salem & North American Lighting 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 Salem 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 _____, _____ (Local Public Agency) _____

By _____

Title _____

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 at tending 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 (Local Public Agency).

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 SITE PREPARATION

To the (Local Public Agency) (Address including Zip Code)

Gentlemen:

1. The undersigned, having familiarized (*Himself*) (*Herself*) (*Themselves*) (*Itself*) with the existing conditions on the Project Area Affecting the cost of the work, and with the Contract Documents (which includes Invitation for Bids, Instructions to Bidders, the form of Bid, the form of the Bid Bond, Form of Contract (or agreement), form of Non-collusion Affidavit, Addenda (if any), General Conditions, Par I, II, Special Conditions, Technical Specifications, Drawings (as listed in the schedule of drawings), and Form of Surety Bond or Bonds); as prepared by ____, Engineer, and on file in the office of __, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services required to construct and complete (*description of work*) (*identify project*), all in accordance with above listed documents at and for the unit prices for work in place for the following items and quantities:

Item No.	Description	Quantity	Unit of Measure	Unit Price	Total
				Total Bid	

In the event Bids are to be taken on use of alternate materials or types of construction, as outlined in the technical specifications, and where a differential in price can be expected, a separate item should be included in the proposal for each material listed, diameter or size and/or each type of construction. If lump-sum bids are deemed advisable due to local conditions, this form should be revised accordingly.

2. In submitting this Bid, the Bidder understands that the right is reserved by the (*Awarding Authority*) to reject any and all Bids. If written notice of the acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within 30 days after the opening thereof, or at any time thereafter, before this Bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within 10 days after the Agreement is presented to him for signature.
3. Security in the sum of __Dollars (\$__) in the form of __, is submitted herewith in accordance with the INSTRUCTIONS TO BIDDERS.
4. Attached hereto is an affidavit in proof that the undersigned has not entered into a collusive agreement with any person in respect to this Bid or any other Bid or the submitting of Bids for the Contract for which this Bid is submitted.

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 a _____

_____ 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 fully complete within _____ consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of \$_____ 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.

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

Item No.	Est. Qty.	Description	Unit Price (Each)	Total
1	_____	_____	_____ Dollars & Cents (\$ _____)	_____ D ollars & Cents (\$ _____)
2	_____	_____	_____ Dollars & Cents (\$ _____)	_____ D ollars & Cents (\$ _____)
3	_____	_____	_____ Dollars & Cents (\$ _____)	_____ D ollars & Cents (\$ _____)
TOTAL OF BID				\$ _____

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

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)

BID FOR LUMP SUM CONTRACTS

Place _____

Date _____

Project No. _____

Proposal of _____ (hereinafter called
"Bidder") (a _____ corporation/ a partnership/ an individual doing
business as (State) *(Strike Out Non-Applicable Terms)* _____)

To the _____ (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of a

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 fully complete the project within _____ consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$_____ for each consecutive calendar day thereafter as hereinafter provided in Paragraph 303 of the Special Conditions.

Bidder acknowledges receipt of the following addendum:

BASE PROPOSAL:

Bidder agrees to perform all of the _____ work described in the specifications and shown on the plans for the sum of _____ (\$_____) (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ALTERNATE PROPOSALS:

Alternate No. 1: _____
Deduct the sum of..... (\$_____)

Alternate No. 2:
Deduct the sum of (\$_____)

Alternate No. 3:
Deduct the sum of (\$_____)

Alternate No. 4:
Deduct the sum of (\$_____)

UNIT PRICES:

For changing quantities of work items from those indicated by the contract drawings upon written instruction from the architect/engineer, the following unit prices shall prevail:

1. _____ \$ _____
2. _____ \$ _____
3. _____ \$ _____

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. Changes shall be processed in accordance with paragraph 17(a) of the General Conditions.

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 ten (10) days and deliver a Surety Bond or Bonds as required by Paragraph 15b of the Instructions 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: _____

(SEAL — if bid is by a corporation)

(Title)

(Business Address and Zip Code)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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.

CERTIFICATION BY BIDDER

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

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE DATE

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

HUD-950.1(11-78)

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. A written Section 3 plan was prepared 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.

Name and Title of Signer (Print or Type)

Signature Date

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR

PROJECT NUMBER

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

S A M P L E

**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES**

Name of Subcontractor Project Name and Number

The undersigned hereby certifies that

- a. Section 3 provisions are included in the Contract
- b. A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).
- c. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name and Title of Signer (Print or 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): c/o	Date 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
------	-------	---------

- 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."

Section 3 Plan Format

(*Name of Contractor*) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower-income residents and businesses located within the (*Village/City or County*) of _____.

- a. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- b. To attempt to recruit from within the city the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
- c. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- *d. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- e. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- f. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- g. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- h. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- i. To list on Table A, information related to subcontracts.

*Loans, grants, contracts and subsidies for less than \$100,000 will be exempt.

Section 3 Plan *(cont'd)*

- j. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officers and representatives of _____
(Name of Contractor)

We the undersigned have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Signature

Title

Date

Signature

Title

Date

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 TO PROJECT AREA BUSINESS	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESSES

*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

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

*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 _____*) (*a partnership consisting of _____*) (*an individual trading as _____*) [Note 1] hereinafter called the "Contractor", and _____ 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, _____ [Note 2] and required supplemental work for the _____ project, all in strict accordance with the contract documents including all addenda thereto, numbered _____, dated _____ and _____, 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.

Alternate Pricing Techniques: In the event the statutory provisions require the contract price to be a fixed sum, in the absence of an approved form, the following should be substituted for Article 2 above.

"ARTICLE 2. The Contract Price. The Local Public Agency will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in Section 109 hereof, the sum of _____ Dollars (\$_____)."

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 (<i>as listed in the Schedule of Drawings</i>) |
| 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 _____

(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 CDAP grantee or in this instance, the (*name of local government*) 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 _____, 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 _____ (*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 _____ 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 Local Public Agency, or Contractor (at the Local Public Agency's option as indicated in the Special Conditions) 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 _____ 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.

Goals for Minority Timetables	Goals for female participation for participation in each trade each trade
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Insert goal as found in Appendix 3-6-B 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):

- a. 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). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and-moderate income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. The parties to this contract will certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of 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 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.

- d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, 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 135. 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 135.

- e. 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 of whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in termination of this contract for default or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

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. MINIMUM WAGE RATES 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. 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. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

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 much thereof as the Local Public Agency or Public Body may consider necessary to pay such laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Local Public Agency or Public Body, for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to funds/or programs for any type of fringe benefit prescribed in the applicable wage determination.

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

_____, _____, _____ all as shown on the
_____, _____ designated as
Drawing(s) No.(s) _____.

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 fully completed within _____ 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 _____ Dollars (\$_____) 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 \$_____ for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$_____ on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$_____.

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 _____ at _____, 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 _____
(*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

Drawing No.

Date

Title

(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: _____

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: _____

Title: _____

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: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, _____, on or before _____, _____, and you are to complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, _____.

Owner

By: _____

Title: _____

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: _____

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	MOULTRIE	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 VISS	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

(Address)

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.

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

(Principal) Secretary

(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.

"General Decision Number: IL20210002 11/05/2021

Superseded General Decision Number: IL20200002

State: Illinois

Construction Type: **Building**

Counties: Alexander, Champaign, Christian, Clark, Clay, Coles, Crawford, Cumberland, De Witt, Douglas, Edgar, Edwards, Effingham, Fayette, Ford, Franklin, Gallatin, Hamilton, Hardin, Iroquois, Jackson, Jasper, Jefferson, Johnson, Lawrence, Marion, Massac, Moultrie, Perry, Piatt, Pope, Pulaski, Richland, Saline, Shelby, Union, Vermilion, Wabash, Wayne, White and Williamson Counties in Illinois.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021

2	01/15/2021
3	02/05/2021
4	02/12/2021
5	02/19/2021
6	02/26/2021
7	03/05/2021
8	03/12/2021
9	03/26/2021
10	04/09/2021
11	04/16/2021
12	05/07/2021
13	05/28/2021
14	06/04/2021
15	06/11/2021
16	06/18/2021
17	06/25/2021
18	07/02/2021
19	07/16/2021
20	07/23/2021
21	07/30/2021
22	08/06/2021
23	08/20/2021
24	09/03/2021
25	09/10/2021
26	09/17/2021
27	09/24/2021
28	10/22/2021
29	11/05/2021

ASBE0001-004 10/02/2020

ALEXANDER, CHRISTIAN, DE WITT, FAYETTE, JACKSON, JEFFERSON,
 MARION, MOULTRIE, PERRY, PIATT, SHELBY, AND UNION COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator		
Includes the application, installation, and cleanup of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems.....	\$ 40.44	25.14

ASBE0017-001 06/01/2021

	Rates	Fringes
ASBESTOS WORKER/INSULATOR		
Includes the application of all insulating		

materials, protective coverings, coatings, and finishes to all types of mechanical systems.....	\$ 51.80	30.60
Fire Stop Technician.....	\$ 41.44	27.85
HAZARDOUS MATERIAL HANDLER		
includes preparation, wetting, stripping removal scrapping, vacuuming, bagging and disposal of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 38.85	27.85

 ASBE0017-006 06/01/2021

FORD AND IROQUOIS COUNTIES

	Rates	Fringes
ASBESTOS WORKER/INSULATOR		
includes the application of all insulating materials; protective coverings, coatings, and finishings to all types of mechanical systems.....	\$ 51.80	30.60
Fire Stop Technician.....	\$ 41.44	27.85
HAZARDOUS MATERIAL HANDLER		
includes preparation, wetting, stripping removal scrapping, vacuuming, bagging and disposal of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 38.85	27.85

 ASBE0018-002 06/01/2021

CHAMPAIGN, CLARK, DOUGLAS, EDGAR, AND VERMILION COUNTIES

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR		
Includes application of all insulating materials protective coverings, coatings and finishings to all types of mechanical		

systems.....\$ 33.90 22.68

ASBE0037-003 04/01/2021

CLAY, COLES, CRAWFORD, CUMBERLAND, EDWARDS, EFFINGHAM,
 FRANKLIN, GALLATIN, HAMILTON, HARDIN, JASPER, JOHNSON,
 LAWRENCE, MASSAC, POPE, PULASKI, RICHLAND, SALINE, WABASH,
 WAYNE, WHITE, AND WILLIAMSON COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator		
Includes the application		
of all insulating		
materials; protective		
coverings, coatings, and		
finishings to all types of		
mechanical systems.....	\$ 32.00	21.46

BOIL0060-003 01/01/2021

CHAMPAIGN, DE WITT, FORD, IROQUOIS, and VERMILION COUNTIES

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

BOIL0363-002 01/01/2021

ALEXANDER, CHRISTIAN, CLARK, CLAY, COLES, CRAWFORD, CUMBERLAND,
 DOUGLAS, EDGAR, EDWARDS, EFFINGHAM, FAYETTE, FRANKLIN,
 GALLATIN, HAMILTON, HARDIN, JACKSON, JASPER, JEFFERSON,
 JOHNSON, LAWRENCE, MARION, MASSAC, MOULTRIE, PERRY, PIATT,
 POPE, PULASKI, RICHLAND, SALINE, SHELBY, UNION, WABASH, WAYNE,
 WHITE, AND WILLIAMSON COUNTIES

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

BRIL0006-007 06/01/2016

DE WITT COUNTY

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

BRIL0006-011 06/01/2017

DE WITT COUNTY

	Rates	Fringes
Base Machine Men.....	\$ 31.13	21.09
Marble, Tile & Terrazzo Finisher.....	\$ 31.13	21.09
Marble, Tile & Terrazzo Workers.....	\$ 32.87	21.09

BRIL0006-015 06/01/2019		

FORD (North of Roberts), AND IROQUOIS COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.37	24.70

BRIL0006-021 06/01/2017		

FORD (North of Roberts) & IROQUOIS COUNTIES

	Rates	Fringes
MARBLE SETTER.....	\$ 42.98	21.79

BRIL0008-001 05/01/2019		

ALEXANDER, CLAY, EDWARDS, FRANKLIN, GALLATIN, HAMILTON, HARDIN, JACKSON, JEFFERSON, JOHNSON, LAWRENCE, MASSAC, PERRY, POPE, PULASKI, RICHLAND, SALINE, UNION, WABASH, WAYNE, WHITE, and WILLIAMSON COUNTIES

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

BRIL0008-003 05/01/2019		

CHAMPAIGN, CLARK, COLES, CRAWFORD, CUMBERLAND, DOUGLAS, EDGAR, EFFINGHAM, FORD, JASPER, PIATT, and VERMILION COUNTIES

	Rates	Fringes
Marble Setter, Terrazzo Worker & Tile Setter.....	\$ 32.53	19.38
Marble, terrazzo and tile finisher.....	\$ 31.03	19.38

BRIL0008-004 05/01/2020		

CHRISTIAN COUNTY

	Rates	Fringes
Marble & Tile Setter and Terrazzo Worker.....	\$ 33.65	20.70
Marble, terrazzo and tile		

finisher.....\$ 32.13

20.70

 BRIL0008-005 08/01/2017

FAYETTE AND MARION COUNTIES

	Rates	Fringes
BRICKLAYER		
Bricklayer, Stonemason,		
Marble Mason, Tile Layer,		
Pointer, Cleaner, and		
Caulker.....	\$ 33.13	22.05

 BRIL0008-015 05/01/2019

CHAMPAIGN, COLES, DOUGLAS, EDGAR, FORD(South of Roberts), PIATT
 & VERMILION COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 32.45	24.43

 BRIL0008-017 05/01/2020

MOULTRIE and SHELBY COUNTIES

	Rates	Fringes
BRICKLAYER		
Caulkers, Cement Block		
Layers, Cleaners, Marble		
Setters, Pointers,		
Terrazzo Workers, and Tile		
Setters.....	\$ 33.49	24.93

 BRIL0008-020 05/01/2020

CHRISTIAN COUNTY

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

 BRIL0008-031 05/01/2020

CLARK, CRAWFORD, CUMBERLAND, EFFINGHAM & JASPER COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 31.56	22.28

 CARP0237-017 05/01/2021

DE WITT AND FORD (Northern Portion) COUNTIES

	Rates	Fringes
Carpenter/Lather.....	\$ 34.29	29.94
Piledriver.....	\$ 35.29	29.94

CARP0237-022 05/01/2021

FORD COUNTY (Southern Portion)

	Rates	Fringes
Carpenter/Lather.....	\$ 33.58	29.94
Piledriver.....	\$ 34.58	29.94

CARP0243-002 05/15/2020

CHAMPAIGN, EDGAR AND VERMILION COUNTIES

	Rates	Fringes
Carpenter/Lather.....	\$ 37.11	24.85
Piledriver.....	\$ 38.11	24.85

CARP0243-005 05/15/2020

COLES, CUMBERLAND, DOUGLAS, EFFINGHAM, JASPER, MOULTRIE, AND
SHELBY COUNTIES

	Rates	Fringes
Carpenter/Lather.....	\$ 33.71	28.25
Piledriver.....	\$ 34.71	28.25

CARP0243-013 05/01/2017

CLARK COUNTY

	Rates	Fringes
Carpenter/Lather.....	\$ 36.04	21.34
Piledriver.....	\$ 37.04	21.34

CARP0270-003 05/01/2019

CHRISTIAN COUNTY

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

CARP0270-017 05/15/2020

PIATT COUNTY

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

 CARP0501-001 05/01/2017

CRAWFORD COUNTY

	Rates	Fringes
CARPENTER.....	\$ 32.14	25.24

 CARP0555-014 06/01/2021

IROQUOIS COUNTY

	Rates	Fringes
CARPENTER Carpenter, Drywaller, Millwright, Piledriver, and Soft Floor Layer.....	\$ 41.81	38.69

 CARP0634-001 05/01/2021

CLAY, EDWARDS, FAYETTE, HAMILTON, JEFFERSON, LAWRENCE, MARION,
 RICHLAND, WABASH, WAYNE, and WHITE COUNTIES

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

 CARP0640-001 05/01/2021

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

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

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

CARP1051-004 05/15/2020

CHAMPAIGN, CHRISTIAN, CLARK, COLES, CRAWFORD, CUMBERLAND,
DOUGLAS, EDGAR, EFFINGHAM, JASPER, MOULTRIE, PIATT, SHELBY AND
VERMILION COUNTIES

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

CARP1051-008 05/15/2020

DE WITT AND FORD COUNTIES

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

ELEC0016-002 05/17/2021

WABASH COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 39.92	18.35

ELEC0146-001 06/01/2021

CHRISTIAN, COLES, CUMBERLAND, DE WITT (Excluding Rutledge,
Santa Anna, Waynesville, and Wilson TWPS), DOUGLAS (Southern
Half), EFFINGHAM (Banner, Bishop, Douglas, Liberty, Lucas,
Moccasin, St. Francis, Summit and Teulopolis TWPS), FAYETTE
(Hurricane, S. Hurricane, Ramsey, Bowling Green, Carson, and
Loudon TWPS), MACON, MOULTRIE, PIATT (Excluding Blue Ridge,
Sangamon and Monticello TWPS), AND SHELBY COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 40.20	19.81

ELEC0176-009 06/01/2020

FORD (North of Lyman TWP), AND IROQUOIS (Excluding Artesia,
Fountain Crrek, Loda, Lovejoy, Pigeon Grove, and Prairie TWPS)
COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 45.45	41.04

ELEC0176-016 06/01/2020

FORD and IROQUOIS COUNTIES

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

ELEC0197-004 12/01/2020

DE WITT COUNTY (Waynesville, Wilson, and Rutledge)

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

ELEC0197-007 09/01/2021

BUILDING

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

	Rates	Fringes
ELECTRICAL LOW VOLTAGE WIRING INSTALLER Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.....	\$ 35.63	17.37

ELEC0538-003 08/01/2020

IROQUOIS (Fountain Creek, Lovejoy & Prairie Twps), VERMILION,
 and WABASH COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.08	21.88

ELEC0538-007 09/01/2020

BUILDING

IROQUOIS (Southeastern side), and VERMILION COUNTIES

	Rates	Fringes
ELECTRICAL LOW VOLTAGE WIRING INSTALLER		
Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.....	\$ 34.90	16.55

 ELEC0601-001 03/01/2021

CHAMPAIGN, DE WITT (Santa Anna Twp), DOUGLAS (Northern Half),
 FORD (South of Benton Twp), IROQUOIS (Artesia, Pigeon Grove &
 Loda Twps), and PIATT (Blue Ridge, Sangamon, & Monticello Twps)
 COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.83	18.83

 * ELEC0601-010 09/01/2021

BUILDING

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

Rates	Fringes
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ELECTRICAL LOW VOLTAGE WIRING

INSTALLER.....\$ 33.99 19.01

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.

ELEC0702-001 01/01/2021

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.....	\$ 46.02	24.32

ELEC0702-016 09/01/2019

BUILDING

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

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

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

ELEC0725-005 10/01/2021

CLARK, CRAWFORD, EDGAR, JASPER, LAWRENCE, AND RICHLAND COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 39.00	21.01

ELEV0003-003 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 53.46	35.825+a+b

FOOTNOTES:

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

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

ELEV0034-004 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 51.23	35.825+a+b

FOOTNOTES:

a) Employer contributes 8% of regular basic hourly rate as
vacation pay credit fore employees with more than 5 years
of service; and 6% for 6 months to 5 years of service

b) Paid Holidays: New Year's Day; Memorial Day;
Independence Day; Labor Day; Thanksgiving Day; the Friday
after Thanksgiving Day; Veterans' Day and Christmas Day

ELEV0055-002 01/01/2021

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

FOOTNOTES:

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

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

 ENGI0318-001 04/01/2021

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

	Rates	Fringes
OPERATOR: Power Equipment		
Class A.....	\$ 35.15	26.00+a
Class B.....	\$ 33.25	26.00+a
Class C.....	\$ 25.85	26.00+a
River		
Class 1.....	\$ 35.25	26.00+a
Class 2.....	\$ 31.80	26.00+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, Hosting 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 Pumpcrete 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, Ulmac 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 Grapppler 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 Opeator, 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.

 ENGI0520-011 08/01/2017

FAYETTE, JEFFERSON, MARION, and PERRY COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 01.....	\$ 36.20	31.35
Group 02.....	\$ 35.07	31.35
Group 03.....	\$ 30.59	31.35
Group 04.....	\$ 30.65	31.35
Group 05.....	\$ 30.32	31.35
Group 06.....	\$ 38.75	31.35
Group 07.....	\$ 39.05	31.35
Group 08.....	\$ 39.33	31.35
Group 09.....	\$ 37.20	31.35
Group 10.....	\$ 38.20	31.35
Group 11.....	\$ 38.20	31.35
Group 12.....	\$ 39.20	31.35

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 sings 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 shiming, (dewatering jobs, whirley crane, conveyor belts) etc., batch plants (all sizes), roto mills, conveyors systems of any size and any configuration, hydroseeders and strawblowers all sizes, operation, repair, service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, grout machines regardless of size, Nail launchers when mounted on a machine or self-propelled, con-cover machines, Goldhofer and similar S.P.M.T. (self-propelled modular transpmiers) heavy transport units and all Operators (except those listed below).

Group 2: Assistant Operators

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

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

GROUP 5: Oilers

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

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

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

GROUP 9: Certified crane Operators, Below 17.5 tons, when

requested by the Contractor or required by the Owner.

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

GROUP 11: Master Mechanic

GROUP 12: Licensed Boat Pilot

ENGI0841-005 04/01/2019

CHAMPAIGN, CLARK, COLES, CUMBERLAND, DOUGLAS, EDGAR, MOULTRIE,
 and VERMILION COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 41.65	22.00
GROUP 2.....	\$ 26.55	22.00

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 Dinney 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, (Head 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 Stabilazer (Seaman Tiller, Bo Mag, Rago Gator and Similar Types or Equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Mil

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 400ft., 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)

 ENGI0841-006 04/01/2019

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

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 41.65	22.00
GROUP 2.....	\$ 26.55	22.00

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 400ft., 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)

 ENGI0965-005 05/01/2021

CHRISTIAN, DE WITT, PIATT, and SHELBY COUNTIES

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

PREMIUM PAY-

CRANES WITH BOOMS - 120-200 ft. 1.00 per hour; 150 ft. .02
 Per Foot For Each Foot Above 200; MULTIPLE UNIT MACHINES-
 1.00 per hour; UNDERGROUND WORK-.50 per hour; UNDER AIR
 PRESSURE- .50 per hour; LONG BOOMS ON STATIONARY CRANES -
 1.00 per hour. Above Long Boom Scale.

HAZARDOUS WASTE/ASBESTOS REMOVAL WORKERS:

Level A: (highest level of respiratory, skin, and eye
 protection) receives \$2.00 per hour above journeyman.

Level B: (same as level A, but a lower level of skin
 protection) receives \$1.50 per hour above jourenyumman.

Level C: (same as level B, but a lower level of respiratory
 protection) receives \$1.00 per hour above journeyman.

OPERATING ENGINEER CLASSIFICATIONS:

GROUP 1: Asphalt Plant Engineer; Asphalt screed man; Apsco
 concrete spreader; Asphalt paver; Asphalt roller on
 bituminous contrete; Athey loaders; Cableways; Cherry
 Picker; ClamShell; C.M.I. & Similar Type Autograde Formless
 Paver,Autgrade Placer & Finisher; Concrete Breaker;Concrete
 plant Oper; Concrete Pumps; Cranes; Derricks;Derrick boats;
 Draglines; Earth auger boring machine, Elevating Graders;
 Engineers on dredge; Gravel processing machines;Head
 equipment greaser;High lift or fork lift;Hoist with two
 drums or 2 or more loadlines; Locomotive; Mechanics; Motor
 graders or auto patrols; Operators or levelman on dredges;
 Power boat oper; Pug mill oper; (Asphalt plat); Orange
 peels; Overhead cranes; Paving mixer; Piledrivers; Pipe
 wraper & Painting machines; Push dozers, or Push cats; Rock

crusher; Ross carrier or similar machine; Scoops; Skimmers
 2 cu yd capacity & Under: Sheep foot roller (self
 propelled); Shovels; Skimmer; Scoops; Test hole drilling
 machines; Tower machine; Tower mixer; Track Tupe & Loaders;
 Track type forklifts or high lifts; Track jacks & Tampers;
 Trackors; Sideboom; Trenching machine; Ditching machine;
 Tunnel lugger; Wheel type end loader; Winch cat; Scoops
 (Allor tournapull)

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

GROUP 3: Air compressor, Track or self-propelled; Bulk
 cement batching- plants; Conveyors; Concrete miers (Except
 Plant, Paver, Tower) Firement, Generators; Greasers; Light
 plants; Mechanical theater; Oilers; Power from graders;
 Power sub-grader; Pug mill, When used other than asphalt
 operation; Roolers (Except bitumin ous); Tractors w/o Power
 attachments regardless of size or type; Truck crane oiler;
 & driver (one man); Vibratory hammer; Water pump; Welding
 machine (one 300 amp or over) Combinations of five of any
 air compressors; Conveyors, Welding Machines, Water pumps;
 Light plants or Generators shall be in batteries or within
 300 ft.

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

 IRON0022-005 06/01/2021

CLARK, CLAY, COLES, CRAWFORD, CUMBERLAND, EDGAR, EFFINGHAM,
 IROQUOIS, JASPER, LAWRENCE, AND RICHLAND COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.99	24.30

 IRON0103-005 08/01/2021

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
IRONWORKER.....	\$ 30.00	25.29

IRON0380-001 05/01/2021

CHAMPAIGN, DE WITT (Eastern Half), DOUGLAS, EDGAR, FORD,
 IROQUOIS, MOULTRIE, PIATT, and VERMILION COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 34.85	26.85

IRON0392-005 08/01/2021

CLAY (Remainder), FAYETTE (Excludes St. Elmo and area North
 thereof), FRANKLIN (Northwest corner), JACKSON (Ana & Elksville
 TWPS), JEFFERSON (Mount Vernon & area West thereof), MARION
 (Remainder), and PERRY COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.50	29.38

IRON0782-004 08/01/2021

ALEXANDER, FRANKLIN, HARDIN, JACKSON (Excludes Ava and Elksville
 TWPS), JOHNSON, MASSAC, POPE, PULASKI, SALINE (Excludes
 vicinity of El Dorado and are NE thereof), UNION, and
 WILLIAMSON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.29	27.02

LABO0159-001 05/01/2020

CLARK, COLES, CUMBERLAND, DOUGLAS, EDGAR, MOULTRIE (North), AND
 SHELBY COUNTIES

	Rates	Fringes
LABORER		
Asbestos Abatement Worker...	\$ 30.59	26.88
General Laborer.....	\$ 28.09	26.78

LABO0159-007 05/01/2020

MOULTRIE COUNTY (South)

	Rates	Fringes
LABORER		
Asbestos Abatement Worker...	\$ 30.89	26.81
General Laborer.....	\$ 28.39	26.81

LABO0477-008 05/01/2017

CHRISTIAN COUNTY

	Rates	Fringes
LABORER		
Asbestos Abatement Worker...	\$ 30.47	23.20
General Laborer.....	\$ 27.97	23.10

LABO0703-001 05/01/2020		

CHAMPAIGN, DE WITT, and PIATT COUNTIES

	Rates	Fringes
LABORER		
Asbestos Abatement Worker...	\$ 32.49	26.17
General Laborer.....	\$ 29.99	26.07

LABO0703-007 05/01/2020		

VERMILION COUNTY

	Rates	Fringes
LABORERS		
Asbestos Abatement Worker...	\$ 31.39	26.17
General Laborer.....	\$ 28.89	26.07

LABO0751-001 06/01/2020		

FORD and IROQUOIS COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 37.51	31.12
GROUP 2.....	\$ 38.51	31.12

LABORER CLASSIFICATIONS

GROUP 1: General Laborer and Skilled Laborer - Handling of materials treated with oil, creosote, asphalt and/or foriegn material harmful to skin or clothing; Track Laborers; Cement Handlers; Chloride Handlers; Unloading and Laborers with Steel Workers and Re-bars; Concrete Workers (wet); Batch Dumpers; Mason Tenders; Kettle and Tar Men; Tank Cleaners; Plastic Installers; Scaffold Workers; Motorized buggies or motorized unit used for wet concrete or handling of building materials; Laborers with de-watering systems; Sewer workers plus depth; Vibrator Operators; Motor Mixer Operators; Cement Silica, clay, fly ash, lime and plasters, handlers (bulk or bag); Cofferdam Workers plus depth; Concrete paving, placing, cutting and tying of reinforcing; Deck hand, dredge hand and shore laborers; Bankmen on floating plant; Asphalt Workers with

machine and layers; Grade checker; Power Tools; Driving all stakes, stringlines for all machinery; Setting and building of manholes and catch basins; Stripping of all concrete forms except paving forms; All concrete paving and slope walls, placing, cutting and tying of reinforcing (re-bars and wire mesh); Caisson Workers plus depth; Gunnite Nozzle Men; Lead Man on Sewer Work; Welders, Cutters, Burners, & Torchmen; Chain Saw Operators; Paving Breaker, Jackhammer & Drill Operators; Layout Man and/or Tile Layer; Steel Form Setters (Street & Hwy); Air Tamping hammerman; Signalman on Crane; Concrete Saw Operator; Screenman on Asphalt Pavers; Front End Man on Chip Spreader; Laborers Tending Masons with hot materials or where foreign materials are used; Multiple Concrete duct-leadman; Luteman; Asphalt Raker; Curb Asphalt Machine Operator; Ready mix scalemen, permanent, portable or temporary plant; Laborers Handling Masterplate or similar materials; Laser Beam Operator; Coring Machine Operator; Plasterer Tenders; Underpinning and Shoring of Building; Material selector when working with firebrick or castable materials; Fire Watch; Signaling of all power equipment; Tree Topper or Trimmer; Tunnel Helpers in free air; Rod and Chainmen with Lead Surveyors, Surveyors, and Technical Engineers; Concrete Burning Machine Operator

GROUP 2: Asbestos Abatement Worker and Hazardous Waste Worker; Dynamite man; Lead Base Paint Abatement Worker

 LAB00773-003 04/01/2018

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

	Rates	Fringes
LABORER		
Asbestos Abatement Worker...	\$ 28.21	23.33
General Laborer.....	\$ 27.21	23.23

 LAB01197-002 04/01/2018

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

	Rates	Fringes
LABORER		
Asbestos Abatement Worker...	\$ 28.21	23.33
<u>General Laborer.....</u>	<u>\$ 27.21</u>	<u>23.23</u>

MARB0054-001 05/01/2010

CLAY, EDWARDS, LAWRENCE, RICHLAND, WABASH, AND WAYNE COUNTIES

	Rates	Fringes
Marble, Tile & Terrazzo Workers.....	\$ 29.60	13.33

PAIN0030-010 06/01/2021

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

	Rates	Fringes
PAINTER Brush, Roller, Pressure Roller, Spray, Airless Spray, Sandblasting, Taper, Drywall Taper/Finisher, Structural Steel, and Bridges.....	\$ 38.19	23.91

PAIN0032-004 09/01/2021

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

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

PAIN0058-004 05/01/2017

FAYETTE COUNTY

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

PAIN0090-001 09/01/2021

CHRISTIAN COUNTY

	Rates	Fringes
PAINTER.....	\$ 32.23	20.58
Epoxy or Toxic-Lead-Based Paint Work-\$1.00 Premium		

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

PAIN0124-001 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

PAIN0156-007 05/11/2021

EDWARDS, WABASH, AND WHITE COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller of Mastics, Creosotes, Kwinch Koate, and Coal Tar Epoxy.....	\$ 28.30	17.88+A
Brush, Roller and Paperhanger.....	\$ 27.30	17.88+A
Drywall Finishers and Plasterers.....	\$ 27.55	17.88+A
Spray of Mastics, Creosotes, Kwinch Koate, and Coal Tar Epoxy.....	\$ 29.55	17.88+A
Spray, Sandblast, Power Tools, Waterblast, and Steam Cleaning.....	\$ 28.30	17.88+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

PAIN0157-009 05/01/2021

FORD AND IROQUIOS COUNTIES

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

PAIN0288-001 09/01/2021

DE WITT, MOULTRIE, PIATT, and SHELBY COUNTIES

	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 30.50	22.30
Paperhanger and Drywall		
Taping.....	\$ 30.50	22.30
Spray and Sandblasting.....	\$ 31.25	22.30

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

Work over 50 ft. above ground or floor level - \$1.00 Premium

 PAIN0363-001 05/01/2017

CHAMPAIGN, COLES, CUMBERLAND, DOUGLAS, and VERMILION COUNTIES

	Rates	Fringes
PAINTER.....	\$ 35.29	14.50
Epoxy or Toxic-Lead-Based Paint Work-\$1.00 Premium		

 PAIN0467-002 06/01/2021

IROQUOIS AND KANKAKEE COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller, Taper (Hand), Paperhanger, Swing Stage, Scaffold Over 30ft., Epoxy, Toxic Material, Sandblast, Spray, Machine Taping, and Residential Work Not to Exceed Two Families Per Structure.....	\$ 38.19	23.91

 PAIN0500-003 06/01/2020

MASSAC COUNTY

	Rates	Fringes
PAINTER.....	\$ 21.50	15.10

Spray, sandblasting and water blast units with 3500 PSI
 receive \$.50 per hour premium. All work forty feet and
 above receive \$1.00 per hour premium.

 PAIN0513-003 11/01/2020

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

CLAIR, AND WASHINGTON COUNTIES

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

PAIN1165-001 07/01/2021		

CLARK, EDGAR, and VERMILION COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 29.61	17.52

PAIN1165-020 07/01/2021		

ALEXANDER, CLAY, CRAWFORD, EDWARDS, FRANKLIN, GALLATIN,
 HAMILTON, HARDIN, JASPER, JEFFERSON, JOHNSON, LAWRENCE, MASSAC,
 POPE, PULASKI, RICHLAND, SALINE, UNION, WABASH, WAYNE, WHITE,
 and WILLIAMSON COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 30.45	17.15

PAIN1168-004 05/01/2021		

CHAMPAIGN, CHRISTIAN, COLES, CUMBERLAND, DE WITT, DOUGLAS,
 EFFINGHAM, FAYETTE, MOULTRIE, PIATT, AND SHELBY COUNTIES

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

PAIN1705-001 09/01/2018		

CLARK, CRAWFORD, EDGAR, EFFINGHAM, JASPER, LAWRENCE, and
 RICHLAND COUNTIES

	Rates	Fringes
PAINTER		
Blasting, Spraying & Pressure Washing.....	\$ 28.37	21.05
Brush & Roller and Wall Covering Drywall Preparing..	\$ 27.37	21.05

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

 PLAS0018-001 05/01/2017

CHRISTIAN COUNTY (Southern Half)

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

 PLAS0018-022 05/01/2017

DE WITT COUNTY (Northern Half)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.69	23.29

 PLAS0103-001 05/01/2002

CHRISTIAN (North Part, South to a line running East and West established North of Humphrey including Stonington), DE WITT (Southern Half including Clinton), PIATT (Southern Part), and SHELBY (Excludes the towns of Cowden, Herrick, Lakewood, Moweaqua, Oconee, Shelbyville, Tower Hill, and Westervelt) COUNTY

	Rates	Fringes
Cement Mason/Plasterer.....	\$ 22.50	9.75

 PLAS0143-001 05/01/2018

CHAMPAIGN, CLARK, COLES, CRAWFORD, CUMBERLAND, DOUGLAS, EDGAR, EFFINGHAM, FORD, LAWRENCE, MOULTRIE, PIATT, VERMILION, AND WABASH COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.16	19.60
PLASTERER.....	\$ 32.85	21.65

 PLAS0143-013 04/01/2019

ALEXANDER, CLAY, CLINTON, EDWARDS, FAYETTE, FRANKLIN, GALLATIN, HAMILTON, HARDIN, JACKSON, JASPER, JEFFERSON, JOHNSON, MARION, MASSAC, PERRY, POPE, PULASKI, RANDOLPH, RICHLAND, SALINE, UNION, WASHINGTON, WAYNE, WHITE, and WILLIAMSON Counties

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

PLUM0130-003 06/01/2021

IROQUOIS COUNTY

	Rates	Fringes
PLUMBER.....	\$ 48.80	34.67

PLUM0136-001 04/01/2021

EDWARDS, LAWRENCE, WABASH, and WHITE COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 38.97	19.76

PLUM0137-001 04/01/2020

CHRISTIAN COUNTY (West of a North and South line Running from
the Western edge of Macon County)

	Rates	Fringes
Pipefitter/steamfitter.....	\$ 43.29	20.16

PLUM0137-008 04/01/2018

CHRISTIAN (East of a North and South line Running from the
Western edge of Macon County), DE WITT, MOULTRIE, PIATT
(Western Half), and SHELBY COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 37.96	18.87

PLUM0149-001 06/01/2021

CHAMPAIGN, COLES, CUMBERLAND, EFFINGHAM, FORD, JASPER, AND
PIATT (east half) COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 47.10	20.94

PLUM0157-003 01/01/2021

Clark, Crawford, Douglas, Edgar, Richland, and Vermilion
Counties

	Rates	Fringes
PLUMBER, PIPEFITTER,		

STEAMFITTER.....\$ 38.68

20.65

 PLUM0160-001 01/01/2021

ALEXANDER, HARDIN, JACKSON, JOHNSON, MASSAC, PERRY, POPE
 PULLASKI, UNION, AND WILLIAMSON (Southern Half) COUNTIES

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

 PLUM0551-001 01/01/2021

FRANKLIN, GALLATIN, HAMILTION, JEFFERSON, SALINE, WAYNE, AND
 WILLIAMSON (Northern Half) COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 40.75	25.85

 PLUM0597-005 06/01/2021

IROQUOIS COUNTY

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

 PLUM0653-001 09/01/2020

CLAY, FAYETTE, and MARION COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 38.50	18.22

 ROOF0002-006 06/01/2021

ALEXANDER, FRANKLIN, HAMILTON, JACKSON, JEFFERSON, JOHNSON,
 MARION, PERRY, POPE, PULASKI, SALINE, UNION, WAYNE, and
 WILLIAMSON COUNTIES

	Rates	Fringes
ROOFER.....	\$ 29.35	15.01

 ROOF0092-001 08/01/2020

CHRISTIAN (Eastern Half), CLAY, DE WITT (Southern Half),
 EFFINGHAM, FAYETTE, JASPER, MOULTRIE, PIATT (Western Half),
 RICHLAND, AND SHELBY COUNTIES

	Rates	Fringes
ROOFER.....	\$ 30.32	22.71

ROOF0097-001 06/01/2021

CHAMPAIGN, CLARK, COLES, CUMBERLAND, DOUGLAS, EDGAR, FORD
 (South of Piper City), PIATT (EAST SECTION OF PIATT, WEST OF &
 EXCLUDING THE CITIES OF MONTICELLO & LODGE), and VERMILION
 COUNTIES

	Rates	Fringes
ROOFER.....	\$ 35.00	19.56

ROOF0106-004 04/01/2021

MASSAC COUNTY

	Rates	Fringes
ROOFER		
Composition Roofer.....	\$ 31.00	17.89
Slate, Tile, Concrete, Slab, and Gypsum Plank.....	\$ 31.50	17.89

ROOF0106-005 04/01/2021

EDWARDS, GALLATIN, HARDIN, WHITE AND WABASH COUNTIES

	Rates	Fringes
ROOFER		
Composition Roofer.....	\$ 31.00	17.89
Slate, Tile, Concrete, Slab, and Gypsum Plank.....	\$ 31.50	17.89

ROOF0112-003 06/01/2020

CHRISTIAN COUNTY (Bolivia, Breckenridge, Buckhart, Bulpitt,
 Callaway, Clarksville, Edinburgh, Grove City, Harvel,
 Hewittsville, Humphrey, Jeisyville, Kincaid, Langlyville,
 Morrisonville, Palmer, Roby, Sharpsbury, Taylorville, Tovey,
 Vanderville, and Zenobia)

	Rates	Fringes
ROOFER.....	\$ 31.86	21.37

ROOF0150-001 07/01/2021

CRAWFORD and LAWRENCE COUNTIES

	Rates	Fringes
ROOFER.....	\$ 28.50	16.23

SHEE0020-005 07/03/2017

CLARK, CRAWFORD, EDGAR & LAWRENCE COUNTIES

	Rates	Fringes
Sheet metal worker.....	\$ 33.50	20.45

SHEE0218-004 06/01/2021		

CHAMPAIGN, COLES, CUMBERLAND, DOUGLAS, FORD, MOULTRIE, PIATT,
 SHELBY & VERMILION COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 39.80	28.10

SHEE0265-002 09/01/2020		

IROQUOIS COUNTY

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

SHEE0268-003 07/01/2021		

ALEXANDER, CLAY, EDWARDS, EFFINGHAM, FAYETTE, FRANKLIN,
 GALLATIN, HAMILTON, HARDIN, JACKSON, JASPER, JEFFERSON,
 JOHNSON, MARION, MASSAC, PERRY, POPE, PULASKI, RICHLAND,
 SALINE, UNION, WABASH, WAYNE, WHITE, and WILLIAMSON COUNTIES

	Rates	Fringes
Sheet metal worker.....	\$ 39.79	22.71

TEAM0026-002 05/01/2020		

CHAMPAIGN, COLES, CUMBERLAND, DEWITT, DOUGLAS, EFFINGHAM, FORD
 (Southern Section - Elliot, Gibson City, Harpster, Melvin,
 Paxton, Roberts & Sibley), IROQUOIS (Fountain Creek, Lovejoy,
 Milford, Pigeon Grove, Prairie Green & Stockland), JASPER,
 MOULTRIE (East of a line from the Northeast corner of the
 county extending Southeast in the direction of Findlay (Shelby
 County) to a point that intersects the Shelby County line),
 PIATT (East of a line from where the DeWitt County line
 intersects Route 10 in a Southeast direction towards the
 Southeast corner of the county), SHELBY (East of an imaginary
 line beginning at the Northeast border with Moultrie County
 extending Southwest in the direction of Findlay and continuing
 to an imaginary point 2.5 miles South of Middlesworth that
 parallels the Cumberland County line), AND VERMILION COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 38.93	20.39
Group 2.....	\$ 39.50	20.39

Group 3.....	\$ 39.77	20.39
Group 4.....	\$ 40.14	20.39
Group 5.....	\$ 41.21	20.39

CLASSIFICATIONS:

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

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

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

GROUP 4: Low Boy and Oil Distributors.

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

 TEAM0050-002 05/01/2020

ALEXANDER, CLAY, FAYETTE, FRANKLIN, HAMILTON, HARDIC, JACKSON, JEFFERSON, JOHNSON, MARION, MASSAC, PERRY, POPE, PULASKI, SALINE, UNION, WAYNE, WHITE, WILLIAMSON COUNTIES

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

CLASSIFICATIONS:

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

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; 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.

TEAM0135-007 05/01/2020

CLARK, CRAWFORD, EDGAR, EDWARDS, LAWRENCE, RICHLAND, and WABASH COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 34.30	12.72+A
Group 2.....	\$ 34.70	12.72+A
Group 3.....	\$ 34.80	12.72+A
Group 4.....	\$ 35.15	12.72+A
Group 5.....	\$ 35.90	12.72+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; Vector 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.

* TEAM0179-010 06/01/2019

IROQUOIS COUNTY (All except the townships of Milford,
Stockland, Loda, Pigeon Grove, Fountain Creek, Lovejoy, and
Prairie Green)

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

FOOTNOTES:

a. \$829.20 per week.

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

CLASSIFICATIONS:

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

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

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

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

 * TEAM0179-013 06/01/2019

FORD COUNTY (North section the of the County North of a line
 from the Southeastern corner of Livingston County straight East
 to the Ford-Irquois County Line)

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

FOOTNOTES:

a. \$829.20 per week.

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

CLASSIFICATIONS:

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

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

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

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

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

 TEAM0279-002 05/01/2019

CHRISTIAN, MOULTRIE (West of a line from the NE Corner, extending straight SE in the direction of Findlay (Shelby County) to a point that intersects the Shelby county line), PIATT (West of a line from where the DeWitt County line intersects Route 10, in a SE direction toward the SE border of the county), SHELBY (West of an imaginary line beginning at the NE border with Moultrie County, extending SW in the direction of Findlay, and continuing to the same point (2.5 miles) South of Middlesworth, then towards the NE cordner of Fayette County)
 COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 36.45	21.35

Group 2.....	\$ 37.00	21.35
Group 3.....	\$ 37.27	21.35
Group 4.....	\$ 37.63	21.35
Group 5.....	\$ 38.65	21.35

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.

 TEAM0347-001 05/01/2019

GALLATIN COUNTY

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 36.45	21.35
Group 2.....	\$ 37.00	21.35
Group 3.....	\$ 37.27	21.35
Group 4.....	\$ 37.63	21.35
Group 5.....	\$ 38.65	21.35

CLASSIFICATIONS:

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

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

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

GROUP 4: Low Boy and Oil Distributors.

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

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

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular

rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"