



Oak Park

RETURN WITH BID

III

Village of Oak Park, IL
Proposal Bid Bond

WE Globe Construction, Inc.
as PRINCIPAL, and Washington International Insurance Company
as SURETY,

are held and firmly bound unto the Village of Oak Park, IL (hereafter referred to as "VOP") in the penal sum of 5% of the total bid price, or for the amount specified in Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the VOP this sum under the conditions of this instrument.

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this
14th day of June A.D. 20 18

Globe Construction, Inc. PRINCIPAL
(Company Name) (Company Name)
By: Peter Martinez, President
By: [Signature] (Signature & Title)

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

Washington International Insurance Company SURETY
(Name of Surety) (Signature of Attorney-in-Fact) Vicki L. Broadus

STATE OF ILLINOIS, Cook
COUNTY OF

I, Elise Siegel
that Peter Martinez a Notary Public in and for said county, do hereby certify

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

Given under my hand and notary seal this 14th day of June A.D. 20 18

NOTICE

1. Improper execution of this form (i.e. missing signatures or seals or incomplete certification) will result in bid being declared irregular.

My commission expires 2/14/20

2. If bid bond is used in lieu of proposal security, it must be on this form and must be submitted with

OFFICIAL SEAL
ELISE SIEGEL
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Feb 14, 2020

Elise Siegel
Notary Public

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

CARL DOHN, JR., WILLIAM P. MAHER, KAREN DOHN, SUSAN MURRAY, VICKI L. BROADDUS, ELISE SIEGEL, and MATTHEW DOHN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


SEVENTY FIVE MILLION (\$75,000,000.00) DOLLARS

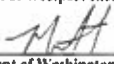
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company: and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By 
Mike A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 20th day of October, 20 17.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook

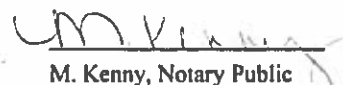
SS:

On this 20th day of October, 20 17, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

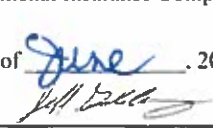
of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of June, 20 18.


Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation



BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL

Project Name: Sidewalk Improvements

Project Number: 18-3

Location: VILLAGE OF OAK PARK, ILLINOIS
Various Locations throughout the Village

Submitted to the President and Board of Trustees

By: Globe Construction
Contractor's Name

1781 W Armitage Ct
Address

Addison, IL 60101
City



Notice to Bidders

RETURN WITH BID

Time and Place of Opening of Bids

Sealed proposals for the improvement described below will be received at the Office of the Village Engineer, Monday through Friday, 8:30 A.M. to 4:00 P.M. at 201 South Boulevard, Oak Park, Illinois 60302 until **10:30 A.M. Thursday, June 14, 2018** at which time the proposals shall be publicly opened and read.

Description of Work

Name: Sidewalk Improvements

Location: Various locations throughout the Village of Oak Park

Proposed Improvement: Sidewalk angle cutting, removal and replacement of public sidewalk, combination curb and gutter, driveways, and PCC base course; pavement adjacent to curbs, adjustments to buffalo boxes, drainage structures and; appurtenant work thereto.

Bidders Instructions

1. Plans and proposal forms will be available in the Office of the Village Engineer, 201 South Boulevard, Oak Park, Illinois 60302 upon payment of **\$10.00** (non-refundable). No plans will be issued to prospective bidders after **4 P.M.** on the working day preceding the opening of bids. Proposals will not be accepted by the Village of Oak Park from Contractors who have failed to provide payment, if required, for obtaining proposal forms and have also failed to register with the Engineering Division of the Public Works Department as plan holders for this project.
2. At the bid opening, all proposals must be accompanied by a proposal guaranty in the amount of 5% of the bid amount. The proposal guaranty shall be in the form of a bid bond executed by a corporate surety company or a bank cashier's check.
3. The awarding authority reserves the right to waive technicalities and to reject any or all proposals as provided in Article 102.01 of the 2016 "Standard Specifications for

Road and Bridge Construction," prepared by the Illinois Department of Transportation.

4. The work to be performed pursuant to this Proposal is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq.
5. Bidders need not return the entire proposal when bids are submitted. Portions of the proposal that must be returned include the following:
 - a. Proposal Cover
 - b. Notice to Bidders
 - c. Contract Proposal (I)
 - d. Contract Schedule of Prices Form (II) (if required)
 - e. Proposal Bid Bond (III) (if required)
 - f. Contractor's Certification (IV)
 - g. Tax Compliance Affidavit (V)
 - h. Fair Employment Practices Affidavit of Compliance (VI)
 - i. Village of Oak Park EEO Report (VII)
 - j. Participation Statement
 - SCHEDULE C: Village of Oak Park Letter of Intent From MBE/WBE to Perform as a Subcontractor, Supplier, and/or Consultant
 - SCHEDULE D: Village of Oak Park M.WBE Participation
6. Federal Guidelines Items # A to be followed as written below

In Addition to local funds, this project is financed with Federal Community Development Block Grant (CDBG) funds and this is subject to all federal rules, regulations and guidelines

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

By Order of

RETURN WITH BID

Bill McKenna, Village Engineer



Proposal

RETURN WITH BID

Proposal of

Globe Construction
1781 W. Armington St. Addison, IL 60101

for the Sidewalk Improvements as noted herein and the performance of all appurtenant work thereto.

1. The plans for the proposed work are those prepared by the Engineering Division of the Village of Oak Park, 201 South Boulevard, Oak Park, Illinois on May 31, 2018.
2. The specifications referred to herein are those prepared by the Department of Transportation and designated as 2016 "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications" there to, the "Standard Specifications for Water and Sewer Construction in Illinois", and the "Manual for Uniform Traffic Control Devices", adopted and in effect on the date of invitation of bids.
3. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Supplemental Specifications and Recurring Special Provisions" contained in this proposal.
4. The undersigned agrees to substantially complete all work prior to **Friday, August 17th 2018**, unless additional time is granted in accordance with the specifications.
5. Accompanying this proposal is either a bid bond on the Village Bond form or a proposal guaranty check, complying with the specifications, made payable to the Village of Oak Park. The amount of the check is Bid Bond (\$ 5%).
6. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the awarding authority.
7. Each pay item should have a unit price and a total price.
8. The unit price shall govern if no total price is shown or if there is a discrepancy between the results of unit price multiplied by the quantity.
9. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

11. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.
12. This Contract is subject to "An act regulating wages of laborers, mechanics, and other workers employed in any public works by the State, County, City or any other public body or any political subdivision or by anyone under contract for public works". (See Special Provision for details).

Special Note: Davis- Bacon and related Acts require maintain and submitting Certified Payroll records weekly for all entities working on this project. .

13. Proposal Guaranty Check:

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties that would be required for each individual proposal.

If the proposal guaranty check is placed in another proposal; state below where it can be found.

The proposal guaranty check will be found in the proposal for: Village of Oak Park

Project 18-3 Sidewalk Improvements

14. The undersigned submits herewith this schedule of prices covering the work to be performed under this contract:

SCHEDULE OF PRICES

(For complete information covering these items, see IDOT specifications and Special Provisions.)

Item No.	S.P.	CODE NO.	Items	Unit	Quantity	Unit Price	Total
1	*		Sidewalk removal	SF	18000	1.00	18000
2	*		PCC sidewalk 5"	SF	15000	6.00	90000
3	*		PCC sidewalk 7"	SF	2000	6.40	12800
4		44000200	Driveway pavement removal	SY	75	10.00	750
5		42300300	PCC driveway pavement 7"	SY	75	49.00	3675.00
6		44000300	Combination concrete curb & gutter removal	LF	100	5.00	500
7		60603800	Combination conc. curb & gutter, Ty B-6.12	LF	100	20.00	2000
8		35300300	PCC base course 8"	SY	10	45.00	450
9		31101180	Sub-base granular material, 2" Type B	TON	100	1.00	100
10		31101200	Sub-base granular material, 4" Type B	TON	10	25.00	250
11		60255500	Frame and lid adjustment	EA	5	150.00	750
12		60266600	Domestic water service box adjustment	EA	5	60.00	300
13	*		Parkway Restoration	SY	5	.01	.05
14	*		Pavement Replacement	SY	300	70.00	21000
15	*		Pavement Replacement-Surface Course	SY	250	59.00	14750
16	*		Traffic Control and Protection	LUMP	1	1300	1300
17	*		Detectable Warning	SF	400	32.00	12800
18	*		Detectable Warning (SPECIAL)	SF	10	43.00	430
19	*		Protective Coat, single application	SY	2000	.01	20.00
20	*		Sidewalk Angle-Cutting	IN-FT	300	37.00	11100
21	*		Historic Colored Concrete	SF	1000	11.75	11750
Bidders Total Proposal for Project							202,700.05

15. The undersigned further agrees that if awarded the contract for the sections contained in the following combinations, will perform the work in accordance with the requirements of each individual proposal for the multiple bids specified in the schedule below.

Schedule of Multiple Bids

Combination Letter	Sections Included in Combination	Total

Receipt of Addenda

<u>Addendum Number</u>	<u>Date Received</u>



Oak Park

III

Self Attached

RETURN WITH BID

**Village of Oak Park, IL
Proposal Bid Bond**

WE

Globe Construction

as PRINCIPAL, and

as SURETY,

are held and firmly bound unto the Village of Oak Park, IL (hereafter referred to as "VOP") in the penal sum of 5% of the total bid price, or for the amount specified in Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the VOP this sum under the conditions of this instrument.

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this

_____ day of _____ A.D. 20____

PRINCIPAL

(Company Name) _____

(Company Name) _____

By: _____

By: _____

(Signature & Title)

(Signature & Title)

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

SURETY

(Name of Surety) _____

(Signature of Attorney-in-Fact) _____

STATE OF ILLINOIS,

COUNTY OF _____

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

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

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

Given under my hand and notary seal this _____ day of _____ A.D. 20____

NOTICE

1. Improper execution of this form (i.e. missing signatures or seals or incomplete certification) will result in bid being declared irregular.
2. If bid bond is used in lieu of proposal guaranty check, it must be on this form and must be submitted with bid.

My commission expires _____

Notary Public



IV

CONTRACTOR CERTIFICATIONS

- A. The undersigned hereby certifies that said vendor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park - Village Code relating to "Bidding Requirements".
- B. The individual or entity making the foregoing proposal of bid certifies that he/she is not barred from contracting with the Village of Oak Park because of any delinquency in the payment of any tax administrated by the Department of Revenue unless the individual or entity is contesting, in accordance with procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the contract and allows the Municipality to recover all amounts paid to the individual or entity under the Contract in Civil action.
- C. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois and the Village of Oak Park, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.
- D. The undersigned firm certifies that it is in compliance with House Bill 3337 which creates a Drug Free Workplace Act for Illinois with an effective date of January 1, 1992.

Organization Name

(Seal - If Corporation)

By: [Signature]

Authorized Signature

1781 W Armitage Ct
Addicks, IL 60101

Address

630-620-0313

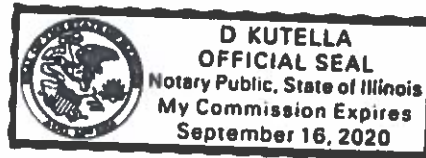
Telephone

Subscribed and sworn to before me this 14th day of June, 2018.

[Signature]
Notary Public

In the State of IL

My Commission Expires: 9/16/2020



(Complete Applicable Paragraph Below)

(a) Corporation

The Vendor is a corporation, which operates under the legal name of

Globe Construction and is organized and existing

under the laws of the State of IL

The full names of its Officers are:

President Peter Martinez

Secretary John Martinez

Treasurer Angelo Martinez

The corporation does have a corporate seal. (In the event that their proposal is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

RETURN THIS PAGE WITH BID

- (b) Partnership
Name, Signature and Addresses of all Partners

The partnership does business under the legal name of

_____, which name is registered with
the office of _____ in the county of
_____.

- (c) Sole Proprietor
The Vendor is a Sole Proprietor whose full name is

_____. If the Vendor is operating under
a trade name, said trade name is _____,
which name is registered with the office of _____
in the county of _____.

Signed: _____
Sole Proprietor

Owner and / or Company Officer Information:

Please provide the Name, Social Security Number, Drivers License Number and State of Issuance of Company Owner and / or Officers.

Name	Title	SS#	Drivers License	State
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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IV

CONTRACTOR'S CERTIFICATION

Globe Construction, as part of its proposal on a contract for
(name of contractor)
2018 Sidewalk Improvements to the Village of Oak Park, hereby
(general description of item(s) proposal on)

certifies that said contractor is not barred from proposing on the aforementioned contract as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".

By: [Signature]
(Authorized Agent of Contractor)

Subscribed and sworn to
before me this 14th day of
June, 2018.

[Signature]
Notary Public



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IV

CONTRACTOR'S CERTIFICATION (cont.)

Hlobe Construction, as part of its proposal on a contract for
(name of contractor)
2018 Sidewalk Improvements to the Village of Oak Park, hereby
(general description of item(s) proposal on)

certifies that said contractor is in compliance with House Bill 3337 which creates a Drug Free Workplace Act for Illinois with an effective date of January 1, 1992.

By: [Signature]
(Authorized Agent of Contractor)

Subscribed and sworn to

before me this 14th day of
June, 2018.

[Signature]
Notary Public



RETURN THIS PAGE WITH BID

V

TAX COMPLIANCE AFFIDAVIT

Peter Martire, being first duly sworn, deposes and
says: that he/she is President of
Globe Construction
(partner, officer, owner, etc.)
(contractor)

The individual or entity making the foregoing proposal or proposal certifies that he/she is not barred from contracting with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

[Signature]

(Name of Contractor if the Contractor is an Individual)
(Name of Partner if the Contractor is a Partnership)
(Name of Officer if the Contractor is a Corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to this 14th day of June, 2018.

[Signature]
Notary Public



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Minority Business and Women Business Enterprises Requirements:

The Village of Oak Park in an effort to reaffirm its policy of non-discrimination, encourages and applauds the efforts of contractors and subcontractors in taking affirmative action and providing Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

Reporting Requirements:

The following forms must be completed in their entirety, notarized and included as part of the bid proposal document. Failure to respond truthfully to any question on this list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your bid.

- VI. Fair Employment Practices Affidavit of Compliance
- VII. Village of Oak Park E.E.O. Report (2 Pages)

Disadvantaged Business Participation Reporting

In an effort to reaffirm its commitment to DBE participation the Village of Oak Park asks each general contractor bidding on Public Works Projects to report on their utilization of Minority and Women Business Enterprises. Please list the MBE/WBE companies working as sub-contractors and/or suppliers on the DBE participation statement included herewith. Feel free to make additional copies of this form if necessary and include with your bid.

VI

**FAIR EMPLOYMENT PRACTICES
AFFIDAVIT OF COMPLIANCE**

NOTE: Their affidavit must be executed and submitted with the signed proposal form. No proposals can be accepted by the Board of Trustees of the Village of Oak Park unless said affidavit is submitted concurrently with the proposal.

Peter Martinez, being first duly sworn, deposes and says that
(name of person making the Affidavit)
President of Globe Construction and that he/she
(Title or Office) (Name of Company)

has the authority to make the following affidavit; that he/she has the knowledge of the Village of Oak Park Ordinance relating to Fair Employment Practices and knows and understands the contents thereof; that he/she certifies hereby that Globe

Construction is an "Equal Opportunity Employer" as defined by Section 2000
(Name of company)

(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference.

[Signature]

Subscribed and sworn to before

me this 14th day of
June, 2018

D Kutella
Notary Public



RETURN THIS PAGE WITH BID

VII

VILLAGE OF OAK PARK E.E.O. REPORT

Please fill out the form completely. Failure to respond truthfully to any questions on their form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of proposal. An incomplete form will disqualify your proposal. For assistance in completing this form, contact Village Engineer Bill McKenna at (708) 358-5722.

1. Vendor Name: Globe Construction

2. Check here if your firm is:

☐ MBE
☐ WBE
☐ DBE
☒ Non-MBE/WBE

**Note if your firm is an M/WBE please fill out the attached affidavit (copies of all certification letters must be included)*

3. What is the size of the firm's current stable work force?

16 Number of full-time employees
0 Number of part-time employees

4. Similar information will be requested of all subcontractors working on their contract. Forms will be furnished to the low responsible bidder or contractor with the notice of contract award, and these forms must be completed and submitted to the Village before the execution of the contract by the Village.

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VII (Continued)

VILLAGE OF OAK PARK
EEO REPORT

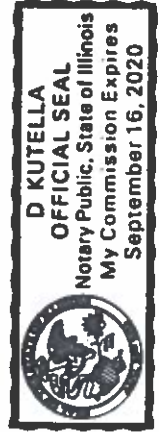
Vendor Name Hobe Construction
Total Employees

Job Categories	Total Employees	Total Males	Total Females	Males				Females				Total Minorities
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	
Officials & Managers	3	3	0	0	0	0	0	0	0	0	0	0
Professionals												
Technicians												
Sales Workers												
Office & Clerical	1	0	1	0	0	0	0	0	0	0	0	1
Semi-Skilled												
Laborers	12	12	0	0	0	0	0	0	0	0	0	0
Service Workers												
TOTAL	16	15	1	0	0	0	0	0	0	0	0	8
Management Trainees												
Apprentices												

This completed and notarized report must accompany your bid. It should be attached to your Affidavit of Compliance. Failure to include it with your bid will be disqualify you from consideration.

An EEO-1 Report may be submitted in lieu of this report.

Dor Marfio being first duly sworn, deposes and says that he/she is the President (Title or Officer) of Hobe Construction and that the above EEO Report information is true and accurate and is submitted with the intent that it be relied upon. Subscribed and sworn to before me this 14th day of June, 2018.
D Kutella (Signature) (Date)



RETURN THIS PAGE WITH BID

Participation Statement

(1) Instructions

Refer to: Minority and Women Business Enterprise Participation Program Vendor Handbook.

Submit: Schedule C and Schedule D with Bid Documents, see pages 23-26 of the Vendor Handbook).

SCHEDULE C:

**VILLAGE OF OAK PARK LETTER OF INTENT FROM MBE /WBE
TO PERFORM AS A SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT**

M/WBE Firm: _____ Contract #: _____

Address: _____ City/State/Zip: _____

Contact Person: _____ Phone: _____ Fax: _____

Certification Expiration Date: _____ Race/Gender: _____

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?
☐ No ☐ Yes – Please attach explanation.

Proposed Subcontractor:

The undersigned M/WBE is prepared to provide the following Commodities and or Services for the above named Project/Contract:

Indicate the Total Dollar Amount, the Percentage, and the Terms of Payment for the above-described Commodities/Services:

(If more space is needed to fully describe the M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets.)

Prime Bidder/Proposer declares and affirms that the facts and representations set forth herein are true and correct and no material facts have been omitted.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me this 14th day of June, 20 18.

Signature of Notary Public

(SEAL)

My Commission expires on

9/16/2020



RETURN THIS PAGE WITH BID

**SCHEDULE D:
VILLAGE OF OAK PARK
M/WBE PARTICIPATION AFFIDAVIT**

Contract #: 2018 Sidewalk Improvements
Project # 18-3 Contract Value: \$ _____

Contact Person: Peter Martire Phone: 630-620-0313 Fax: 630-620-0305

Description of Commodities/Services to be provided by the Bidder/Proposer on this Contract:
Concrete Construction

Any questions regarding compliance with these requirements should be directed to:

Finance Department
The Village of Oak Park, 123 Madison Street, Oak Park, Illinois 60302
PHONE: 708.358.5460, FAX: 708.358.5105.

I, Peter Martire (print name) hereby agree to comply with and be bound by the provisions to submit, as part of this bid/proposal, a detailed M/WBE Participation Plan with and at the time and place of the submissions of this bid/proposal; that the M/WBE Participation Plan is an element of bidder/proposer responsiveness and responsibility; and are incorporated as part of the contract; that heirs, executors, and administrators or assigns and any other persons or entities claiming by or through the bidder/proposer including but not limited to insurance companies, bonding companies, or sureties are bound by this agreement; and do declare and affirm that, to the best of my knowledge, information and belief, the facts and representations set forth in this M/WBE Participation Affidavit are true and correct, and that no material facts have been omitted.

[Signature]
Signed Probe Construction
Firm Name (Print)
630-620-0313
Phone Fax

Peter Martire, President
Name and Title (Print)
1781 W. Armitage Ct
Firm Address (Print)
Addicks, IL 60101
City/State/Zip

SUBSCRIBED AND SWORN before me this 14th day of June, 2018

[Signature]
Signature of Notary Public



RETURN THIS PAGE WITH BID

**SCHEDULE D:
M/WBE PARTICIPATION AFFIDAVIT**

M/WBE firms may participate in the performance of this contract, either DIRECTLY or INDIRECTLY, as:

Prime Bidders/Proposers; Joint Venture Partners; Subcontractors; and/or Suppliers.

Name of M/WBE Firm:		Race / Gender:	
Address:			
City/State/Zip:			
Telephone No.:		Fax:	
Contact Person:			
Dollar Amount: \$		%	Schedule C attached? [] Yes [] No
Description of Commodity/Service:			

We are a shop & union related to only on by the union employees

Name of M/WBE Firm:		Race / Gender:	
Address:			
City/State/Zip:			
Telephone No.:		Fax:	
Contact Person:			
Dollar Amount: \$		%	Schedule C attached? [] Yes [] No
Description of Commodity/Service:			

Name of M/WBE Firm:		Race / Gender:	
Address:			
City/State/Zip:			
Telephone No.:		Fax:	
Contact Person:			
Dollar Amount: \$		%	Schedule C attached? [] Yes [] No
Description of Commodity/Service:			

Total MBE \$		%
Total WBE \$		%
Grand Total MBE \$		%
Grand Total WBE \$		

RETURN THIS PAGE WITH BID

The undersigned affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each partner in the undertaking. Further, the undersigned covenants and agrees to provide to the Village of Oak Park current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each partner relevant to the joint venture by authorized representatives of the Village of Oak Park.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal and state laws concerning false statements.

Note: If after filing this Schedule B and before the completion of the joint venture's work on the project, there is any change in the information submitted, the joint venture must submit a revised version of this document to the Village of Oak Park either directly, or through the prime contractor if the joint venture is a subcontractor.

Name of MBE/WBE Partner Firm

Signature of Affiant

Name and Title of Affiant

Date

Name of non-MBE/WBE Partner Firm

Signature of Affiant

Name and Title of Affiant

Date

On this 14th day of June, 20 18, the above signed
officers Peter Martine
(names of affiants)

personally appeared and, known to me are the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Signature of Notary Public

Commission Expires:



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Contract Bond

NAME AND ADDRESS OF CONTRACTOR _____, as PRINCIPAL, and
NAME AND ADDRESS OF SURETY _____, as SURETY, is held
and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of **CONTRACT**
AMOUNT IN WORDS (\$ AMOUNT IN NUMBERS), well and truly to be paid to the Village, for the payment of which
its heirs, executors, administrators, successors and assigns, are bound jointly to pay to the Village under the conditions of this
instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction of work, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and has further agreed that this bond will inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the Principal shall well and truly perform the work in accordance with the terms of the contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in the contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the work shall have been accepted, and shall save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation will be void; otherwise it will remain in full force and effect.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this ____ day of _____, 2018.

NAME OF PRINCIPAL

By: _____
Signature

By: _____
Printed Name

Its: _____
Title

Subscribed to and Sworn before me on the
_____ day of _____, 2018.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the
_____ day of _____, 2018.

Notary Public

Contract

1. THIS CONTRACT is entered into on _____ by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302 acting by and through its President and Board of Trustees and name and address of contractor, its executors, administrators, successors or assigns (hereinafter "Contractor".)
2. The following documents set forth the terms of this Contract and are incorporated herein:
 - a. The Village of Oak Park's Notice to Bidders, Special Provisions and Plans for Project 18-3, Sidewalk Improvements;
 - b. Contractor's Proposal dated _____; and
 - c. The Contract Bond.
3. Where the terms of the Contractor's Proposal conflict with the terms set forth in the Village's Notice to Bidders, Special Provisions and Plans, the Village's Notice to Bidders, Special Provisions and Plans shall control.
4. The Contractor shall at its own cost and expense perform all the work, furnish all materials and all labor necessary to complete the work in accordance with the terms of this Contract and the requirements of the Director of Public Works or the Director's designee.
5. The Contractor agrees to pay not less than the general prevailing rate of hourly wages for work of a similar character on public works in Cook County, Illinois, and not less than the general prevailing rate of hourly wages for legal holiday and overtime work, to all laborers, workers and mechanics employed on this project and to otherwise comply with the Illinois Prevailing Wage Act.
6. The Contractor affirms that the individual signing this Contract is authorized to execute this Contract on behalf of the Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract on the date above mentioned.

Attest:

Village of Oak Park

Victoria Scaman
Village Clerk
(Seal)

By _____
Cara Pavlicek
Village Manager

Name Of Contractor

By: _____
Signature

Printed Name

Its: _____
Title



SPECIAL PROVISIONS

General Requirements: The contract and work shall be carried out in conformance with the Ordinances of the Village of Oak Park, the attached Plans and Special Provisions, and the Illinois Department of Transportation "Standard Specifications for the Road and Bridge Constructions," Adopted April 1st, 2016 (hereinafter referred to as the "Standard Specifications"), the "Supplemental Specifications and Recurring Special Provisions," adopted January 1, 2018 (as indicated on the check sheet included herein), the "Standard Specifications for Traffic Control Items", and the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids. Plan notes shall take precedence over specifications. Special Provisions are supplemental to said specifications, and in case of conflict with any part or parts of said specifications, said special provisions shall take precedent and shall govern.

Note: This project is financed with federal Community Development Block Grant (CDBG) funds and thus is subject to all federal rules, regulations and guidelines.

Insurance Requirements: The Contractor shall name the Village of Oak Park as additionally insured under the Contractor's general liability insurance policy in accordance with Article 107.27. Insurance coverage or the limits of liability specified in Article 107.27(d) Umbrella Liability shall be revised according to the limits specified.

Each Occurrence Limit	\$5,000,000.00
Aggregate Limit	\$5,000,000.00

Completion of Contract: All work, as specified, shall be completed by Friday August 17th 2018. Failure to complete the contract by Friday August 17th, 2018 shall result in liquidated damage charges of \$1050 per working day until the contract is completed.

The Village anticipates this year's contract will require a single mobilization. A detailed list of locations will be given to the contractor just prior to mobilization.

Alterations, Omissions and Extra Work: The Village reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work, as may be deemed necessary and are not limited to, but including work outside of the public right of way in specific locations.

Special Provisions

DAMAGE CONTROL AND GENERAL CONDITIONS

1. Unless the sidewalk has a pre-existing condition that is documented by the Contractor and the Village, sidewalk that has not been marked for replacement that is damaged during the angle-cutting, removal, or replacement process, shall be replaced at the Contractor's expense.
2. No work sites in business or school area where concrete has been removed shall remain open (concrete not replaced) over a weekend period.
3. When repairing parkways, the topsoil shall be tamped or compacted to offset future settlement.
4. The Contractor shall use sheets of plywood placed over sodded lawns, driveways or curbs when there is the possibility that the Contractor's angle-cutting, removal, and/or replacement operations may damage said sodded lawns, driveways or curbs. The Contractor shall be liable for all damages caused to sodded lawns, driveways or curbs and the Contractor shall replace the damaged sodded lawns, driveways or curbs to the satisfaction of the Village and at no cost to the Village.
5. The Village shall predetermine work locations that are situated in areas with schools, high traffic volumes or parked cars. The Contractor shall notify the Village a week prior to working in these areas so as to allow the Village time to adequately address any issues with access and parking.
6. The Contractor shall be responsible for posting waterproof No Parking signs at least twenty-four (24) hours prior to the start of operations where such protection is needed. Mounting of signs to existing trees using nails or staples will not be allowed. The signs shall indicate the days, dates, and hours where parking is prohibited.

Basis of Payment:

The items discussed herein under "Damage Control and General Conditions" shall not be paid for separately but shall be included in the cost of the overall contract.

Special Provisions

Pay Item 1. Sidewalk Removal

General

This work shall consist of the saw cutting and removal of existing sidewalk at locations designated by the engineer. If the existing sidewalk is not the required depth, either 5" or 7" depending on adjacent concrete thickness, then additional excavation of up to 4" may be required to achieve the required depth as directed by the engineer as well as the furnishing of 2" of **Sub-base Granular Material; Type B** paid separately. This excavation is considered part of the Sidewalk Removal item and payment is included in the cost of the Sidewalk Removal Item.

Where no replacement of sidewalk is scheduled: The removal shall consist of removal of concrete sidewalk and removal of subgrade of up to 5" total or to existing soil whichever is less. In cases of such work the opening shall be restored according to the **Parkway Restoration Special** item. The removal of the subgrade shall be included in the cost of the **Sidewalk Removal Item**.

Basis of Payment

This work will be paid for at the contract unit price per **Square Foot** as **Sidewalk Removal** which shall be payment in full for all the labor, transportation, and disposal required to complete the work described herein.

Pay Item 2. Portland Cement Concrete Sidewalk 5"

General

This work shall consist of constructing Portland cement concrete sidewalk and sidewalk accessibility ramps of a depth of 5". Where the existing sub-grade is deemed unstable by the engineer the contractor shall furnish 2" of compacted CA6 to be paid for under **Sub-base Granular Material; Type B**. The existing sub-grade shall be tamped or rolled until thoroughly compacted and at proper line and grade as shown on the plans.

Basis of Payment

This work will be paid for at the contract unit price per **Square Foot** for **Portland Cement Concrete Sidewalk 5"** which price shall be payment in full for all labor and materials required to complete the work as described herein.

Special Provisions

Pay Item 3. Portland Cement Concrete Sidewalk 7"

General

This work shall consist of construction Portland cement concrete sidewalk and accessibility ramps of a depth of 7". This shall be constructed at locations where the sidewalk is adjacent to driveway entrances. Where the existing sub-grade is deemed unstable by the engineer the contractor shall furnish 2" of compacted stone to be paid for under **Sub-base Granular Material; Type B**. The existing sub-grade shall be tamped or rolled until thoroughly compacted and at proper line and grade as shown on the plans.

Basis of Payment

This work will be paid for at the contract unit price per **Square Foot** for **Portland Cement Concrete Sidewalk 7"** which price shall be payment in full for all labor and materials required to complete the work as described herein.

Pay Item 13. Parkway Restoration

General

All parkway areas disturbed by angle-cutting or by sidewalk, driveway, and curb replacement work shall be restored with topsoil, seeding soil and seed so as to allow a complete repair of the grassed parkway.

Topsoil Backfill

Following removal of forms used for the concrete work, the contractor shall completely backfill all areas with clean topsoil free of any construction debris such as stone or other foreign material to a depth to uniformly match existing surrounding conditions. The areas should be lightly tamped so as to reduce settlement alongside new sidewalks, driveways and curbs.

Seeding Soil

All parkway areas disturbed by concrete work and backfilled shall be topped off with a Seeding Soil Mixture complete with Starter Fertilizer specially formulated for grass seed germination. A minimum of 1 inch of Seeding Soil Mixture shall be placed over the previously backfilled areas.

Watering

The contractor shall be responsible for the initial watering of the restored parkway areas. Door Hangers shall be placed at each property informing the owners of the need to water the seeded areas until germination is complete.

Basis of Payment

This work will be paid for at the contract unit price per **Square Yard** for **Parkway Restoration** which price shall be payment in full for all labor and materials required to complete the restoration work as described herein.



QuickGRASS® PRO MATERIAL SPECIFICATIONS

Materials:

Great Lakes Aspen (naturally seed free)
Polypropylene Netting
Stitching Thread
QuickGrass® (dyed green excelsior)

Typical Roll Sizes:

Width:	4.0 ft (1.2 m)	2.5 ft (0.8 m)
Length:	100.0 ft (30.5 m)	56.3 ft (17.2 m)
Area:	44.4 yd ² (37.1 m ²)	16.9 yd ² (14.1 m ²)
Weight:	32.4 lb (14.7 kg)	12.3 lb (5.6 kg)

Description:

QuickGRASS PRO is an erosion control / seed starter blanket that is a stitched excelsior blanket that provides a temporary organic cover to reduce erosion, protect seeds, enhance germination, and hasten re-vegetation. Product shall be Manufactured in the U.S.A.

Physical Properties:

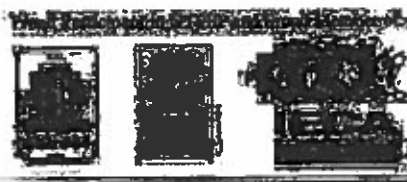
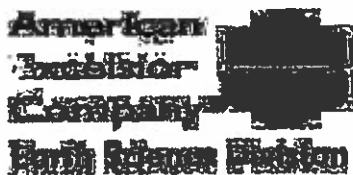
Fiber: Great Lakes Aspen (naturally seed free)
Curled, interlocking fibers with barbed edges
Fiber Size: 80% of fibers a minimum of 6" (15.2 cm) long
0.038" ± 0.008" wide x 0.018" ± 0.003" thick
(0.97 mm ± 0.20 mm wide x 0.46 mm ± 0.08 mm thick)
Weight*: 0.73 lb/yd² (0.40 kg/m²) + 10% @ 22% Moisture
Thread Pattern: No more than 4.0" (10.2 cm) transverse stitch spacing
Net Material: Polypropylene (green with oxo-biodegrader and UV degrader additives)
Net Openings: 1.0" wide x 1.0" long (25.4 mm wide x 25.4 mm long)
Net Configuration: Top side only

* Weight is based on a dry fiber weight basis at time of manufacture. Baseline moisture content of Great Lakes Aspen excelsior is 22%.



Fiberax • 4032 Parkway Drive • Florence, Alabama 35630
Phone 1-800-243-3455 • Fax 256-767-7606 • www.AmericanExcelsior.com

W1110R1112



E-Staple® MATERIAL SPECIFICATIONS

Materials:

100% Biodegradable Resins

Dimensions:

4.0 in (10.2 cm) long with a 1.0 in (2.5 cm) wide U-shaped head and anchoring ears
6.0 in (15.2 cm) long with a 1.0 in (2.5 cm) wide U-shaped head and anchoring ears

Description:

American Excelsior Company provides E-Staples, 100% biodegradable staples, that may be utilized to anchor erosion control blankets (ECBs) and sod. Ideally, E-Staples should be installed with Curlex® NetFree™ for a 100% biodegradable erosion control and revegetation system, but E-Staples are suitable for all degradable ECBs. Product-specific Staple Pattern Guides shall be followed when anchoring ECBs.

Unique E-Staples are resistant to humidity, which means they will not soften during storage. In addition, E-Staples compost and biodegrade in cold to hot ground conditions. E-Staples have been tested in accordance to ASTM biodegradation standards.

Use the E-Staple applicator gun for best results in hard soil. E-Staples are available in boxes of 1,000 staples per box.

Physical Properties:

Material:	100% Biodegradable Resins
Weight:	4 in: 0.19 oz (5.4 g) \pm 10 % 6 in: 0.26 oz (7.4 g) \pm 10 %
Leg Length:	4 in (10.2 cm) \pm 10% 6 in (15.2 cm) \pm 10%
Number of Legs:	One per Staple
Diameter:	0.5 in (1.3 cm) \pm 10%
Head Configuration:	U-Shaped
Head Width:	1.0 in (2.5 cm) \pm 10%
Anchoring Ear Length:	1.0 in (2.5 cm) \pm 10%
Number of Ears:	Two per staple head



850 Avenue H East • Arlington, Texas 76011
Phone 1-800-777-SOIL • Fax 817-385-3585 • www.Curlex.com

W0809R0310

Special Provisions

Pay Item 14. Pavement Replacement /Surface course

General

All base course, surface course and sub-base removed adjacent to new curb and gutter shall be restored to the original cross section as shown in the detail. Other pavement damaged by reason of construction operations and marked by the engineer shall be replaced as directed.

PCC Base and Surface Course

Concrete base and /or surface courses which are removed shall be replaced with Portland Cement Concrete Base and / or Hot Mix Asphalt Surface Courses meeting the requirements of Articles 353 and 406 of the Standard Specifications, respectively, except that hand methods of consolidating, finishing and compacting are permitted.

Method of Measurement

Pavement Replacement and Pavement Replacement Surface Course will be measured in place and the area computed in Square Yards.

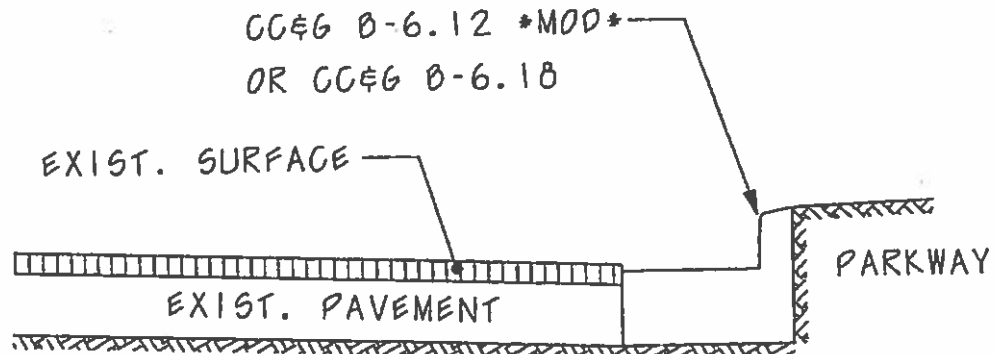
Other Pavement or Surface Course disturbed by reason of construction and marked by the engineer shall be restored as shown in the detail or as directed by the engineer.

Basis of Payment

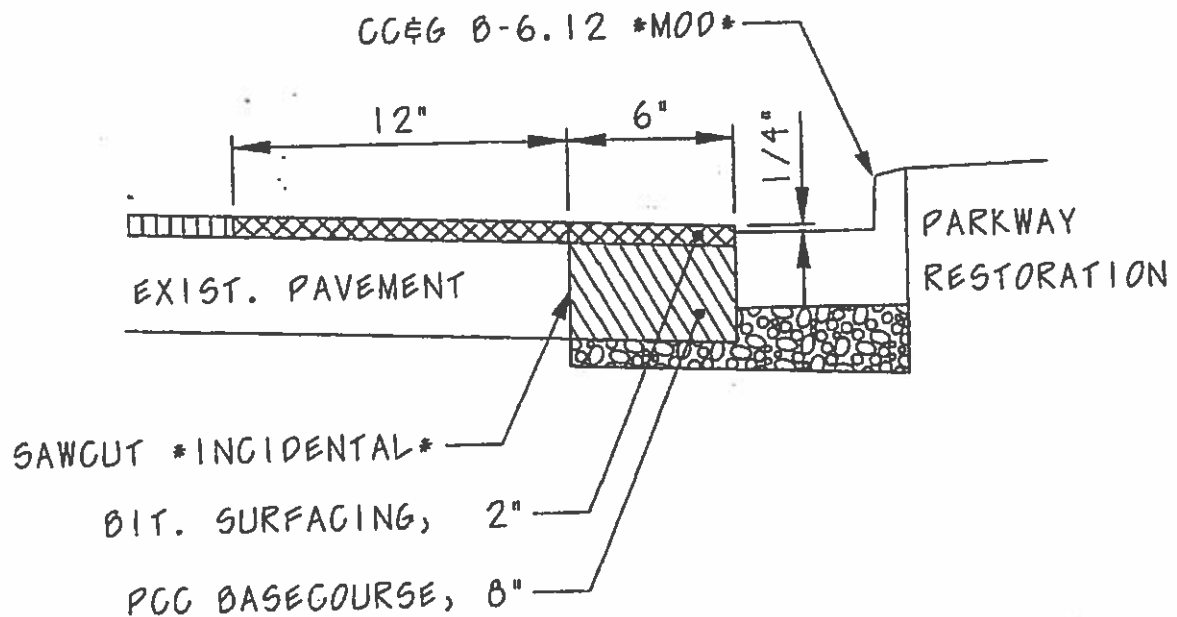
This work will be paid for at the contract unit price per **Square Yard** for:

Pavement Replacement, which price shall include all saw cutting, removal and disposal of removed materials in accordance with Articles 353 and 406 of the Standard Specifications and the details for Pavement Replacement Adjacent to New Curb and Gutter.

DETAIL



UNDISTURBED SUBGRADE OR PAVEMENT



SUBBASE GRANULAR MATERIAL TYPE B

PAVEMENT REPLACEMENT ADJACENT TO NEW CURB AND GUTTER

Special Provisions

Pay Item 15. Pavement Replacement – Surface course

General

All base course, surface course and sub-base removed adjacent to new curb and gutter shall be restored to the original cross section as shown in the detail. Other pavement damaged by reason of construction operations and marked by the engineer shall be replaced as directed.

PCC Base and Surface Course

Concrete base and /or surface courses which are removed shall be replaced with Portland Cement Concrete Base and / or Hot Mix Asphalt Surface Courses meeting the requirements of Articles 353 and 406 of the Standard Specifications, respectively, except that hand methods of consolidating, finishing and compacting are permitted.

Method of Measurement

Pavement Replacement and Pavement Replacement Surface Course will be measured in place and the area computed in Square Yards.

Other Pavement or Surface Course disturbed by reason of construction and marked by the engineer shall be restored as shown in the detail or as directed by the engineer.

Basis of Payment

This work will be paid for at the contract unit price per **Square Yard** for:

Pavement Replacement Surface Course, which price shall include all saw cutting, removal and disposal of removed materials in accordance with Articles 353 and 406 of the Standard Specifications and the details for Pavement Replacement Adjacent to New Curb and Gutter

Special Provisions

Pay Item 16. Traffic Control and Protection

General

All areas where sidewalk, driveways and curbs are removed shall be properly protected so as to prevent injury to pedestrians and drivers as well as damage to new concrete work.

Removal and replacement of public sidewalks shall only occur on one side of the street at a time for each block where work is being performed. The side of street on which work is being performed shall be closed to pedestrian access at both ends of each block with "SIDEWALK CLOSED" signs for the duration of work, and shall remain closed until new concrete has cured and the work locations have been properly cleaned and cleared of equipment, materials, and debris. At no point shall work occur concurrently on both sides of the same block, or shall both sides of the same block be closed to pedestrian access. In areas where corner sidewalks and ramps are being replaced, no more than two corners of any intersection shall be closed concurrently. Contractor shall be complainant with IDOT sidewalk closer procedures.

Angle-cutting of public sidewalks shall only occur on one side of the street at a time for each block where work is being performed. The side of street on which angle-cutting is being performed shall be closed to pedestrian access at both ends of the block with "SIDEWALK CLOSED" signs for the duration of work, and shall remain closed until the work locations have been properly cleaned and cleared of equipment, materials, and debris. At no point shall angle-cutting occur concurrently on both sides of the same block, or shall both sides of the same block be closed to pedestrian access

Barricades and Caution

The contractor shall install barricades to clearly identify all work areas. Work done in the street shall be protected with Type I Flashing Barricades. Caution tape shall be used to direct pedestrians around work zones.

Flaggers and Street Closures

During removal and replacement operations, the contractor shall provide a flagger to direct traffic and pedestrians around the work areas. Should it be necessary to close a street for a period of time, barricades shall be used at the ends of the block. Access should be available for emergency vehicles at all times.

Work Zone Security

The contractor shall provide sufficient staff on site to provide security of the newly poured concrete areas. These staff should be equipped with the necessary tools to repair any footprints or other possible damage to concrete work performed. These staff shall remain on site until the new concrete has set sufficiently to not allow any defacing.

Contact Information

The contractor shall provide a direct contact to address any issues which may arise during and after work activities. This person should be able to respond to or make arrangements for response to emergencies immediately.

Basis of Payment

This work will be paid for at the contract **Lump Sum** price for **Traffic Control and Protection** which price shall be payment in full for all labor and materials required to protect the work areas and address issues as described herein.

Special Provisions

Pay Item 17. Detectable Warning

Description

This work shall consist of furnishing and installing detectable warnings in accordance with Section 424 of the Standard Specifications and as revised or amended in this special provision.

Materials

Cast Iron / Ductile Iron:

Detectable warnings shall have vent holes and be grey cast iron or ductile iron according to Article 1006. Fasteners shall be stainless steel according to Article 1006.29(d).

Composite:

Detectable warning panels shall be cast-in-place tiles with a minimum surface thickness of ¼ inch and embedment ribs on the underside of the tile.

Composite warning panels shall be the following model, or approved equal:

Cast in Place Truncated Dome Detectable Warning Tile

Manufactured by:

ADA Solutions, Inc.

323 Andover Street- Suite 3

Wilmington, MA 01887

800-372-0519

Construction Requirements

Detectable Warnings shall be installed according to IDOT Standards and manufacturers requirements.

Panels shall be weighed down with 25-50 pounds of sand bags after final placement and finishing in wet concrete. Weights shall be removed after concrete has cured for a minimum of 24 hours.

Tool joints shall extend down-slope from the outside edges of the panels to the back of curb.

Detectable Warning panels shall be from the same manufacturer for each project location unless approved by the Engineer to match existing detectable warnings.

Method of Measurement

Detectable warnings will be measured for payment in place and the area computed in square feet.

Basis of Payment

† This work shall be paid for at the contract unit price **Square Foot for Detectable Warning.**

Pay Item 18: DETECTABLE WARNINGS (SPECIAL)

Description

This work shall consist of furnishing and installing detectable warnings at locations determined by the Engineer and in accordance with Section 424 of the Standard Specifications and as revised or amended in this special provision.

Materials

Detectable warnings shall have vent holes and be grey cast iron or ductile iron according to Article 1006 and comply with the Public Right Of Way Accessibility Guidelines (PROWAG), United States Access Board ADA Accessibility Guidelines (ADAAG), and the Illinois Accessibility Code (IAC) as manufactured by NEENAH Foundry or East Jordan Iron Works or Approved Equal. Fasteners shall be stainless steel according to Article 1006.29(d).

Detectable warnings at all intersections and pedestrian crossings shall be non-powdercoated.

Construction Requirements

Detectable warning tiles shall be mechanically connected to adjacent tiles with stainless steel bolts.

Method of Measurement

Detectable warnings will be measured for payment in place and the area computed in square feet.

Basis of Payment

This work will be paid at the contract unit price per square foot for DETECTABLE WARNINGS (SPECIAL).

Special Provisions

Pay Item 19. Protective Coat and Curing of P.C. Concrete, Single Application

Description

This work shall consist of applying protective coat to all new concrete gutter flags, faces and tops of curbs, concrete medians, sidewalks and driveway pavements in accordance with the requirements of Article 420 and Section 1023 of the Standard Specifications except that it shall be applied regardless of the time of year.

The P.C. Concrete surface shall be cured in accordance with Article 1020.13 and Section 1022 of the Standard Specifications.

Basis of Payment

This item will be paid for at the contract unit price per **Square Yard for Protective coat and curing of P.C. Concrete single application** separately for every application. The contract price shall be payment in full for furnishing all materials, labor and equipment necessary to complete the work as specified herein. The curing will not be paid for separately, but shall be considered incidental to the items requiring curing.

Special Provisions

Pay Item 20. Sidewalk Angle-Cutting

Description

This work involves removing public sidewalk trip hazards within the Village right-of-way at various locations by method of angled saw cutting. The contractor shall angle-cut vertical separations at locations designated by the engineer. Locations designated for angle-cutting will typically be limited to vertical separations of ¼ to 1 inch. The Village will supply a list and map of locations to be angle-cut; the Village may add or delete locations at any point before or during the project.

Saw Cutting of Sidewalk

- A) The work method for joint deflection cutting shall include, but not be limited to:
Using a mobile precision guided apparatus with a minimum 20" diameter, diamond edge saw blade, cut trip edge on a 1:8 or 1:12 pitch, tapering the cut to ensure a smooth transition area. All cutting must be wet cut, no dry cutting or grinding will be accepted.
- B) Ensure that each repair will have a zero point of differential between slabs and that each repair will be precisely flush the full width of the slab. The cut shall be smooth, uniform, flat and aesthetically appealing, while maintaining a slip resistant repair slope.
- C) Cutting of concrete sidewalk bays on an angle to eliminate trip edges caused by joint deflections
- D) In certain circumstances the use of a hand cutter may be used as necessary to complete taper within restricted work areas.
- E) Removal, transportation and disposal of cut material (debris) from the work area shall be the responsibility of the contractor.
- F) Once the cutting of the sidewalk is complete, the Contractor shall power wash the joint deflection on both private and City property to remove all remaining concrete slurry

Basis of Payment

The contractor is required to record and submit, with each invoice, the exact dimensions of each trip hazard removed per location. Depth shall be measured to the 1/8 inch. The work shall be paid for at the contract unit price per **INCH-FEET** for **Sidewalk Angle-Cutting**, which price shall include all labor, equipment, tools, materials and all other costs associated with such work as specified herein. The quantity of sidewalk cut will be determined by multiplying the average sidewalk trip hazard height in inches by the length of the saw cut in feet along the joint on each trip hazard.

Special Provisions

Pay Item 21. Historic Sidewalk- Colored Portland Cement Concrete Sidewalk 5"

General

This work shall consist of constructing colored Portland cement concrete sidewalk and sidewalk accessibility ramps of a depth of 5". Where the existing sub-grade is deemed unsuitable, the removal of unsuitable sub-grade is included in the cost of **Sidewalk Removal**. The contractor shall furnish 2" of compacted CA6 to be paid for under **Sub-base Granular Material; Type B**. The existing sub-grade shall be tamped or rolled until thoroughly compacted and at proper line and grade as shown on the plans. Any parkway areas which are disturbed due to this work shall be restored to their original condition and all appurtenant work thereto shall be included in the cost of **Colored Portland Cement Concrete Sidewalk 5"**. Awarded contractor shall submit a 1ftx1ft sample panel of **Colored Portland cement Concrete Sidewalk 5"** that should replicate the historic sandstone color and finish or similar to the mix design provided below. The Contractor shall coordinate with Engineer to determine acceptable mix design and manufacturer prior to construction.

Basis of Payment

This work will be paid for at the contract unit price per **Square Foot for Colored Portland Cement Concrete Sidewalk 5"** which price shall be payment in full for all labor and materials required to complete the work as described herein.

FEDERAL CONTRACT REQUIREMENTS

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

Community Development Block Grant (CDBG) Program

Village of Oak Park CDBG Program

I. PRECONSTRUCTION CONFERENCE

Either before or soon after the actual award of the Contract (but in any event prior to the start to Work at site), the Contractor or his representative, and his subcontractors, shall attend a Preconstruction Conference with representatives of the Owner, the Engineer, or architect, and the Village of Oak Park Community Development Block Grant Program. The Conference will be held to establish procedures for handling shop drawings and other submittals and for processing applications for payment, and to acquaint the participants with the general plan or contract administration and requirements under which the construction operation is to proceed. The Owner or the Architect/Engineer will furnish the date, time, and place of the Conference to the Contractor. The Contractor will notify his subcontractors of the Conference and require their attendance.

2. SUBMISSION OF COMPLIANCE DOCUMENTS

In order to document for compliance with the Village of Oak Park Community Development Block Grant Program requirements and Federal regulations, the successful Bidder will be required to submit and to require his subcontractors to submit various forms and reports required by the Contract Documents, including: (a) HUD Contract and Sub-Contract Activity Form; (b) HUD Weekly Payroll; (c) Village of Oak Park Female Owned Business Form; (d) Contractor/Subcontractor Contract Agreement, whether the contractor or subcontractor is a sole proprietor, an owner performing all work on the project, a contractor with no employees, or otherwise. Contractors and subcontractors will be required to allow interviews with employees on the job during working hours.

3. ACCESS TO RECORDS

The Secretary of HUD, the Village of Oak Park Community Development Block Grant Program, the Comptroller General of the United States, the Owner and any of their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers or property of the Contractor and his Subcontractors pertaining to work performed under this Contract for the purpose of making surveys, audits, examinations, excerpts, and transcripts. The Contractor shall retain records pertinent to this Contract for a period of three years from the date of termination or completion of this contract.

4. ELIGIBLE SUBCONTRACTORS

The Contractor shall not propose or contract with any person or entity included in the United States Department of Housing and Urban Development Consolidated List of Debarred, Suspended, and Ineligible Contractors and Grantees.

5. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or delegate to the Congress of the United States and no Resident Commissioners shall be admitted to any share or part of this Agreement or to any benefit that may arise hereunder.

6. INTEREST OF OWNER'S EMPLOYEES OR OTHER PUBLIC OFFICIALS

No member officer, owner, or employer at Village of Oak Park, or its designees or agents, no member of the governing body of the city in which the Project is located, and no other public official of the city in which the Project is located who exercises any functions or responsibilities with respect to the Village of Oak Park Community Development Block Grant Program during his or her tenure or for one year thereafter, shall have any interest, direct or indirect in this Agreement or any subcontract, or the proceeds thereof. The Contractor shall incorporate, or cause to be incorporated, in all subcontracts a provision prohibiting such interest.

7. CERTIFICATION REGARDING LOBBYING

By signing this contract the undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, confirmation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal contract grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all hers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The 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.
3. As used in this Notice, and in the contract resulting from this solicitation, the covered area is Oak Park, Illinois.

9. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246)

1. As used in these specifications:
 - a. Covered area means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority (The Village of Oak Park);
 - c. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

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- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, Subcontracts a portion of the work, involving any construction trade, it shall physically include in each subcontract the excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
 3. If the Contractor is participating (pursuant to 41 CFR 60-4-5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

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5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications. Executive Order 11246, or the regulations promulgated pursuant thereto.
6. 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.
7. 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 effort to achieve maximum results from its actions. The Contractor shall document these efforts, fully; and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion, at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, 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.

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- d. Provide immediate written notification to the Director when the union or union with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area that 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 76 above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulleting boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, person attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and

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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 organization such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing shall be provided to assure privacy between the sexes. 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.
- o. Document and maintain a record of all solicitations of offers for subcontractors from minority construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review; at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

Joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be

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asserted as fulfilling any one or more of its obligations under 7a through 0 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 to the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables; and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

8. The Contractor 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 Contractors are encouraged to participate in voluntary associations
9. Which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, minority group of women are under utilized.
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or natural origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of

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the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4-8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

10. COMPLIANCE WITH EQUAL OPPORTUNITY PROVISIONS FOR CONSTRUCTION PROJECTS

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or 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 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 contracting officer setting forth the provisions of this nondiscrimination clause.
2. 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.

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3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number of 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.
4. 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.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

12. FEDERAL LABOR STANDARDS PROVISIONS

1. Applicability

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

2. Minimum Wages

- A. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or

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under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deductions or rebate on any account (except such payroll deductions as are permitted by regulations issued by the wages and bona fide fringe benefits (or cost equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- B. Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and

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- (3) The proposed wage rate, including any bonafide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).
- E. The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (2)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (i) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (ii) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic, the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the

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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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

3. Withholding

- A. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

4. Payrolls and Basic Records

- A. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof of the types described in Section 1 (b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

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Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the cost anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(1). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-0001+1), U.S. Government Printing Office, Washington, DC. 20202. The prime contractor is responsible for the submission copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

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

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(1) and that such information is correct and complete.

(2) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as

Supplementary General Conditions

specified in the applicable wage determination incorporated into the contract.

- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- C. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the Statement of Compliance required by paragraph A.3.(ii)(b) of this section.
- D. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- E. The contractor or subcontractor shall make the records required under paragraph A.3(I) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

5. Apprentices and Trainees

- A. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate who is not registered or otherwise employed as stated above, shall

Supplementary General Conditions

be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a state Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

6. Trainees

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

Supplementary General Conditions

in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work, actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

7. 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, and 29 CFR Part 30.

8. Compliance with Copeland Act Requirements

The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

9. Subcontractors

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

10. Contract termination, debarment

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

11. Compliance with Davis-Bacon and Related Act Requirements

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

12. Disputes concerning labor standards.

Supplementary General Conditions

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

13. Certification of Eligibility

1. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
2. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
3. The penalty for making false statements is prescribed in the U.S. Criminal code, 18 U.S.C. 1001. Additionally U.S. Criminal Code, Section 1010, Title 18, U.S.C. Federal Housing Administration purpose of influencing in any way the action of such Administration "makes, utters or publishes any statement, knowing the same to be false, shall be fined not more than \$5,000 or imprisoned not more than five years or both."

14. Complaints, Proceedings or Testimony by Employees

No laborer or mechanic is 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.

15. Contract Work Hours and Safety Standards Act

As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

A. Overtime requirements

No contractor or subcontractor for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek in any contract in an amount in excess of \$100,000.

B. Violation; liability for unpaid wages; liquidated damages

In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages.

In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

C. Withholding for unpaid wages and liquidated damages

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

D. Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

E. Health and Safety

- A. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary; hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- B. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).
- C. The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

16. SECTION 3 BUSINESS CONCERN REPRESENTATION

(Applicable to federally-funded construction contracts exceeding \$100,000)
Please note that all bidders should complete this Part and return this to the Village.

- I. The Offeror represents and certifies as part of its bid/offer that it: is 51 percent or more owned by Section 3 residents; or whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents; or within three years of the date of their first employment with the business were Section 3 residents; or

That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded by the business under the proposed contract to Section 3 businesses as defined above and identified below:

Supplementary General Conditions

**Proposed Subcontractor
(Name and Address)**

**Amount of
Subcontract**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

[Continue on separate sheet as needed]

Is not a Section 3 business. [Do not complete (2)]

(2) If a Section 3 business, the Offeror also represents and certifies as part of its bid/offer that it is a:

Category 1 Business: A Section 3 business concern that provides economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located.

Describe below the economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located, or reference the part of your Section 3 Opportunities Plan where this is described:

Category 2 Business: An entity selected to carry out a HUD Youthbuild program in the metropolitan area, or non-metropolitan county, in which the Section 3-covered funding is expended.

Other Section 3 business concern as indicated in (1) above.

GENERAL WAGE DECISION

U.S. Department of Labor

The following Federal issued Davis-Bacon wage rates are made a part of this agreement. An addendum to the bid specifications may be required if an updated Federal wage determination is published 10 days prior to bid opening. The Contractor is responsible for complying with the current Federal wage decision during the construction period. If there are both State and Federal wage rates in the project, the higher wage of the two for each classification shall prevail.

General Decision Number: IL180009 02/16/2018 IL9

Superseded General Decision Number: IL20170009

State: Illinois

Construction Types: Building, Heavy, Highway and Residential

County: Cook County in Illinois.

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

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

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	02/16/2018

ASBE0017-001 06/01/2017

	Rates	Fringes
ASBESTOS WORKER/INSULATOR		
Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems.....	\$ 50.50	25.80
Fire Stop Technician.....	\$ 40.40	24.54
HAZARDOUS MATERIAL HANDLER		
includes preparation, wetting, stripping removal scrapping, vacuuming, bagging and disposal of all insulation materials, whether they contain		

asbestos or not, from mechanical systems.....	\$ 37.80	24.54

BOIL0001-001 05/01/2017		
	Rates	Fringes
BOILERMAKER.....	\$ 46.18	29.58

BRIL0021-001 06/01/2016		
	Rates	Fringes
BRICKLAYER.....	\$ 44.88	26.62

BRIL0021-004 06/01/2017		
	Rates	Fringes
Marble Mason.....	\$ 44.63	26.83

BRIL0021-006 06/01/2017		
	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 44.38	25.84
TILE FINISHER.....	\$ 38.56	22.10
TILE SETTER.....	\$ 45.49	25.72

BRIL0021-009 06/01/2017		
	Rates	Fringes
MARBLE FINISHER.....	\$ 33.95	26.03

BRIL0021-012 06/01/2017		
	Rates	Fringes
Pointer, cleaner and caulker.....	\$ 45.42	24.06

CARP0555-001 06/01/2017		
BUILDING, HEAVY, AND HIGHWAY		
	Rates	Fringes
CARPENTER		
Carpenter, Lather,		
Millwright, Piledriver,		
and Soft Floor Layer		
Building.....	\$ 46.35	31.29
Heavy & Highway.....	\$ 46.35	31.31

CARP0555-002 10/01/2017		
RESIDENTIAL CONSTRUCTION		

	Rates	Fringes
CARPENTER.....	\$ 37.11	31.29

ELEC0009-003 06/04/2017

	Rates	Fringes
Line Construction		
Groundman.....	\$ 39.39	61.37%
Lineman and Equipment		
Operator.....	\$ 50.50	61.37%

ELEC0134-001 06/05/2017

	Rates	Fringes
ELECTRICIAN.....	\$ 47.40	32.21

ELEC0134-003 06/05/2017

	Rates	Fringes
ELECTRICIAN		
ELECTRICAL TECHNICIAN.....	\$ 43.10	23.95

The work shall consist of the installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment and residential purposes, including but not limited to communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit.

ELEV0002-001 01/01/2018

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 54.85	32.645+a+b

FOOTNOTES:

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

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

 * ENG10150-006 06/01/2017

Building and Residential Construction

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Mechanic; Asphalt Plant*; Asphalt Spreader; Autograde*; Backhoes with Caisson attachment*; Batch Plant*; Benoto(Requires two Engineers); Boiler and Throttle Valve; Caisson Rigs*; Central Redi-Mix Plant*; Combination Backhoe Front Endloader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted)*; Concrete Conveyor; Concrete Conveyor, Truck Mounted; Concrete Paver over 27E cu. ft.*; Concrete Paver 27E cu ft and Under*; Concrete Placer*; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes*; Cranes, Hammerhead*; Cranes, (GCI and similar type Requires two operators only); Creter Crane; Crusher, Stone, etc; Derricks; Derricks, Traveling*; Formless Curb and Gutter Machine*; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2 1/4 yd. and over; Hoists, Elevators, Outside Type Rack and pinion and similar Machines; Hoists, One, Two, and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes*; Hydraulic Boom Trucks; Hydraulic Vac (and similar equipment); Locomotives; Motor Patrol*; Pile Drivers amd Skid Rig*; Post Hole Digger; Pre- Stress Machine; Pump Cretes Dual Ram(Requiring frequent Lubrication and Water); Pump Cretes; Squeeze Cretes-Screw Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole Drill*; Roto Mill Grinder (36" and Over)*; Roto Mill Grinder (Less Than 36")*; Scoops-Tractor Drawn; Slip-Form Paver*; Straddle Buggies; Tournapull; Tractor with Boom, and Side Boom; and Trenching Machines*.

GROUP 2: Bobcat (over 3/4 cu yd); Boilers; Broom, Power Propelled; Bulldozers; Concrete Mixer (Two Bag and over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front End loaders under 2 1/4 cu yd; Aotomatic Hoists, Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted)*; Rollers; Steam Generators; Tractors; Tractor Drawn Vibratory Roller (Receives an additional \$.50 per hour);

Winch Trucks with "A" Frame.

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

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

*-Requires Oiler

* ENGI0150-025 06/01/2017

Heavy and Highway Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 48.30	36.45
GROUP 2.....	\$ 47.75	36.45
GROUP 3.....	\$ 45.70	36.45
GROUP 4.....	\$ 44.30	36.45
GROUP 5.....	\$ 43.10	36.45

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver*, Backhoes with Caisson attachment*, Ballast Regulator, Belt Loader*; Caisson Rigs*Car Dumper, Central Redi-Mix Plant*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all attachments*; Cranes, Hammerhead, Linden, Peco and machines of a like nature*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling*; Dowell Machine with Air Compressor (\$1.00 above Class 1); Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine*; Gradall and machines of a like nature*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic Backhoes*; Backhoes with Shear attachments*; Mucking Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)*; Rock Drill- Crawler or Skid Rig*; Rock Drill truck mounted*; Rock/ Track Tamper; Roto Mill Grinder, (36" and

over)*; Slip-Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine*; Trenching Machine; Truck Mounted Concrete Pump with boom*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Wheel Excavator* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft*

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

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large, over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional
Boring

*Requires Oiler

IRON0001-026 06/01/2017

	Rates	Fringes
IRONWORKER		
Sheeter.....	\$ 47.58	37.34
Structural and Reinforcing..	\$ 47.33	37.34

IRON0063-001 06/01/2017

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 46.75	34.44

IRON0063-002 06/01/2017

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 39.58	27.70

IRON0136-001 07/01/2017

	Rates	Fringes
IRONWORKER		
Machinery Movers; Riggers;		
Macinery Erectors.....	\$ 40.17	33.04
Master Riggers.....	\$ 42.67	33.04

LAB00002-006 06/01/2017

	Rates	Fringes
LABORER (BUILDING & RESIDENTIAL)		
GROUP 1.....	\$ 41.20	27.47
GROUP 2.....	\$ 41.20	27.47
GROUP 3.....	\$ 41.28	27.47
GROUP 4.....	\$ 41.30	27.47
GROUP 5.....	\$ 41.40	27.47
GROUP 6.....	\$ 41.40	27.47
GROUP 7.....	\$ 41.43	27.47
GROUP 8.....	\$ 41.53	27.47
GROUP 9.....	\$ 41.55	27.47
GROUP 10.....	\$ 41.75	27.47
GROUP 11.....	\$ 41.78	27.47
GROUP 12.....	\$ 41.40	27.47

LABORER CLASSIFICATIONS

- GROUP 1: Building Laborers; Plasterer Tenders; Pumps for Dewatering; and other unclassified laborers.
- GROUP 2: Fireproofing and Fire Shop laborers.
- GROUP 3: Cement Gun.
- GROUP 4: Chimney over 40 ft.; Scaffold Laborers.
- GROUP 5: Cement Gun Nozzle Laborers (Gunitite); Windlass and capstan person.
- GROUP 6: Stone Derrickmen & Handlers.
- GROUP 7: Jackhammermen; Power driven concrete saws; and other power tools.
- GROUP 8: Firebrick & Boiler Laborers.
- GROUP 9: Chimney on fire brick; Caisson diggers; & Well Point System men.
- GROUP 10: Boiler Setter Plastic Laborers.
- GROUP 11: Jackhammermen on fire brick work only.
- GROUP 12: Dosimeter use (any device) monitoring nuclear exposure; Asbestos Abatement Laborer; Toxic and Hazardous Waste Removal Laborers.

LABO0002-007 06/01/2017

	Rates	Fringes
LABORER (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 41.20	27.47
GROUP 2.....	\$ 41.28	27.47
GROUP 3.....	\$ 41.40	27.47
GROUP 4.....	\$ 41.43	27.47
GROUP 5.....	\$ 41.40	27.47

LABORER CLASSIFICATIONS

- GROUP 1: Common laborer; Tenders; Material expeditor (asphalt plant); Street paving, Grade separation, sidewalk, curb & gutter, strippers & All laborers not otherwise mentioned
- GROUP 2: Ashpalt tampers & smoothers; Cement gun laborers
- GROUP 3: Cement Gun Nozzle (laborers), Gunitite
- GROUP 4: Rakers, Lutemen; Machine-Screwmen; Kettlemen; Mixermen; Drun-men; Jackhammermen (asphalt); Paintmen; Mitre box spreaders; Laborers on birch, overman and similar spreader equipment; Laborers on APSCO; Laborers on air

compressor; Paving Form Setter; Jackhammermen (concrete);
Power drive concrete saws; other power tools.

GROUP 5: Asbestos Abatement Laborers; Toxic and Hazardous
Waste Removal Laborers, Dosimeter (any device) monitoring
nuclear exposure

LAB00002-008 06/01/2017

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 POUNDS.....	\$ 42.20	27.47
16 - 20 POUNDS.....	\$ 42.70	27.47
21 - 26 POUNDS.....	\$ 43.20	27.47
27 - 33 POUNDS.....	\$ 44.20	27.47
34 - AND OVER.....	\$ 45.20	27.47
LABORER (Tunnel and Sewer)		
GROUP 1.....	\$ 41.20	27.47
GROUP 2.....	\$ 41.33	27.47
GROUP 3.....	\$ 41.43	27.47
GROUP 4.....	\$ 41.55	27.47
GROUP 5.....	\$ 41.20	27.47

LABORER CLASSIFICATIONS (TUNNEL)

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

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

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

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

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

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

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

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

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

LABO0225-001 06/01/2017

	Rates	Fringes
LABORER (DEMOLITION/WRECKING)		
GROUP 1.....	\$ 36.00	27.47
GROUP 2.....	\$ 41.40	27.47
GROUP 3.....	\$ 41.40	27.47

LABORER CLASSIFICATIONS

GROUP 1 - Complete Demolition

GROUP 2 - Interior Wrecking and Strip Out Work

GROUP 3 - Asbestos Work with Complete Demolition/Wrecking or
Strip Out Work

PAIN0014-001 06/01/2017

	Rates	Fringes
PAINTER (including taper).....	\$ 44.55	26.49

PAIN0027-001 06/01/2017

	Rates	Fringes
GLAZIER.....	\$ 42.45	34.18

PLAS0005-002 07/01/2015

	Rates	Fringes
PLASTERER.....	\$ 42.25	26.65

PLAS0502-001 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 44.25	32.18

PLUM0130-001 06/01/2017

	Rates	Fringes
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PLUMBER.....	\$ 49.25	28.97
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PLUM0597-002 06/01/2017

	Rates	Fringes
PIPEFITTER.....	\$ 47.50	30.02

ROOF0011-001 12/01/2017

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

* SFIL0281-001 01/01/2018

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

SHEE0073-001 07/01/2017

	Rates	Fringes
Sheet Metal Worker.....	\$ 43.50	35.42

SHEE0073-002 07/01/2017

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

TEAM0731-001 06/01/2017

COOK COUNTY - HEAVY AND HIGHWAY

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

FOOTNOTES:

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

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

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

TEAM0731-002 03/01/2012

	Rates	Fringes
Traffic Control Device Monitor		
TRAFFIC SAFETY WORKER:		
Primary duties include but are not limited to the delivery, maintenance and pick-up of traffic control devices, the set-up and installation of traffic signs, pavement markings, barricades, crash barrels and glare screens, traffic control surveillance, the repair and maintenance trucks, cars, arrow boards, message signs, barricade and sign fabrication equipment.....		
	\$ 28.25	9.08

TEAM0786-001 06/01/2017

COOK COUNTY - BUILDING AND RESIDENTIAL

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

FOOTNOTES:

a. \$719.00 per week.

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

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

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

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