TABLE OF CONTENTS

INSTRUCTION TO BIDDERS…… 3

BID PROPOSAL 6

SCHEDULE OF PRICES 10

AGREEMENT 12

CONTRACTOR'S CERTIFICATION 14

PERFORMANCE BOND 15

PAYMENT BOND 17

SUSPENSION & DEBARMENT CERTIFICATION……..…….21

GENERAL CONDITIONS OF CONTRACT 24

LABOR STANDARDS……...54

SECTION 100 - SPECIAL CONDITIONS 69

SECTION 200 – TRAFFIC CONTROL…… 72

SECTION 300 – SITE WORK…….…… 73

CERTIFICATE OF PAYROLL…… …… …… …… ……..74

INSTRUCTIONS TO BIDDERS

ARTICLE 1. PROPOSALS

Bids are requested for the construction of 2026 Zion Sidewalk Project Phase Two throughout the City as specified or implied, for the City of Zion, Lake County, Illinois, hereinafter referred to as the Owner, to be performed in accordance with the Specifications, and Contract Documents and Drawings prepared by the City of Zion Engineering Department.

ARTICLE 2. EXAMINATION OF DOCUMENTS AND INSPECTION OF SITE

Before submitting a Bid/Proposal, Bidders shall carefully examine the Drawings, read the Specifications and Contract Documents, fully inform themselves of all existing conditions and limitations, and include in the Proposal a sum to cover the cost of all items included in the Contract Documents.

ARTICLE 3. FORM

Each Proposal shall be made on a form prepared by the Municipal Engineer/Director of Public Works and included as one of the Contract Documents and shall be submitted in a sealed envelope bearing the title of the work and the name of the Bidder.

ARTICLE 4. DELIVERY OF PROPOSAL

Proposals shall be delivered by the time and to the place stipulated in the Advertisement. It is the sole responsibility of the Bidder to see that his Proposal is received in proper time. Any Proposal received after the scheduled closing time for receipt of Proposals will be returned to the Bidder unopened.

ARTICLE 5. DISCREPANCIES

In case of a difference between the stipulated amount of the Proposal written in words and the stipulated amount written in figures, the stipulated amount stated in words shall govern.

ARTICLE 6. MODIFICATIONS

Proposals shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless called for. Oral proposals or modifications will not be considered.

ARTICLE 7. AWARD OR REJECTION

It is the intention of the Owner to realize the construction of the proposed improvements at the lowest possible cost within the limits of the estimated available funds and at no sacrifice in the quality and, if possible, in the scope of work. The Contract will be awarded to the responsible Bidder who submits the lowest responsive and best qualified Bid Proposal complying with these instructions and all other Contract Documents.

The Owner reserves the right to reject any or all Proposals or to waive any informality or technicality in any Proposal in the interest of the Owner. No Bidder may withdraw his Proposal for a period of 60 days after the date of the opening thereof. The awarding of this contract is contingent upon the receipt of Lake County Community Development Block Grants (CDBG) funds.

In addition the contract, the Bidder must also submit a completed Community Development Block Grant (CDBG) Compliance Package.

ARTICLE 8. INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a Bid is in doubt as to the true meaning of any part of the Drawings, Specifications, or Contract Documents, or finds discrepancies in or omissions from the Drawing or Specifications, he may submit to the Director of Public Works a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by Addendum duly issued and a copy of the Addendum will be mailed, faxed or delivered to each person receiving a set of Contract Documents. Neither the Owner nor the Engineer will be responsible for any other explanations or interpretations of the Contract Documents.

ARTICLE 9. ADDENDA

Any Addenda issued during the time of bidding, or forming a part of the Contract Documents, loaned to the Bidder for the preparation of his Proposal, shall be covered in the Proposal and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal.

ARTICLE 10. BIDDERS INTERESTED IN MORE THAN ONE PROPOSAL

No person, firm, or corporation shall be allowed to make, file, or have an interest in more than one Bid/Proposal for the same work, unless alternate Bid/Proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a Bidder or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders.

ARTICLE 11. PROPOSAL GUARANTY

Each proposal shall be accompanied by a certified check, bank cashier's check or bid bond acceptable to the Owner in an amount equal to at least 5% of the Proposal, payable without condition to the Owner, as a guaranty that the Bidder, if awarded the Contract, will promptly execute the Agreement in accordance with the Proposal and the Contract Documents, and will furnish a good and sufficient bond for the faithful performance of the same, and for the payment to all persons supplying labor and materials for the work. The Proposal Guaranties of all Bidders except the three lowest will be returned promptly after the canvas of Proposals.

ARTICLE 12. PERFORMANCE AND PAYMENT BONDS

The successful Bidder, simultaneously with the execution of the Contract, will be required to furnish Performance and Payment Bonds in an amount equal to 100% of the Contract Amount. The Bond shall be secured from a surety company satisfactory to the Owner. The form of the Bonds of the successful Bidder is set forth in these Contract Documents.

ARTICLE 13. LIQUIDATED DAMAGES

It is understood and agreed that TIME is of the essence of the Contract, and that failure on the part of the Contractor to complete the Contract Work within the Time agreed upon will result in certain loss and damage to the Owner.

It is therefore covenanted and agreed that if the Contractor fails or neglects to complete his Work on or before the date fixed for completion, then said Contractor shall pay the Owner an amount to be determined to complete the remaining Work at the agreed upon unit prices.

BID PROPOSAL

TO: City of Zion
2828 Sheridan Road
Zion, Illinois 60099

FROM: _____

_____

_____

_____

Gentlemen:

1. This Bid Proposal is submitted for the project entitled "2026 Zion Sidewalk Project Phase Two", City of Zion, Lake County, Illinois. The successful bidder will be responsible for performing the listed items throughout a calendar year starting at the time of award. The purpose of this proposal is so that the City can call on a concrete contractor for various items as needed.

2. The Contract Documents and plans for this improvement are those prepared by the City of Zion, Engineering Division.

3. In submitting this Bid/Proposal, the undersigned declares and warrants that the only persons or parties interested in the Proposal as principals are those named herein; and that the Proposal is made without collusion with any other person, firm, or corporation.

4. The undersigned further declares that they have carefully examined the General Conditions, Special Conditions, Specifications, Drawings, Contractor's Proposal; and that they have inspected in detail the site of the proposed Work and that they have familiarized themselves with all of the local conditions affecting the Contract and the detailed requirements of construction; and understands that in making this Proposal they waive all right to plead any misunderstanding or misrepresentation regarding the same.

5. The undersigned further understands and agrees that if their Bid/Proposal is accepted they are to furnish and provide all necessary labor, machinery, tools, apparatus, and other means of construction, and to furnish all the materials specified in accordance with the requirements therein set forth.

6. The undersigned further agrees that if the Owner decides to extend or shorten the improvement, or otherwise alter it by extras or deduction, including the elimination of any one or more items, by an amount not to exceed twenty-five percent (25%) of the total money value of the original awarded contract price, or contract price corrected as

provided in the Contract Documents, they will perform the work as altered, increased or decreased, at the Contract unit prices where applicable or if contract unit prices are not applicable, according to Article 24 of the General Conditions.

7. The undersigned further agrees to begin work not later than fourteen (14) days after the issuance date of notice to proceed, unless otherwise provided and to prosecute the Work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the Contract.

   The undersigned agrees to complete the Work within the following time schedule from the issuance date of notice to proceed, unless the Owner in accordance with the provisions of the Contract Documents shall grant additional time.

   In case of failure to complete the work within the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees to pay the Owner an amount to be determined needed to complete the project and the agreed upon unit prices.

8. The undersigned hereby acknowledges receipt of the following addenda:

   Addendum No. 1_____, 2_____, 3_____, 4_____

9. I/We, the undersigned further agree that the bid deposit (certified check or bank cashier's check), in the amount of _____ ($_____) (which amount is 5 percent of the Bid for the Work for which this bid is submitted) enclosed herewith, payable to the City of Zion and is the measure of liquidated damages which said municipality will sustain and that the proceeds thereof shall become the property of the said municipality at the expiration of sixty (60) days from the opening of bids for any reason the undersigned:

   A. Withdraws their Bid/Proposal after the opening of the bids and prior to the time a formal written Agreement evidencing the Contract has been signed and delivered to the Owner and a satisfactory performance bond has been furnished whether or not the undersigned at the time of such withdrawal has been designated as the successful bidder, or

   B. Upon written notification of the award of the Contract he fails to properly sign and deliver to the Owner the written Agreement formally evidencing the Contract within ten (10) days after the written Agreement has been mailed to the undersigned for such execution, or

   C. Fail to comply with any other requirement that leads to a contract.

   The undersigned agrees that withdrawal of this Bid, or Proposal, or failure to sign the Agreement within the time hereinabove set forth shall automatically bar the

undersigned from any further consideration and terminate any and all right the undersigned may have acquired in, by, or through this Bid or Proposal.

The undersigned further agrees that the Owner shall have the right to retain the Bid Deposit, for a period of sixty (60) days from the date of opening of bids. The Bid Deposits of all except the lowest three responsible unsuccessful Bidders will be returned promptly after the award of the Contract.

10. The undersigned acknowledges that the Unit Prices submitted herewith is based upon the materials and/or equipment specified by the Engineer.

If the Bidder desires to offer a material or article as a substitute, he shall indicate to the owner in advance of his submittal of the proposal. No substitute shall be used without the written approval of the Municipal Engineer or Director of Public Works.

In order that the Municipal Engineer or Director of Public Works may determine if the substitute item is a satisfactory alternate to that specified, full descriptive material shall be submitted. Substitute items will not be accepted seven (7) days in advance of the bid opening. In the event that the Municipal Engineer or Director of Public Works does not approve the material, or article for use as a substitute, then the material or article as specified shall be furnished.

If the Bidder with this Proposal offers no substitute materials or articles, then the materials or articles as specified shall be used.

The following items are offered as a satisfactory substitute to the item specified. If the items listed below are specified as substitutes for these specified, the amount indicated below will be deducted from the Base Bid.

ITEM	AMOUNT OF DEDUCT

SCHEDULE OF PRICES

(For complete information covering these items, see plans and specifications.)

ITEM NO.	ITEM	UNIT		UNIT PRICE	TOTAL
1.	Removal of concrete curb and gutter.	L.F. 100			
2.	Removal of concrete sidewalk including base material.	S.F. 6,000			
3.	Combination concrete curb and gutter per Engineering Standards.	L.F. 100			
4.	Concrete sidewalk 5 inches in thickness on a 4 inch thick CA-6 aggregate base course	S.F. 4,500			
5.	Concrete sidewalk 6 inches in thickness on a 4 inch thick compacted CA-6 aggregate base course	S.F. 1,500			
TOTAL					

11. The Contractor understands and agrees that he shall make the work readily accessible for inspection, classification of Work, and determination of quantities for the various pay items by the Engineer. Furthermore, the Engineer or his designated representative shall make such measurements and determinations as necessary to classify the work and determine the quantities for pay purposes and such decisions will be final after three days if the Contractor does not submit a written notice as defined in the following paragraph.

    "If the Contractor differs with the Engineer's classification of the work or determination of the various pay items, he must notify the Engineer in writing within three days, otherwise the Owner will not consider any such difference as a claim for payment. Any such written notice received within the three day period shall be just reason for the Engineer to re-evaluate the work involved."

12. The undersigned hereby acknowledges that the Owner:
    City of Zion
    retains the power, authority, and right to waive technicalities, or reject this or any and all bids, and to re-advertise.

13. Municipal Engineer is hereby designated to mean the full time Engineer or Director of Public Works employed by the City of Zion.

14. In the event a contract is awarded based on this Proposal, such award will be made within sixty (60) days after the date of the bid opening.

DATE: _____

TELEPHONE NUMBER: _____

FIRM NAME: _____

BY: _____ TITLE: _____

ATTESTED: _____ TITLE: _____

ADDRESS: _____

(Seal - if Bid is by a Corporation)

AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2026 by and between the City of Zion hereinafter called the OWNER, and _____, hereinafter called the CONTRACTOR, WITNESSETH, That the Contractor and the Owner for the considerations hereinafter named agree as follows:

ARTICLE 1. SCOPE OF THE WORK

The Contractor shall furnish all of the material and perform all of the work for the installation of all improvements as shown on the drawings and described in the specifications entitled "2026 Zion Sidewalk Project Phase Two."

All work shall be performed in strict accordance with Drawings and Specifications prepared by the City of Zion, Engineering Division, as and in these Contract Documents referred to as the Engineer whose Drawings and Specifications are made a part of this Contract, and in strict compliance with the Contractor's Proposal as accepted, including any amendments agreed upon at the time of execution of this Agreement, and with the other Contract Documents herein mentioned which are part of this Contract.

ARTICLE 2. TIME OF COMPLETION

The work, under this Agreement, shall commence upon written notice to the Contractor as defined in the General Conditions. The work shall be completed within **45 calendar days** after the Notice to Proceed has been issued.

ARTICLE 3. CONTRACT SUM

The Owner shall pay the Contractor for the performance of the contract subject to any additions and deductions provided therein in current funds, the sum of _____ _____ _____ ($_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _). Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the other Documents, which are a part of this Contract.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due upon final acceptance of the completed work, provided the contract is then fully performed.

ARTICLE 5. AUTHORITY AND RESPONSIBILITY OF THE ENGINEER

All work shall be done under the general administration of the Municipal Engineer/Director of Public Works. The Municipal Engineer/Director of Public Works shall decide any and all questions, which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Drawings and Specifications, and all

questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents are as noted in Article 66 of the General Conditions. In the event that any portion of one Contract Document conflicts with one provision of another Contract Document, the provision of that Contract Document first listed in Article 66 of the General Conditions shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the Parties hereto have caused this Instrument to be executed in two original counterparts the day and year above written.

(SEAL) Contractor: _____

_____

Attest: _____

By: _____

Title: _____

(SEAL) Owner: _____

_____

Attest: _____ By: _____

_____

STATE OF ILLINOIS

SS

COUNTY OF _____

CONTRACTOR'S CERTIFICATION

_____, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of the Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) any person holding an interest in this Contract in violation of Sections 1.1 et seq. of the Illinois Purchasing Act, Ill. Rev. Stat. Ch. 127, Section 132.11-1 et seq.; (ii) the commission of an act in violation of Section 10-1 of the Illinois Purchasing Act, Ill. Rev. Stat. Ch. 127, Section 132.10-1; (iii) a default on an educational loan as provided in "An Act in relation to educational loans, amending an Act named therein", Ill. Rev. Stat. Ch. 127, Section 3551 et seq.; (iv) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in Ill. Rev. Stat. Ch. 24, Section 11-42.1-1; or (v) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, Ill. Rev. Stat. Ch. 38, Section 33E-1 et seq. or the latest editions

DATED this _____ day of _____, 2026.

_____
Contractor

Attest/Witness

By:_____

_____

_____

Title:_____

Subscribed and Sworn to
before me this _____ day
of _____, 2026.

My Commission Expires:_____

(SEAL)

_____
Notary Public

PERFORMANCE BOND

THIS INSTRUMENT WITNESSETH: That we (1) _____,
a CONTRACTOR as Principal, and (2) _____,
a Corporation organized and existing under and by virtues of the laws of the State of _____ and regularly authorized to do business in the State of Illinois as Surety, are held and firmly bound unto the City of Zion, Illinois, hereinafter called the "Owner" in accordance with a Contract hereinafter referred to, in the penal sum of

_____ _____
($_____) of lawful money of the United States, will and truly to be paid unto the said Owner, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the said Principal has entered into a written Contract with the Owner dated _____ for the construction of the work entitled "2026 Zion Sidewalk Project Phase Two" in conformity with the Drawings, General Conditions, and Specifications hereby referred to and made part of the same to all intents and purposes as if written at length herein, in which Contract the said Principal has contracted to perform the work specified in said Contract in accordance with the terms thereof:

NOW THEREFORE, the conditions of this obligation is such that if the Principal shall faithfully perform the Contract on their (its) part, and satisfy all covenants, terms, conditions, and agreements incurred by the Principal in the performance of said Contract, during the original term thereof, and any extensions thereof which may be granted by the owner, with or without notice to the Surety, and shall satisfy all claims and demands arising there under, and shall fully indemnify and save harmless the Owner from all cost and damage which the Owner might suffer by reason of the failure of the Principal to do so, and which the Owner may incur in making good any default by the Principal, including any default based upon failure of the Principal, to fulfill his obligation to furnish maintenance, repairs, or replacements for any period of time after the work is completed, if provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In addition, the Principal and Surety, jointly and severally expressly guarantee that all materials furnished and workmanship performed, under the Contract and in the construction of the work shall fulfill all requirements of the Contract and the Contract Documents with respect to them for a period of one year from the date of final acceptance.

It is hereby stipulated and agreed that any suit based upon any default of the Principal in fulfilling his obligation to furnish maintenance, repairs, or replacements, for any period of time after the work is completed, if provided for in the Contract, may be brought at any time up to six months after the expiration of the time specified in the Contract during which the Contractor has agreed to furnish such maintenance or make such repairs or replacements.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under or the Specifications accompanying the same shall in any way affect its obligations on

this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

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

IN WITNESS WHEREOF, this instrument is executed in several counterparts, each one of which shall be deemed an original, on this the _____ day of _____, 2026.

PAYMENT BOND

THIS INSTRUMENT WITNESSETH: That we (1) _____
Contractor as Principal, and (2) _____
_____, a Corporation organized and existing under and by virtues of the laws of the State of Illinois and regularly authorized to do business in the State of _____ as Surety, are held and firmly bound unto the City of Zion, Illinois, hereinafter called the "Owner" in accordance with a contract hereinafter referred to, in the penal sum of

_____

_____($_____) lawful money of the United States, well and truly to be paid unto the said Owner, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the said Principal has entered into a written Contract with the Owner dated _____ for the construction of the work entitled "2026 Zion Sidewalk Project Phase Two" in conformity with the Drawings, General Conditions, and Specifications hereby referred to and made a part hereof the same to all intents and purposes as if written at length herein, in which Contract the said Principal has contracted to perform the work specified in said Contract in accordance with the terms thereof;

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully satisfy all claims and demands incurred by the Principal of said Contract, and shall pay all obligations arising there under, and shall fully indemnify and save harmless the Owner from all cost and damage which the Owner might suffer by reason of the failure of the Principal to do so and shall fully reimburse and repay to the Owner all costs, damages, and expenses which the Owner may incur in making good any default by the Principal, and shall promptly make payment to all persons supplying labor, equipment or materials for use in the prosecution of the work as provided for in such Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Owner may sue on this Bond, and any person furnishing material or performing labor, either as an Individual or as a Subcontractor, shall have the right to sue on this Bond in the name of the Owner for his use and benefit.

The said Surety, for value received, hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under of the Specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications. PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in several counterparts, each one of which shall be deemed an original this _____ day of _____, 2026.

(SEAL) (1)_____
(Principal)

Attest: By: _____

_____ Title:_____

(SEAL) (2)_____
(Surety)

Attest: By:_____
(Attorney in Fact)

_____

(1) Name of Contractor

(2) Surety

PROOF OF INSURABILITY

(To be prepared by bidders Insurance Agent)

(To be submitted with proposal)

PROPOSAL SUBMITTED BY:

CONTRACTOR _____

ADDRESS _____

_____

*PHONE*_____

I, being duly sworn, do hereby acknowledge that I have read and understood the insurance specifications herein and agree and affirm that the above listed bidder is eligible for and can obtain and supply the appropriate insurance per the specifications contained in the contract documents for this project.

Subscribed and sworn to

Before me this _____

Of _____*, 2026.*

Signed _____
(Insurance Agent)

Date _____

_____ *Insurance Co.*_____
Notary Public

Address _____

_____

Phone _____

CITY OF ZION

TAX COMPLIANCE AFFIDAVIT

_____, *being first*

*duly sworn, deposes and says: that they are*_____
(partner, officer, owner, etc.)

of _____.
(contractor)

Check the Statement that applies:

☐ 1. The individual or entity making the foregoing proposal or bid certifies that he or she is not barred from contracting with the City of Zion 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 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.

☐ 2. The individual or entity making the foregoing proposal or bid certifies that such individual or entity has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due and is in compliance with the agreement.

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.

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

Title:_____

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

Subscribed and Sworn to the _____ day of _____, 20_____.

_____
Notary Public

Suspension & Debarment Certification Form

Project Information

Project Name:

_____

CDBG Grant Year / Activity ID:

_____

Project Location:

_____

Grantee: City of Zion

Prime Contractor Name:

_____

UEI Number:

_____

Business Address:

_____

Phone / Email:

_____

Certification Statement

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 CFR Part 180.

BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION.

(1) The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 CFR Part 180 an that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation i8n this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

Attestation

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Authorized Representative

Name and Company Name
(Print):_____

Title:
_____
_____

Signature: _____ Date:
_____

FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)

Instructions for Certification

1. By signing and submitting this Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The prospective recipient of Federal assistance funds agrees by submitting this Response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.

5. The prospective recipient of Federal assistance funds further agrees by submitting this Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

GENERAL CONDITIONS OF THE CONTRACT

ARTICLE 1. DEFINITIONS

1. Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

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

3. Application for Payment - The form accepted by the Engineer which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

4. Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. Bidder - Any person, firm, or corporation submitting a bid for the Work.

6. Bonds - Performance, payment bonds, and other instruments of security.

7. Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Special Conditions, drawings, as the same are not more specifically identified in the Agreement, together with all Modifications issued after the execution of the Agreement.

8. Contract Price - The moneys payable by the Owner to the Contractor under the Contract Documents as stated in the Agreement.

9. Contract Time - The number of days or the date stated in the Agreement for the completion of the Work.

10. Contractor - The person, firm, or corporation with whom the Owner has entered into the Agreement.

11. Day - A calendar day of twenty-four hours measured from midnight to the next midnight.

12. Drawings - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the Engineer and are referred to in the Contract Documents.

13. Designated Representative – That individual or organization designated by the Engineer whom exercises supervision and control of the designated project in the absence of the Engineer. The Designated Representative shall be in writing to the owner.

14. Engineer, Municipal Engineer/Director of Public Works - The person, firm, or corporation

named as such in the Agreement.

15. Field Order - A written order issued by the Engineer, which orders minor changes in the Work but does not involve a change in the Contract Price or Contract Time.

16. Notice of Award - The written notice by the Owner to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, the Owner will sign and deliver the Agreement.

17. Notice to Proceed - A written notice given by the Owner to the Contractor, with a copy to the Engineer, fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform his obligations under the Contract Documents.

18. Owner - The public body or authority, corporation, association, partnership or individual with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.

19. Subcontractor - An individual, firm, or corporation having a direct contract with the Contractor or with any other sub-Contractor for the performance of a part of the Work at the site.

20. Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction all as required by the Contract Documents.

ARTICLE 2. EXECUTION, CORRELATION, AND INTENT OF DOCUMENTS

The Owner and the Contractor shall sign the Contract Documents in triplicate. In case of a failure to sign the General Conditions, Drawings, or Specifications, the Engineer shall identify them.

The Plans and Specifications are intended to call the Contractor's attention to all items requisite and necessary to complete the work but are not intended to be infinitely detailed so as to include minor items obviously required. Accordingly, all work is to be done under all headings and all equipment is to be furnished and installed so as to complete the construction in a propitious and workmanlike manner whether all items are specifically covered or not. When the Specifications and Drawings conflict, the Specifications shall govern.

References to standard specifications, manuals, or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, or code in effect at the time of opening the bids (or, on the effective date of the Agreement if there were no bids), except as may be otherwise specifically stated. However, no provision of any referenced

standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the Owner, Contractor, or Engineer, or any or their agents or employees from those set forth in the Contract Documents. The Engineer shall issue clarifications and interpretations of the Contract Documents.

ARTICLE 3. CLARIFICATIONS AND INTERPRETATIONS

The Municipal Engineer/Director of Public Works shall furnish, with reasonable promptness, additional instruction, by means of drawings or otherwise, necessary for the proper execution of the Work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, or reasonably inferable there from. The Work shall be executed in conformity therewith and the Contractor shall do no Work without proper drawings and instruction. In giving such additional instructions, the Engineer shall have authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the purposes of the building.

Figured dimensions on the Drawings shall be taken as correct but shall be checked by the Contractor before starting construction. Any errors, omissions, or discrepancies, shall be brought to the attention of the Engineer and his decision thereon shall be final.

ARTICLE 4. SHOP DRAWINGS

Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data, which are prepared by the Contractor or any subcontractor, manufacturer, supplier, or distributor and which illustrate some portion of the Work. Samples are physical examples furnished by the Contractor to illustrate materials, equipment, or workmanship and to establish standards by which the work will be judged.

When shop drawings are required, the Contractor shall submit six prints of each drawing specially produced for this project for use by the Engineer and Owner. Additional copies of shop drawings are as required by the Contractor. Three copies of manufacturer's descriptive data including catalog sheets for materials, equipment, and fixtures shall be submitted.

When samples are required, a minimum of two samples each shall be submitted unless otherwise noted. Samples submitted will not be returned without a special written request from the Contractor and consent of the Owner and/or the Engineer.

Shop Drawings shall indicate the type, size, quantity, arrangement, location, mode of operation, component materials and/or material certification, utility connections, wiring and control diagrams, anchorages, supports, performance and test data, dimensions, and other information necessary to assure satisfactory fabrication, installation, and operation of the completed project. As used herein, the term "manufacturing" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop Drawings shall establish the actual detail of all joining work; amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure; and

incorporate minor changes of design or construction to suit actual conditions.

The Engineer will review shop drawings, however, approval of such drawings shall not be construed as a complete check. It shall not relieve the Contractor from responsibility for any departures or deviations from the requirement of the Contract Documents unless he has, in writing, called the Engineer's attention to such deviations at the time of submission. It shall not relieve him from responsibility for proper completion of the work, nor from the necessity of furnishing any work required by the Contract Documents, which may not be indicated on shop drawings when approved. The Contractor shall be solely responsible for any quantities, which may be shown on the shop drawings.

The Municipal Engineer/Director of Public Works will pass upon the shop drawings with reasonable promptness and will return one print to the Contractor with the Engineer's signature applied thereto, indicating appropriate action.

The Contractor, Owner, and Engineer will mutually determine distribution copies of the Engineer approved shop drawings on an individual item basis during or following the pre-construction conference.

The Contractor is further advised that in the event a third submittal of shop drawings is required, due to previous submittals or incomplete or incorrect shop drawings, the Contractor shall be charged one-half of the cost incurred by the Engineer for the review of the third submittal. The total cost incurred by the Engineer for all subsequent review will be borne by the Contractor.

All shop drawings shall be thoroughly checked by the Contractor for completeness and for compliance with the Contract Documents before submitting them to the Engineer, Municipal Engineer/Director of Public Works for approval and shall bear the Contractor's stamp of approval certifying that they have so been checked. Any shop drawings submitted without this stamp of approval and certification, and shop drawings, in the Engineer's opinion are incomplete, contain numerous errors, have not been checked or only checked superficially, will be returned unchecked by the Engineer for resubmission by the Contractor.

The Contractor shall check all shop drawings and shall verify all dimensions and field conditions and shall check and coordinate the shop drawings of any section or trade with the requirements of all other sections or trades whose work is related thereto, as required for proper and complete installation of the Work.

The Engineer's review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of shop drawings and resubmit new samples for review and approval. The Contractor shall direct specific attention in writing to revisions other than the corrections called

for by the Engineer on previous submittals. The Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the Owner and the Engineer that the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that the Contractor has reviewed or coordinated each shop drawing or sample with the requirements of the Work and the Contract Documents.

ARTICLE 5. VERIFYING MEASUREMENTS AND LAYING OUT THE WORK

The Engineer or the Owner does not guarantee the exactness of grades, elevations, dimensions, or locations given on any drawing issued by the Engineer, or the work installed by other Contractors.

The Contractor shall, therefore, satisfy themselves as to the accuracy of all grades, elevations, dimensions, and locations. On all cases of interconnections of his work with existing or other work, he shall verify at the site all dimensions relating to such existing or other work. The Contractor shall promptly rectify any errors due to his failure to verify all such grades, elevations, locations or dimensions without extra cost to the Owner.

The Contractor shall lay out the work in accordance with the Drawings and shall establish and maintain locations, lines, and levels required for work and shall be responsible for its correctness. They shall report any discrepancies between the drawings and actual measurements to the Engineer, Municipal Engineer/Director of Public Works for proper interpretation prior to proceeding with the Work.

ARTICLE 6. OWNERSHIP OF DRAWINGS AND MODELS

All drawings, specifications, and copies thereof furnished by the Engineer, Municipal Engineer/Director of Public Works are the property of the Owner, who reserves all rights thereto. They are not for publication, nor to be used on other Work without the written consent of both parties.

ARTICLE 7. THE ENGINEER'S STATUS

The Engineer, Municipal Engineer/Director of Public Works shall have general supervision and direction of the Work. He is the Agent of the Owner only to the extent provided in the Contract Documents. He has authority to stop the Work whenever such stoppage may be necessary to insure proper execution of the Contract.

ARTICLE 8. THE ENGINEER'S DECISIONS

The Engineer shall, within a reasonable time, make decisions on all claims of the Owner or Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

ARTICLE 9. FOREMAN, SUPERVISION

The Contractor shall keep on his work, during its progress, a competent foreman and any necessary assistants, all satisfactory to the Municipal Engineer/Director of Public Works. The foreman shall not be changed except with the consent of the Municipal Engineer/Director of Public Works or his designated representative, unless the foreman proves to be unsatisfactory to the Contractor and ceases to be in his employ. The foreman shall represent the Contractor in his absence and all direction given to him shall be as binding as if given to the Contractor. On written request such directions shall be confirmed in writing to the Contractor.

The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure, or construction, which is indicated in and required by the Contract Documents. The Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents.

ARTICLE 10. MATERIALS, LABOR, AND EQUIPMENT

The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform the Construction as required by the Contract Documents.

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, and power necessary for the execution of the Work. Unless otherwise specified, all material shall be new and both workmanship and material shall be of good quality.

If not otherwise provided, materials or work called for in this Contract shall be furnished and performed in accordance with well known established practice, and standards recognized by Architects, Engineers, and the trade.

The Contractor shall not employ on the Work any unfit person or anyone not skilled in the Work assigned to him.

The Contractor shall submit to the Municipal Engineer/Director of Public Works for approval the name of the manufacturer of each item purchased, together with a complete description of the item and catalog cuts. No final purchase of major equipment items shall be made until the written approval of the Municipal Engineer/Director of Public Works is obtained, and no deviation from the selected manufacturers, as stated in the Contract, will be accepted.

Attention of the Contractor is directed to the material test required on this Contract. A testing laboratory employed by the Contractor and approved by the Municipal Engineer/Director of Public Works shall make all laboratory tests. The cost for testing shall be paid by the Contractor. Unless otherwise provided in the Special Conditions of the Contract, and/or in the Contract Specifications, the Contractor shall furnish the materials to be tested and incidental materials and labor required at the site in connection with the tests, the cost of which shall be

considered as included in the prices set forth in the Contract for Contract items.

When required by the Specifications, or when called for by the Engineer, the Contractor shall furnish the Engineer, for approval, full information concerning the materials or articles, which he contemplates incorporating in the Work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection. The Contractor and the Surety shall guarantee all materials and workmanship for a period of one year from the date of final acceptance, and this guarantee must be covered in the Surety Bond for the Contract.

ARTICLE 11. INSPECTION OF WORK

The Owner, Engineer, Municipal Engineer/Director of Public Works and their representatives shall at all times have access to the Work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. At any time during the course of construction of this project when, in the opinion of the Engineer, Municipal Engineer/Director of Public Works provisions of the Drawings, Specifications, or Contract Conditions are being violated by the Contractor or his employees, the Engineer, Municipal Engineer/Director of Public Works shall have the right and authority to order all construction to cease or materials to be removed, until arrangements satisfactory to the Engineer are made by the Contractor for resumption of the Work in compliance with the provisions of the Contract. It shall not be construed as a waiver of defects if the Engineer, Municipal Engineer/Director of Public Works shall not order the Work stopped or more material removed, as the case may be.

If the Specifications, the Engineer's instructions, laws, ordinances, or any public authority requires any Work to be specially tested or approved, the Contractor shall give the Municipal Engineer/Director of Public Works timely notice of its readiness for inspection and, if the inspection is by authority other than the Engineer, Municipal Engineer/Director of Public Works of the date fixed for any such inspection. Inspections by the Engineer, Municipal Engineer/Director of Public Works shall be promptly made. If any such Work should be covered up with fill, concrete, metal, or any other material without approval or consent of the Engineer, Municipal Engineer/Director of Public Works it must, if required be uncovered for examination at the Contractor's expense.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work, or at any item, to make an examination of Work already completed by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor, and materials. If such work is found to be defective in any material respect due to fault of the Contractor or his subcontractors, he shall defray all the expense of such examination and/or satisfactory reconstruction. If however, the work is found to be acceptable, the actual cost of labor and materials necessary involved in the examination and replacement, plus 15% will be allowed to the Contractor.

ARTICLE 12. INSURANCE AND HOLD HARMLESS AGREEMENT

1. Hold Harmless

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and Engineer and their agents and employees from and against all claims, damages, losses, and expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense, (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder.

2. Contractor's Insurance

The Contractor shall not commence any work under the Contract until he has obtained all insurance required under this paragraph. Certificate of Insurance, fully executed by authorized agents of the Insurance Company, shall be filed with the Engineer and Owner for approval. The Contractor shall not allow any subcontractor to commence work on his sub-contract until all similar insurance required for the subcontractor has been so obtained and approved. The Contractor, on request of the Owner or Engineer, shall submit the original policies for inspection and approval before the work is commenced. Said policies and coverage shall not thereafter be cancelled, permitted to expire, or be changed without giving ten (10) days written notice in advance to the Owner and receiving consent from the Owner. The certificates required shall contain specific reference to Hold Harmless Contractual Liability and 10-day notice provision for change.

(a) Compensation Insurance Before any Work is commenced, the Contractor shall take out, and maintain during the life of this Contract, Workman's Compensation and Employer's Liability Insurance for all his employees. In case any Work is sublet, the Contractor shall require the subcontractor to provide similar Workman's Compensation and Employer's Liability for all employees unless covered by protection afforded by the Contractor. Such Employer's Liability Insurance shall be for not less than $1,000,000.00.

(b) Contractor's Liability Insurance The Contractor shall take out and maintain during the life of this Contract, comprehensive bodily injury liability and property damage insurance as shall protect himself, the Owner, Engineer, and any subcontractor during the performance of Work covered by this Contract, from claims of damage for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under this contract, whether such operations be by himself or by a Subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability on the Owner, and the amounts of such insurance shall be as required by law. In absence of specific regulations, the amount of coverage shall be as follows:

Comprehensive Bodily Injury Liability Insurance in an amount not less than $1,000,000.00 for injuries, including accidental death, to any one person; and, subject to the same limit for each person, an amount not less than $2,000,000.00 on account of one accident.

The Comprehensive Liability Insurance will include Contractual Liability Insurance applicable to the Contractor's obligations under the terms of the Hold Harmless Agreement described above. The Owner and the Engineer shall be named as additional insured on the Contractor's Comprehensive General Liability Policy or the Contractor Protective Liability Insurance, for the same hazards as described above. This Insurance shall be in the form of a separate policy written in the name of the Owner.

(c) Insurance Covering Special Hazards Special Hazards including increments of X.C.U. as well as other special hazards as determined by the Owner, shall be covered by rider or riders in the Comprehensive Bodily Injury and/or Property Damage policy or policies herein elsewhere required to be furnished by the Contractor or be separate policies of insurance in the amounts as defined herein.

(d) Automobile Insurance The Contractor shall take out and maintain during the life of this Contract, Automobile Bodily Injury Liability Insurance in an amount not less than $1,000,000.00. Such Insurance shall cover all vehicles owned, hired, or used by the Contractor during performance of this Contract.

(e) Property Insurance Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, Contractor, and Subcontractors in the Work, shall insure against the perils of fire and extended coverage shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse, and water damage, and shall include damages, losses, and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys, and other professionals). If not covered under the "all risk" insurance, the Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by the Contractor shall contain a provision that the coverage afforded will not be cancelled or materially changed until at least thirty days prior written notice has been given to the Owner. In absence of specific regulations, the Property Damage Insurance shall be for an amount no less than $400,000.00.

(f) Safety Responsibility Wherever herein, specifications refer to safety procedures, practices, measures, equipment, appliances, installations, or devices, these are solely for the guidance of the Contractor and in order to define the Contractor's obligations to the Owner. The Engineer shall not have responsibility for inspecting, supervising, or enforcing the same.

(g) Completed Operations and Product Liability The Contractor shall supply a certificate of insurance providing Completed Operations and Products Liability coverage, with limits of liability not less than $300,000.00 per occurrence, $500,000.00

aggregate.

3. Additional Insurance

The insurance coverage and limits required by Paragraph 2 above shall not be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on the Contractor's duty to procure, maintain, and keep in force, at all times while this Contract is in effect, all insurance necessary to protect and save harmless the Owner, the Work, and all property on which, or in the vicinity of which, the Work is being done. Notwithstanding any other provision of this Contract, the Contractor's liability for losses and damages under or in connection with this Contract or the Work shall not be limited by the type or amount of insurance carried by the Contractor or the Owner.

ARTICLE 13. CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall promptly remove from the premises all materials condemned by the Engineer, Municipal Engineer/ Director of Public Works as failing to conform to the Contract, whether incorporated in the Work or not, and the Contractor shall promptly replace and re-execute his own Work in accordance with the Contract and without expense to the Owner, and shall bear the expense of making good all work by other Contractors which is destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned Work and the materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days thereafter, the Owner may, upon ten (10) days written notice, sell such materials at auction or at private sale, and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

ARTICLE 14. DEDUCTION FOR UNCORRECTED WORK

If the Engineer and Owner deem it inexpedient to correct Work injured, or done not in accordance with the Contract, the difference in value, together with a fair allowance for damage, shall be deducted.

ARTICLE 15. CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final certificate for payment nor any provision in the Contract Document shall relieve the Contractor of responsibility for negligence of faulty materials or workmanship within the extent and period provided by law, and upon written notice, he shall remedy any defect due thereto and pay for any damage to other Work resulting there from.

ARTICLE 16. PROTECTION OF WORK AND PROPERTY

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be

observed. Machinery, equipment, and all hazards shall be guarded (or hazards eliminated) in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Association General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

The Contractor shall put up and maintain such barriers and supply such watchmen as will effectively prevent accidents and, in addition, during night hours he shall put up and maintain sufficient lights and flares to ward and safeguard the public against accidents. In executing the Work on this Project, the Contractor shall no unnecessarily impede or interfere with traffic on public highways or streets, and the Owner is to be the sole judge as to what constitutes unnecessary interference with traffic, or as to what constitutes a hazard to traffic. The Contractor shall confer with the Owner's representative and keep local Police and Fire Departments fully informed as to streets or alleys which are to be closed to traffic for construction purposes.

The Contractor shall continuously maintain adequate protection of all his Work from damage, and shall protect the Owner's and adjacent property from injury arising in connection with his Contract.

The Contractor shall be responsible for any and all damage to property, public or private, that may be caused by their operations in the performance of this Contract, and the Contractor shall defend any suit that may be brought against them, and/or the Owner, on account of damage inflicted by their operations, and shall pay any judgment awarded to cover such damage.

ARTICLE 17. EMERGENCIES

In an emergency affecting the safety of life or of the structure or of adjoining property, the Contractor is hereby permitted to act at his discretion to prevent such threatened loss or injury, and shall so act without appeal, unless otherwise instructed or directed.

ARTICLE 18. PERFORMANCE AND PAYMENT BOND

The Owner will require the Contractor to furnish a bond in the full amount of the Contract covering faithful performance of the Contract, and the Payment of all obligations arising there under, in such form as the Owner may prescribe and with such sureties as he may approve. The Contractor shall pay the premium.

ARTICLE 19. CASH ALLOWANCE

The Contractor shall include in the Contract Sum, all allowances as named in the Contract Documents, and shall cause the Work so covered to be done by such Contractor and for such sums as the Engineer may direct, the Contract Sum being adjusted in conformity therewith. The Contractor declares that the Contract Sum includes such sums as he deems necessary. No demand for expense or profit other than those included in the Contract Sum shall be allowed. The Contractor shall not be required to employ for any such Work a subcontractor against whom he has a reasonable objection.

ARTICLE 20. GUARANTEES

All work to be performed under this Contract shall be constructed in compliance with the Drawings, the Specifications, and standard construction codes, and must be guaranteed by the Contractor and the Surety for a period of one (1) year from date of final acceptance against defective workmanship and material of any nature. On all items of equipment to be incorporated in the completed project, the Contractor and his Surety must guarantee that the type, quality, design, and performance will fully meet the requirements of the Specifications.

ARTICLE 21. PAYMENTS AND WAIVERS OF LIEN

Payments under this Contract shall be made only upon certificates signed by the Director of Public Works. The Owner may retain a portion of the amount otherwise due the Contractor.

Except as provided in Section (d) below, the amount retained by the Owner shall be limited to the following:

(a) Withholding of not more than 10 percent of the payment claimed until the work is 100 percent complete.

(b) When work is 100 percent complete, reduction of the withholding to 5 percent of the dollar value of all work satisfactorily completed to date; Provided that the Contractor is making satisfactory progress or there is there is other specific cause for such withholding.

(c) When the work is 100 percent complete and approved by the owner or representative the withholding amount shall be further reduced to 5 percent until one year from the date of final acceptance at which time all monies due to contractor shall be approved for payment unless contractor had failed to perform in accordance with the plans and Specifications and/or written or verbal instructions from Engineer/Owner regarding faulty material and /or workmanship.

(d) The Owner may reinstate up to 10 percent withholding if the grantee determines, at its discretion, that the Contractor is not making satisfactory progress or there is other specific cause for such withholding.

The Contractor shall present, before payment is made on any certificate, waivers of lien and affidavits covering all contracts and subcontracts for all labor and materials to date.

ARTICLE 22. WARRANTY OF TITLE

The Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment whether incorporated in the Project or not, will pass to the Owner at the time of payment free and clear of all liens, claims, security interests, and

encumbrances and shall file a Waiver of Lien at the time of making an Application for Payment.

ARTICLE 23. FINAL APPLICATION FOR PAYMENT

After the Contractor has completed all such corrections to the satisfaction of the Engineer, Municipal Engineer/Director of Public Works and delivered all maintenance and operating instruction, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents, and other documents - all as required by the Contract Documents, and after the Engineer, Municipal Engineer/Director of Public Works has indicated that the Work is acceptable, the Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as the Engineer, Municipal Engineer/Director of Public Works may reasonably require, together with complete and legally effective releases or waivers, satisfactory to the Owner, of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by the Owner, the Contractor may furnish receipts or releases in full; an affidavit of the Contractor that the releases in full; an affidavit of the Contractor that the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed, and that all payrolls, material, and equipment bills, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any subcontractor, manufacturer, fabricator, supplier, or distributor fails to furnish a release or receipt in full, the Contractor may furnish a Bond or other collateral satisfactory to the Owner to indemnify the Owner against any lien.

ARTICLE 24. CHANGES IN WORK

The Owner, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Work, the Contract Sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract, except that any claim for the extension of time caused thereby shall be adjusted at the time of ordering such change.

The value of any such change shall be determined in one or more of the following ways:

(a) By estimate and acceptance in a lump sum

(b) By unit prices subsequently agreed upon

In cases where a lump sum proposal is submitted by the Contractor in excess of Five Hundred Dollars ($500.00) and the Owner considers the proposal so submitted is excessive or unreasonable for the changes or added Work contemplated, the Owner reserves the right to make an award of such work to another Contractor, unless the Contractor on this contract agrees to do the added work or changed work for the price named by the other Contractor.

Inspectors are not authorized to act for the Owner in giving orders for the Owner for extra or additional Work, either in writing or verbally.

ARTICLE 25. FINAL INSPECTION

Upon written notice from the Contractor that the work is complete, the Municipal Engineer/Director of Public Works or his designated representative will make a final inspection and will notify the Contractor in writing of all the particulars in which this inspection reveals that the Work is incomplete or defective. The Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

ARTICLE 26. CLAIM FOR EXTRAS

If the Contractor claims that any instructions, by drawings or otherwise, involve extra cost under this contract, he shall give the Engineer written notice thereof before proceeding to execute the Work, and, in any event, within two weeks of receiving such instructions. No such claims shall be valid unless so made.

ARTICLE 27. PAYMENTS WITHHELD

The Owner may withhold from payment to the Contractor, in addition to the retained percentage, such an amount or amounts as may be necessary to cover:

(a) Payments may be earned or due for just claims for labor or materials furnished in and about the Work.

(b) For defective work not remedied.

(c) For failure of the Contractor to make proper payments to his subcontractors.

(d) Reasonable doubt that this Contract can be completed for the balance then unpaid.

(e) Evidence of damage to any person or property.

The Owner will disburse, and shall have the right to act as agent for the Contractor in disbursing, such funds as have been withheld pursuant to this paragraph, to the party or parties who are entitled to payment wherefrom. The Owner will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contract.

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all labor and material for which a lien could be filed; but the Contractor may, if a subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify himself against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the letter may be compelled to pay in discharging such a lien,

including all costs and a reasonable attorney's fee.

ARTICLE 28. OWNER'S RIGHT TO DO WORK

If the Contractor shall neglect to prosecute the Work properly, or fail to perform any provision of this Contract, the Owner, after three (3) days written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor provided, however, that the Engineer shall approve both such action and the amount charged to the Contractor.

ARTICLE 29. OWNER'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors for material or labor, or persistently disregard laws, ordinances, or the instruction of the Engineer, Municipal Engineer/Director of Public Works or otherwise be guilty of a substantial violation of any provision of the Contract, the Owner, then upon the certificate of the Engineer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and furnish the Work by whatever method he may deem expedient.

In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the Work, such excess shall be paid to the Contractor. If such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

Where the Contractor's services have been so terminated by the Owner, the termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment or moneys due the Contractor by the Owner will not release the Contractor from liability.

Upon seven days' written notice to the Contractor and Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the work and terminate the Agreement. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable termination expenses.

The expense incurred by the Owner as herein provided and the Engineer shall certify the damage incurred through the Contractor’s default. Upon receipt of termination, the Contractor shall be responsible for returning the site to its original condition or better, including all items necessary for Cleanup as further described herein.

ARTICLE 30. VISITING SITE

The bidder shall visit the site of the proposed Work prior to submitting their bid, so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the contract. They will be allowed no additional compensation for his failure to be so informed.

ARTICLE 31. LINES AND LEVELS

The Contractor will establish the lot line and restrictions that are a matter of record. The responsibility for all other lines and levels necessary for the proper location and erection of improvements or appurtenances rests with the Contractor, who shall employ a competent instrument man.

ARTICLE 32. REGULATIONS

The Contractor shall give notices, pay all fees, and comply with all Federal, State, and Municipal Laws, ordinances, rules and regulations, and building and construction codes bearing on the conduct of the work. This Contract, as to all matters not particularly referred to and defined therein, shall notwithstanding, be subject to the provisions of all pertinent ordinances of the Municipality or other political subdivision within whose limits the work is constructed, which ordinances are hereby made a part hereof with the same force and effect as if specifically set out herein.

ARTICLE 33. ROYALTIES AND PATENTS

The Contractor shall pay royalties and patents for any patented product used by him or incorporated in the Work, and shall defend all claims or suits for infringement of any patent right brought against himself or the Owner, and shall save the Owner harmless from loss on account thereof; the Contractor shall indemnify and save harmless the Owner and his officers and agents from all damages, judgments, claims, and expenses arising from the infringement of any letter, patent, or patent right, or because of any royalty, fee, or license for the use, arrangement, or operation of any tools, machinery, appliances, devices, or materials which may be used by the Contractor or furnished by him in fulfillment of the requirements of this Contract. In the event of any claim or action at law account of such patents or fees, it is agreed that the Owner may retain out of the monies which are or which may become due the Contractor under this Contract, a sum of money sufficient to protect himself against loss, and to retain the same until said claims are paid or satisfactorily adjusted.

ARTICLE 34. NOTICE TO START WORK

The Contractor shall notify the Owner in writing forty-eight (48) hours before starting work at the site on this Contract of his intention to do so. In case of a temporary suspension of the Work, he shall give a similar notice before resuming Work.

ARTICLE 35. USE OF PREMISES

The Contractor shall confine his apparatus; the storage of materials, and the operations of his workmen to limits indicated by the law, ordinances, permits, or direction of the Engineer and

shall not reasonably encumber the premises with his materials.

The Contractor shall not load, or permit any part of the work to be loaded with a weight that will endanger its safety.

The Contractor shall enforce the Engineer's, Municipal Engineer/Director of Public Works instructions regarding signs, advertisements, fires, smoking, and sanitary facilities.

ARTICLE 36. CLEANING UP

The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work, and at the completion of the work, they shall remove all their rubbish from and about the site, and all his tools, equipment, and surplus materials and shall leave the site "broom-clean", or its equivalent, unless more exactly specified.

In case of dispute, the Owner may remove the rubbish and charge the cost to the Contractor as the Engineer may determine to be just.

ARTICLE 37. CUTTING, PATCHING, AND FITTING

The Contractor shall do all cutting, patching, or fitting of his work that may be required to make its several parts come together properly, and to fit it to receive, or be received by, work of other Contractors shown upon, or reasonably implied by, the Drawings and Specifications, and they shall repair and make good after all such cutting and fitting. Any cost caused by defective or ill-timed work shall be borne by the party responsible thereof.

The Contractor shall not endanger any work by cutting, digging, or otherwise, and shall not cut or alter the work of any Contractor.

ARTICLE 38. DELAYS

If the Contractor is delayed in the completion of the work by any act or neglect of the Owner or the Engineer or of any employee of either, or by any other Contractor employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fire, and unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the Engineer pending arbitration, or by any cause which the Engineer shall decide to justify the delay, the time for completion shall be extended for such reasonable time as the Engineer, Municipal Engineer/Director of Public Works may decide. No such extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the Engineer, Municipal Engineer/Director of Public Works. In case of a continuing delay, only one claim is necessary.

The Contractor shall not claim or be entitled to any payment, compensation, damages, or adjustment of any kind, other than the extension of time provided for in the preceding paragraph, because of any hindrances or delays from any cause whatsoever, whether

avoidable or unavoidable, in the commencement, performance or completion of the Work.

ARTICLE 39. SUBCONTRACTORS

The Contractor shall notify the Owner in writing of the names of the subcontractors proposed on the Contract, and shall not employ any subcontractor until the Owner's approval in writing has been obtained.

The Contractor agrees to be fully responsible to the Owner for the acts or omissions of his subcontractors and of any one employed directly or indirectly by him or them, and this Contract obligation shall be in addition to the liability imposed by law upon the Contractor.

Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the Owner.

The Contractor agrees to bind every subcontractor (and subcontractor of a subcontractor) to the terms of the General Conditions of the Contract, the Drawings, and Specifications, as far as applicable to his work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

ARTICLE 40. ASSIGNMENTS

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due to or to become due to them hereunder, without the previous written consent of the Owner.

ARTICLE 41. SPECIFICATION DIVISION

The separation in the Specifications of any of the Contract Divisions of the work into section is merely for the convenience of reference. Although such separation may facilitate the awarding of subcontracts by the Contractor, such separations are not intended and shall not be deemed to make the Engineer an arbiter to establish subcontract limits between the Contractor and any of his subcontractors.

Each subcontractor is requested to carefully examine the Drawings and Specifications to determine in what way their work will be affected by the work of other trades and exactly what work they will be required to perform in connection with the work of other subcontractors.

ARTICLE 42. BID DEPOSITS

All proposals shall be accompanied by a certified check, bank cashier's check or bid bond made payable to the City of Zion, in the amount of five percent (5%) of the proposals bid upon. The bid security of the successful bidder will be returned to them upon execution of the Contract Agreement and approval of the Guarantee Bond specified under Article 18. All other bid deposits will be returned to the bidders as stipulated in the Proposal form.

ARTICLE 43. MINIMUM WAGE RATES

The Contractor shall agree to pay the present prevailing minimum rates for the various classes of laborers and mechanics to be engaged in work on this project and all deductions, if any, required by law to be made from unpaid wages actually earned by laborers and mechanics so engaged.

In accordance with "An Act Regulating Wages of Labor, Mechanics, and Other Workers Employed in Any Public Works by the State, County, City or Any Public Body or Any Political Subdivision or by Anyone Under Contract for Public Works", Ill. Rev. Stat. ch. 48, Sections 39s-1 et seq., or latest edition, a copy of the Owner's "Ordinance Ascertaining the Prevailing Rate of Wages", in effect as of the date of the advertisement for bids, is attached and shall be a part of this Contract. If the Illinois Department of Labor revises the prevailing rate of hourly wage to be paid, the revised rate shall apply to this Contract.

ARTICLE 44. OVERTIME WORK

The work shall be carried forward during regular working hours unless the Contractor finds it necessary to work overtime in the course of the work or to complete the work within the time of completion stipulated in the Proposal and in the Contract Agreement. The cost of such overtime is included in the Contract Sum.

ARTICLE 45. TAXES

The Contractor shall pay all current and applicable municipal, county, state, and federal taxes due on his work, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and the Federal and State Unemployment Tax Acts.

ARTICLE 46. TEMPORARY TOILET

The Contractor shall provide and maintain a sanitary, temporary toilet located where directed. The temporary toilet shall be enclosed and weatherproofed and kept in a sanitary condition at all times.

ARTICLE 47. LIGHT AND POWER

The General Contractor shall furnish all temporary light and power complete with all wiring, lamps, and similar equipment as required for the completion of the Work. The General Contractor shall pay for all current, for all temporary light and power for all trades. The General Contractor shall make all necessary arrangements with the local electric company for all temporary electric service and shall pay all expenses in connection therewith.

ARTICLE 48. WATER

The Contractor shall be required to pay the established water rates for water obtained from

the Owner. Large quantities of water for flushing sewers, filling mains, or other operations shall be drawn only at night, or at time specifically authorized by the Owner.

ARTICLE 49. SCHEDULE OF OPERATIONS

The Contractor shall submit a schedule of operations to the Owner and obtain approval of said schedule from the Owner prior to any construction operations. The construction operations shall be scheduled and sequences in a manner to provide no interruptions to operation of the existing facilities. The Contractor shall be required to keep the Owner informed of any changes in the schedule and shall allow ample time for the Owner to make any system alterations as required by the construction of the various components of the project.

ARTICLE 50. MAINTENANCE OF EXISTING SERVICE UTILITIES

The Contractor shall be responsible for interference with, or damage to, any existing service utilities and shall repair or replace said service utilities with the least possible delay at his own expense.

ARTICLE 51. FINAL TESTS

After completion of the work to be performed under this Contract, the Contractor shall make any and all test required by these Specifications, Municipal, or State regulations, and where so provided in said regulations, shall furnish the Owner with certificates of inspection by the Municipal or State regulatory bodies.

ARTICLE 52. WATCHMAN

The General Contractor may, at his discretion, employ a man or men for watching the work at all time outside of the regular working hours, and at such times during working hours when work is not in progress at the site, from the time excavation work is started until the entire work is complete. This watchman will in no way be a guarantee against theft or other damage.

ARTICLE 53. BIDDER'S QUALIFICATIONS

The Owner reserves the right to require from the Bidder, prior to the award of the Contract, a detailed statement regarding the business and technical organizations and plant of the Bidder that is available for the work that is contemplated. Information pertaining to financial resources, experience of personnel, and previously completed construction projects may also be requested. Any bidder may be required by the Owner to submit additional data to satisfy the Owner that such bidder is equipped and prepared to fulfill a contract should a contract be awarded to the Contractor. The competency and responsibility of bidders and of their proposed subcontractors will be considered in making awards. The Owner does not obligate itself to accept the lowest or any other proposal.

ARTICLE 54. INCREASED OR DECREASED QUANTITIES

Whenever the quantity of any item of work as given in the Proposal shall be increased or decreased, payment shall be made on the basis of the actual quantity completed at the unit price for such item named in the Proposal, or at a price agreed upon by the Owner and Contractor if a lump sum bid is used.

ARTICLE 55. PAYMENT FOR EXTRA WORK

Extra Work, which is work that does not appear in the Contract as specific items accompanied by unit prices, and is not included as incidental work to the prices bid for other items in the contract, shall be paid for on the basis of a lump sum price or at unit prices agreed upon by the Contractor and the Owner. Extra Work shall not be started until the Owner gives written authorization. The authorization shall state the items of work to be performed and the method of payment for each item. Work performed without such written authorization will not be paid for.

ARTICLE 56. COMPLETION AND EXCESS COST OF FIELD ENGINEERING

The attention of Contractors is directed to the following provisions covering payment of field engineering and inspection costs on this project. The proposal form and contract form on this contract includes a stated number of calendar days to be allowed from the date of the contract to the date of final completion and acceptance of all work covered in the contract. For each week day that the work remains uncompleted and unaccepted beyond the number of days allowed in the contract and for any work in any week in excess of 5-8 hour days, the cost of resident engineers and inspectors regularly assigned on the contract will be deducted from final amounts due the Contractor. The cost of such resident engineers and inspectors will be computed on the basis of three hundred dollars ($300.00) per day for each resident engineer, and/or inspector. Such amounts are to cover actual payroll cost plus all travel and overhead items. The cost of resident engineers and inspectors deducted from any monies due the Contractor is on account of the expenses due to the employment of engineer and their assistants and to other expenses after the expiration of completion time set forth by the Engineer.

ARTICLE 57. "ANTI-KICKBACK" STATEMENT

The Contractor shall be required to have completed an "Anti-Kickback" statement and/or other applicable Federal form in accordance with the Regulations of the Secretary of Labor for all Federal Aid Projects.

ARTICLE 58. SUBSTITUTIONS OF MATERIALS OR PROCESSES INCLUDING BASE AND ALTERNATE EQUIPMENT BIDS

Whenever in the Specifications or on the Drawings any material, equipment, device, or process is specified or indicated by patent or proprietary name, or by name of its manufacturer, such reference to a material, equipment, device, or process has been used to establish a type and quality of material, equipment, or article.

All bidders will submit their base bid on the use of the equipment indicated in the Specifications or on the Drawings. Bids for alternate or substitute equipment will be received as outlined in the bid proposal. Bids for substitute items shall be accompanied by two (2) sets of Drawings together with Specifications, a detailed list of equipment to be furnished, and a list of similar installations utilizing the proposed equipment or material. It will not be acceptable for equipment or material manufacturers intending to quote to Contractors on substitute or alternate items, to submit the above data to the Engineer prior to the bid opening instead of including it with the Bid.

No equipment or material of an experimental or un-proven nature will be approved for use on this project.

If the equipment manufacturer cannot guarantee the operation of any equipment in the structure detailed on the Drawings, he shall furnish an alternate housing or structure designed for review by the Engineer. The Contractor within the contract price will build such alternate structure and no additional compensation will be allowed the Contractor for any work or design necessitated by structure changes so required.

ARTICLE 59. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, the date of beginning and the time for completion as specified in the Contract for the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced and completed as agreed to by the Owner and the Contractor.

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate or progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail, or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner an amount equal to two hundred dollars ($200.00) per day for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided further that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

(a) To any preference, priority, or allocation order duly issued by the Government.

(b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and to any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article:

Provided further that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

ARTICLE 60. ENGINEER'S LIABILITY

The Engineer, Municipal Engineer/Director of Public Works will not be responsible for the Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and the Engineer will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

The Engineer, Municipal Engineer/Director of Public Works will not be responsible for the acts or omissions of the Contractor or any Subcontractors, or the agents or employees of any Contractor or Subcontractor, or of any other persons at the site or otherwise performing any of the work.

Neither the Engineer's, Municipal Engineer/Director of Public Works authority to act under this Article or elsewhere in the Contract Documents nor any decision made by the Engineer, Municipal Engineer/Director of Public Works in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer, Municipal Engineer/Director of Public Works to the Contractor, or any of the Contractor's agents or employees or any other person performing any of the work.

ARTICLE 61. "OR EQUAL" CLAUSE

Whenever a material, article, or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and any material, article, or equipment other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Engineer, Municipal Engineer/Director of Public Works of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's, Municipal Engineer/Director of Public Works written approval.

ARTICLE 62. CONTRACT TIME

The Contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the Proposal. Computation of Contract Time shall commence on the fourteenth day following the date of mailing, be it regular mail or faxing, of the Notice to Proceed and every calendar day following shall be counted as a working day.

ARTICLE 63. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY OWNER

The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the Owner, provided the Owner:

(a) Secures written consent of the Contractor except in the event, in the opinion of the Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements.

(b) Secure endorsement from the insurance carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction, or,

ARTICLE 64. OSHA

The rules and regulations promulgated under the Occupational Safety and Health Act (Latest Edition) shall govern this work.

ARTICLE 65. CONTRACT DOCUMENTS

The Contract will consist of the following Documents including Addenda incorporated in the Documents before their execution:

(a) Agreement
(b) Addenda to Contract Documents
(c) Proposal
(d) Instruction to Bidders

(e) Advertisement for Bids
(f) Detailed Specifications
(g) Special Conditions
(h) General Conditions
(i) Performance and Payment Bond
(j) Proposal Guaranty
(k) Change Orders

In the event of any conflict between the Agreement and any of the other Contract Documents, the provisions of the Agreement shall control. The order of precedence of the Other Contract Documents in the event of conflict shall be in the same order as listed above. A Contract Document first tested shall have precedence over a Contract Document following it, except as may be otherwise specifically stated.

In the event of conflict in or between the Specifications and Drawings, the Engineer, Municipal Engineer/Director of Public Works shall decide the intent of the Documents in accordance with Article 8 of the General Conditions.

The various provisions of Addenda shall be construed in the order of preference of the component part of the contract which each modifies.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include all labor, materials, equipment, transportation, construction plant, and facilities necessary for the proper execution and completion of the Work, and the terms and conditions of payment thereof. All work not specifically excluded in the Contract Documents, which is reasonably and properly inferable there from, or accepted trade practice, or necessary for the proper mentioned in or called for by the Contract Documents. It is not intended, however, that materials or work not covered by or proper inferable from any heading, branch, class, or trade of the Specifications shall be supplied unless distinctly so noted or shown on the Drawings. Materials or work described in words, which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

ARTICLE 66. EMPLOYMENT LAWS

The manufacturer shall comply with all applicable federal, state, and local laws regarding non-discrimination, fair and equal employment opportunity, and prevailing wage rates.

ARTICLE 67. LIENS

The final payment shall not be due until the Contractor has delivered to the Owner a complete release of all lien arising out of this contract, or receipts in full covering all labor and materials for which a lien could be filed and a bond satisfactory to the Owner indemnifying them against any lien.

ARTICLE 68. AVAILABILITY OF LANDS

The Owner shall furnish, as indicated in the Contract Documents, the lands upon which the work is to be performed, rights-of-ways for access thereto, and such other lands, which are designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the Owner.

ARTICLE 69. DELIVERY OF BONDS AND INSURANCE

When the Contractor delivers the executed Agreement to the Owner, the Contractor shall also deliver to the Owner all of the Bonds as required in Article 18.

Before the work is started at the site, the Contractor shall deliver to the Owner, with a copy to the Engineer, all certificates of insurance, which the Contractor is required to purchase and maintain in accordance with Article 12.

ARTICLE 70. PRIOR TO STARTING CONSTRUCTION

Before undertaking each part of the work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall promptly report in writing to the Engineer, Municipal Engineer/Director of Public Works any conflict, error, or discrepancy which the Contractor may discover; however, the Contractor shall not be liable to the Owner or the Engineer for failure to report any conflict, error, or discrepancy in the Drawings or the Specifications, unless the Contractor had actual knowledge thereof or should reasonably have known thereof.

Before the Contractor starts the work at the site, a conference will be held for review and acceptance of the schedules referred to in the Contract Documents, to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding about the parties as to the work.

ARTICLE 71. EXISTING UTILITIES

Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cable ways, signals, and other utility appurtenances which would permanently interfere with the proposed improvement will be removed at the expense of the Contractor except provided for in the special provisions or as noted on the Drawings.

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances shown or otherwise indicated on the Drawings in their present positions and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by them due to any interference from the said utility appurtenances or the operation of moving them by the contractor, or on account of any special construction methods required in prosecuting his work due to the existence of said appurtenances except as provided as follows:

Wherever obstructions are encountered during the process of the work and interfered

to such an extent that an alteration in the Drawing is required, the Engineer, Municipal Engineer/Director of Public Works shall have the authority to change the plans and order a deviation from the line and grade or arrange with the owners of the structures for the removal, relocation, or reconstruction of the obstructions. Where gas, water, telephone, electrical, hot water, steam, or other existing utilities are an impediment to the vertical or horizontal alignment of the proposed pipe line, the Engineer, Municipal Engineer/Director of Public Works shall order a change in grade or alignment or shall direct the Contractor to arrange with the owners of the utilities for their removal. If a major change in line or grade not shown on the Drawing is necessary, the cost of removal, modification, and/or replacement of existing structures or utilities shall be borne by the Owner.

ARTICLE 72. NOTIFICATION AND TIME LIMIT FOR REPAIRS

The Contractor shall be responsible for the proper and safe protection of this work at all times during construction and also during the one-year guarantee period after the acceptance of the completed work by the Owner.

The Contractor shall provide, erect, and maintain barricades, red flags, and torches and lights at all places where work is in progress, and wherever else required by the Owner's representative. The Contractor shall maintain an emergency phone number where he can be notified at any time, Sundays and holidays included, of an emergency conditions due to the work, which requires immediate repair or protection. Upon such notification by the Owner's representative, the Contractor shall be given a two-hour limit to provide whatever barricades, flags, torches, and lights are required to mark and protect the hazard. If the Contractor fails to provide this protection within the two-hour period from time of notification, the Owner will provide the necessary protection and deduct the sum of $100.00 for each occurrence from the monies due and payable to the Contractor for completed work.

Also upon notification by the Owner's representative, the Contractor shall be given a 24-hour time limit to begin to make any repairs to the work. If the Contractor fails to begin such repairs as are required within the 24-hour period from time of notification, the Owner will make the necessary repairs to the work and deduct the cost of labor and materials, including engineering costs, for each repair incident from the monies due and payable to the Contractor for completed work.

ARTICLE 73. COMPLIANCE WITH LAWS

The Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with the requirements of all governmental permits, licenses, or other approvals or authorizations that may be required in connection with providing, performing, and completing the Work and with all applicable laws, including without limitation, the Prevailing Wage Act, Ill. Rev. State. ch. 48, Section 29s-1, et seq. (in furtherance of which, a copy of Owner's "Ordinance Ascertaining the Prevailing Rate of Wages" in effect as of the date of this Contract is included in the Contract Documents; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be

paid, the revised rate shall apply to this Contract); any other prevailing wages laws; the Fair Labor Standards Act; any laws regarding qualification to do business; any laws requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, Ill Rev. Stat. ch. 48, Section 1801; any law prohibiting discrimination because of, or requiring affirmative action based on race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Illinois Human Rights Act, Ill. Rev. Stat. ch. 58, Sections 1-101 et seq. and the Discrimination in Public Contracts Acts, Ill. Rev. Stat. ch. 29, Section 17 et seq.; or the latest editions, any laws respecting the assumption of liability for taxes, contributions, and premiums for unemployment insurance, old age, or retirement benefits, pensions, annuities, or other similar benefits for Contractors' and Subcontractors' employees; and any laws regarding safety or the performance of the Work; including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall keep itself fully informed of all existing and future laws affecting this Contract; affecting those engaged or employed on the Work; affecting the equipment, materials, and supplies used in the Work; affecting the conduct of the Work; and affecting the rights, duties, powers, or obligations of the Owners or of Contractor; and shall also keep itself fully informed of all orders, decrees, and other requirements of bodies or tribunals having any jurisdiction or authority over any of the foregoing. Contractor shall display all permits, licenses, and other approvals and authorizations as required by law.

Each and every provision required by law to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though all such provisions were set out in full in this Contract. If, through mistake or otherwise, any such provision is not set out in this Contract, or is not correctly set out in this Contract, then upon the application of either the Owner or Contractor, this Contract shall forthwith be physically amended to correctly set out such provision.

ARTICLE 74. DAMAGE TO THE WORK, THE WORK SITE, AND OTHER PROPERTY

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the commencement date until final payment of the contract. Contractor shall be responsible and liable for any damages, losses, and injuries resulting from its operations. Contractor shall be fully responsible for the protection of all public and private property and all persons.

Contractor shall have no claim against the Owner or Engineer because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatever, including damage or loss due to simultaneous work by others.

Contractor shall, promptly and without charge to the Owner or Engineer, repair or replace, to the satisfaction of the Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the work site or other property as a result of the Work.

No specific provision of this Contract to the effect that Contractor shall be responsible and liable at its sole risk and cost for the Work or any part thereof or for damage, loss, or injury

caused by Contractor shall be construed to be an exclusive listing of the circumstances in which Contractor bears such responsibility and liability, but, rather, all such provisions shall be construed to be exemplary only.

Notwithstanding any other provision of this Contract, Contractor's obligations under this Article shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of the Owner, Engineer or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Article.

Labor Standards

A. APPLICABILITY

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

(1) MINIMUM WAGES

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at

rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.
Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 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 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 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) 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.

(ii) Additional Classifications.

(A) 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 therefor 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;

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

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

(B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed 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 ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 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 ("OMB") under OMB control number 1235-0023.)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or 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, including the views of all interested parties and the recommendation of HUD or its 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 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(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.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) WITHOLDING.

HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, 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 Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) PAYROLLS AND BASIC RECORDS.

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) 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 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at **https://www.dol.gov/agencies/whd/forms** or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to 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 contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

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

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and

(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 subparagraph (a)(3)(ii)(b).

(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 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. 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 5.12.

(4) APPRENTICES AND TRAINEES.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

(6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

(8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. 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.

(10) **Certification of Eligibility.**

(i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802.

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

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements.

No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, in the sum of **$27** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

(3) 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 U.S. 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 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 B(2) of this paragraph.

(4) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(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 B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

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

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Illinois Prevailing Wage Act

In addition to adhering to the above federal guidelines, contractors must also adhere to the Illinois Prevailing Wage Act (820 ILCS 130/.01-12). The Illinois Prevailing Wage Act (IPWA) identifies minimum wages for laborers, workers and mechanics who perform work on public works projects.

The IPWA requires that identified Illinois prevailing wages must be honored throughout the course of a project, even if that minimum wage changes during the course of a project schedule. To that end, eligible wages must be the higher of either the determined Davis-Bacon wages or Illinois prevailing wages throughout the course of a project, as described in the respective acts.

Special Equal Opportunity Provisions

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended (Applicable to federally assisted construction contracts and related subcontracts $10,000 and under)

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

(1) The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

(2) The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) Contractors shall incorporate the foregoing requirements in all subcontracts.

B. Executive Order 11245 - Section 202 Equal Opportunity Clause

(Contracts/subcontracts $10,000 and above)

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

(1) The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided 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 without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to any applicable books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

(6) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of the sentence immediately preceding Paragraph (1) and the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department of Labor may direct as a means of enforcing such provisions, including sanctions or non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Labor, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

C. Section 503 of the Rehabilitation Act of 1973 Affirmative Action for Handicapped Workers

(for contracts over $2,500)

(1) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or

termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(3) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(5) The contractor will notify each labor or union representative of workers with which the contractor has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(6) The contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

D. Section 402 Veterans of the Vietnam Era – Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

(if $10,000 and above)

(1) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the state employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

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

(3) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment

openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in executive orders or regulations regarding nondiscrimination in employment.

(4) The reports required in Paragraph (2) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a state, with the central office of that state employment service. Such reports shall indicate for each hiring location: (1) the number of individuals hired during the reporting period; (2) the number of non-disabled veterans of the Vietnam era hired; (3) the number of disabled veterans of the Vietnam era hired; and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.

(5) Whenever the contractor becomes contractually bound to the listing provisions of this clause, the contractor shall advise the employment service system in each state where it has establishments of the name and location of each hiring location in the state. As long as the contractor is contractually bound to these provisions and has so advised the state system, there is no need to advise the state system of subsequent contracts. The contractor may advise the state system when it is no longer bound by this contract clause.

(6) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(7) The provisions of Paragraphs (2), (3), (4), and (5) of this clause do not apply to openings which the contractor proposes to fill from within his or her own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization or employer-union arrangement for that opening.

(8) As used in this clause:

(a) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and non-production; plant and office, laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative, and professional openings are compensated on a salary basis of less than $25,000 per year. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his or her own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the government.

(b) "Appropriate office of the state employment service system" means the local office of the federal-state national system of public employment offices with assigned responsibility for serving the area where the employment opening to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(c) "Openings which the contractor proposes to fill from within his or her own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.

(d) "Openings which the contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(e) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(f) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the employment qualified disabled veterans and veterans of the Vietnam era for employment and the rights of applicants and employees.

(h) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

(i) The contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act so that provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provision, including action for noncompliance.

E. Section 109 of the Housing and Community Development Act of 1974

(1) No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

F. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

(1) The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, U.S.C. 170lu. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

(2) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no

contractual or other disability which would prevent them from complying with these requirements.

(3) The contractor will send to each labor organization or representative or workers which he or she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization of workers' representative of his or her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(4) The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(5) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

(6) All Section 3 covered contracts shall include the following clause (referred to as the “Section 3 Clause”):

a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170IU (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

c) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75.

d) Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of §75.19.

e) Noncompliance with HUD’s regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. Women- and Minority-Owned Businesses (WBE/MBE)

(1) Contractor will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

Bonding Requirements

For contracts over $150,000, the minimum bond requirements shall be as follows (unless otherwise waived):

1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Certification of Compliance with Air & Water Acts

(Applicable to federally assisted construction contracts and related subcontracts exceeding $100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all non-exempt contractors and subcontractors shall furnish to the owner, the following:

1) A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8), Section 308 of the Federal Water Pollution Control Act, as amended, information, as well as all other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3) A stipulation that, as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized, for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4) Agreement by the contractor that criteria and requirements in Paragraphs (1) through (4) of this section will be included in every nonexempt subcontract. The contractor will take any action needed as required by the U.S. Federal Government to enforce such provisions.

SECTION 100

SPECIAL CONDITIONS

100.01 Scope of Work

The work is entitled "2026 Zion Sidewalk Project Phase Two", City of Zion, Lake County, Illinois. The work shall include furnishing all labor, materials, equipment, tools, and services necessary to excavate and install the materials needed to complete the project as directed by the owner.

The Contractor shall examine the conditions of the site and must assume the risk of encountering, quicksand, hardpan, boulders, clay, rubbish, and underground conduits. No claim for any amount of money will be considered or allowed because of the character of the ground in which the excavation is made and/or when special foundation material is required.

100.02 Compliance with Standard and Industry Specifications

Any material, operation, or installation procedure specified by reference to a published specification or standards of any organization or association indicated in these specifications shall comply with the requirements of the specifications or standards, which is current on the date of the advertisement for bids.

The Contractor shall construct the project in conformance with the following standards except as modified herein:

1. Standard Specifications for Water and Sewer Main Construction in Illinois, Current Edition (SSWSCI).

2. Materials and Construction of Roadway Improvements and Restoration - "Standard Specifications for Road and Bridge Construction" and Supplemental Specifications and Recurring Special Provisions, as published by the Illinois Department of Transportation, latest edition hereinafter referred to as the State Specifications.

3. Erosion Control - "Standard Specifications for Soil Erosion and Sediment Control" as published by the Illinois Environmental Protection Agency, latest edition.

4. City of Zion Engineering Standards and Specifications.

In case of a conflict with any part of the Industry Specifications cited above and these Specifications/Contract Documents, the Contract Documents shall take precedence and govern. The Contractor shall confine his construction operations to the areas designated as public right-of-ways, public lands unless otherwise authorized in writing.

100.03 General Construction Observance

A. **Traffic Control**

The Contractor shall carefully coordinate road and alley closures with the City, the Municipal Engineer/Director of Public Works, or his designated representative. No complete closure of a street shall be made until the Municipal Engineer/Director of Public Works, or his designated representative have been notified and approval has been given for the Contractor's Traffic Control Plan.

Temporary traffic control devices shall be employed when necessary and shall meet the requirements of the "Standard Specifications for Road and Bridge Construction", latest edition, published by the Illinois Department of Transportation.

B. **Local Roads**

The Contractor shall comply with all local ordinances regarding weight limitations and street cleaning during construction operations. A specified truck route shall be provided to the Contractor designating streets to be used for ingress and egress to and from the site. Any damage to the local roads caused by the Contractor shall be repaired or replaced to at least equivalent to that which existed prior to the damage at the Contractor's expense.

100.04 Existing Facilities

The Contractor shall provide protection of existing facilities from damage of any kind during the course of construction operations. Any damage of any kind during the course of construction which is not scheduled for removal or replacement, if caused by the Contractor's operations under this contract, shall be repaired or replaced at the Contractor's expense.

All existing sidewalks, driveways, entrances, ditches, culverts, lawns, active utilities, signs, fences, field tiles, sheds, and other miscellaneous property which is removed to allow construction, or damaged by construction, shall be restored to condition at least equivalent to that which existed prior to starting the work unless additional arrangement are made satisfactory to the owner of the property. No additional compensation will be allowed for these items beyond what is provided for in the bid tabulation.

100.05 Storage of Materials

The Contractor shall be responsible for all materials furnished by them and their material suppliers and shall replace at their expense all such materials that are found to be defective in manufacture or that are damaged in handling. The Contractor shall be responsible for the safe storage of piping materials furnished by or to them, accepted by them, and intended for the work, until it has been incorporated in the complete project.

100.06 Contractor's Responsibility

The Contractor shall be held strictly responsible that all parts of the work shall be acceptable to

the Owner. The Contractor at his expense will replace any defects that develop in the work within one (1) year from the date of final acceptance of the work. To this end, the Contractor is advised to purchase material under a guarantee from the Manufacturer, guaranteeing proper service of material under conditions established by the drawings, specifications and local conditions at the site of work.

The Contractor shall assume all responsibility for relaying or repairing all pipe, cables, or other obstructions of an improvement nature, damaged during construction, at no cost to the Owner. All electrical, television cable, telephone, gas, water, etc. that are damaged during the construction shall be repaired to the satisfaction of the affected utility company at the Contractor's expense.

100.07 Existing Sump Pump Discharges/Storm Lines

Existing sump pump discharges, field tiles, storm line, etc. encountered during construction that are connected to the storm sewers that are encountered shall be protected, or if damaged due to construction requirement, replaced in a like manner that existed prior to construction. The Contractor shall not be allowed to disconnect any active drain lines or obstruct the discharge from any active drain lines. Reconnection, extension, or replacement of existing drain lines shall be incidental to construction.

100.08 Mailboxes

There may be several U.S. Postal Service mailboxes, which will require removal, temporary placement for continued operation, and resetting to their original locations. Prior to moving any mailboxes, the Contractor must first check with the local Post Office to determine any and all conditions required for moving said mailboxes. Resetting of the mailboxes shall take place as soon as possible after completion of the Sanitary Sewer main and restoration work, and be set in a manner so approved by the Post Office and Municipal Engineer/Director of Public Works. The Contractor shall perform this work as incidental to the contract.

100.09 Work Around Existing Utilities

The Contractor will be responsible for protecting existing utilities when working around or adjacent to them. The Contractor shall contact the appropriate Utility Company if a main or service is damaged. If an existing sewer or water service or main is damaged, the Contractor shall make the repairs, using appropriate materials, sleeves, etc. Cost of repairs to sewer and water services or mains damaged by construction shall be incidental to construction.

SECTION 200

TRAFFIC CONTROL

200.01 Work Zone Traffic Control

Traffic Control shall be in accordance with the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, any special details and the highway standards.

This work shall be in accordance with section 701 of the Standard Specifications for Road and Bridge Construction, latest edition, and the Supplemental Specifications and Recurring Special Provisions, latest edition.

This work shall consist of furnishing, installation, maintenance, relocation and removal of all traffic devices used for the purpose of regulating, warning, or directing traffic during the construction or maintenance of this improvement. The contractor shall ensure that all applicable traffic control devices installed are operational 24 hours a day, including Sunday and Holidays.

Work shall not begin until the Municipal Engineer/Director of Public Works, or their designated representative has determined the traffic control meet the quality requirements.

At the pre-construction meeting, the contractor shall furnish the name and phone number of the individual in the contractor's direct employ who is responsible for the installation and maintenance of the traffic control for the project. The contractor shall be required to respond to any call from the City concerning any request for improving or correcting traffic control devices and begin making the requested corrections within two (2) hours from the time of notification. The City will provide the contractor the name and phone number of its representative who will be responsible for the administration of the traffic control.

The governing factor in the execution and staging of the work for this project is to provide the motoring public with the safest possible travel conditions along the roadway through this construction zone. The contractor shall so arrange their operations as to keep the closing of any lane of the roadway to a minimum.

This item shall be considered incidental to the cost of construction.

SECTION 300

SITE WORK

300.01 Protection of Trees

Every effort shall be made by the Contractor when working near trees and shrubs to preserve same from harm. No trees or shrubs shall be removed unless so indicated on the Plans or as authorized in the field by the Engineer or his designated representative. The Contractor shall be responsible for damage to or loss of any tree or shrub not specifically designated to be removed.

Wherever trees that are not permitted to be removed interfere with normal excavation procedures, the following shall govern. No machine excavation shall be made within a distance of three trunk diameters or 12 inches (whichever is greater) of any tree, and no roots over 2 inches in diameter shall be cut unless, in the opinion of the Engineer or his designated representative, it is impossible to complete the work without cutting. Excavation closer than three trunk diameter or 12 inches (whichever is greater) from any tree shall be made by hand, and the tree shall be tunneled where necessary as determined by the Engineer.

Damage to tree limbs shall be held to a minimum. Shrubs and tree limbs shall be tied back by the Contractor, wherever necessary to prevent their loss or damage. Wherever damage by construction equipment to limbs and branches are unavoidable, they shall be pruned by the Contractor, before starting work and sealed in accordance with best forestry practice.

Wherever necessary, the Contractor shall provide plank wrappers wired in place to protect tree trunks from being damaged by trench machinery, tractors, or trucks. Protective planking shall be removed as soon as practical after the work in the vicinity has been completed. In removing spoil banks from around trees, hand work will be required as necessary to prevent damage to the trunks by construction machinery.

Small trees (less than 4 inches in diameter) and shrubs that are removed or severely damaged during construction shall be replaced in kind and size by the Contractor. Trees larger than 1 inch in diameter shall be furnished balled and burlapped. The Contractor shall have the option of removing and replanting existing small trees and shrubs in the construction zone in lieu of replacement from new stock. All plantings shall be thoroughly watered at the time of planting and thereafter as required. All trees and shrubs planted or replanted by the Contractor that do not survive in good condition for a period of 18 months after the time of planting shall be removed and replaced by the Contractor.

Damages at the rate of one hundred dollars ($100.00) per inch of trunk diameter shall be charged against the Contractor for unauthorized removal or destruction of any tree 4 inches in diameter or larger. No penalty will apply for removal of trees where removal is indicated on the Plans or authorized by the Engineer or his designated representative.

No pruning of tree limbs or branches will be allowed without the written permission from the

Owner. If pruning is necessary and approved an approved licensed landscape contractor will do it, if the Owner deems it is necessary. The Contractor shall contact the Owner at least 24 hours prior to his need to prune. The Contractor shall have available for use a small type backhoe (wheel tractor, 4-wheel combination loader front backhoe) for excavation around trees and utilities. The Contractor shall use the smaller equipment in tight areas of construction if so directed by the Engineer or his designated representative.

300.02 Protection of Existing Facilities

Where service lines, utilities, walks, existing structures, or other existing facilities are endangered by excavations, the Contractor shall provide and erect all timber work, shoring, bracing and ties, sheet piling, and all similar work necessary to retain banks of excavation, prevent cave-in of adjacent ground, and support and prevent displacement of underground utilities and structures.

300.03 Surface Restoration

A. Rough Grading

The entire length of the sewer and water mains shall be compacted as previously specified. After the ditch has ceased to settle, all portions of the ditch lying on maintained parkways shall be rough graded reasonably smooth and free of irregular surface changes. The degree of finish shall be that ordinarily obtainable from either blade grader or scraper operations, except as otherwise specified. All ditches, swales, and gutters shall be finished to drain readily.

B. Landscape Materials

1. Topsoil Placement

Placement of topsoil shall comply with the provisions of the State Specifications, except as provided herein. After the Engineer or his designated representative has approved rough grading, topsoil shall be uniformly spread over all areas to be seeded at a minimum depth of 3 inches. The Contractor shall be required to roll areas prior to seeding. The topsoil shall be graded flush with walk surfaces, curbs, and paving and shall be sloped accurately and smoothly in accordance with contours indicated on the Plans.

2. Seeding and Mulching

Seeding shall conform to the State Specifications for Class I Seeding, except as modified herein. Seeding shall be done during the seasons, which are normal for such work as determined by weather conditions. Seed shall be fresh, clean, new crop seed and shall be free of all weeds, seeds classed as primary noxious weed seeds in existing Illinois seed law.

All plant areas shall be seeded with a mixture by weight of 75% Kentucky Blue Grass and 25% Redtop or Creeping Red Fescue. The mixture shall be evenly applied at the rate specified for Class I Seeding Mixture in said Specifications.

Area to be seeded shall be fertilized with a 10-6-4 mixture applied at the rate of 20 pounds per 1000 square feet at the time of seeding. All slopes steeper than 3 horizontal to 1 vertical shall be straw mulched in accordance with the State Standards.

Mulching shall be required in seeded area within 24 hours from time of seeding. Mulching shall be in accordance with the State Specifications. Use of straw mulch on all seeded areas unless otherwise approved or specified. Upon approval of the Engineer, fragmented mulch may be substituted for straw mulch.

Unless otherwise specified, use jute mat mulch on sides, bottoms, and areas within 10 feet of ditches and swales.

This item shall be paid for at the contract unit price per SQUARE YARD.

300.04 Protection of Work

Surplus excavated material not needed for backfill shall be promptly removed from the site to locations provided by the Contractor. The cost of removal and disposal of all unsuitable excavated material including pavement and surplus material shall be incidental to the contract price. The waste excavated material shall not be deposited on public or private property unless the Contractor first obtains the written permission from the property owner or the authorized representative of the appropriate public agency.

300.05 Cleanup

At the time of final inspection of work, but before acceptance, the Contractor will clean by sweeping and/or washing all paved areas affected by construction leaving them in a clean condition free of defacement or strains. All debris, rubbish, excess materials, tools, and equipment will be removed from the landscaped area.

300.06 Guaranty

In addition to the guarantees specified in the General Conditions, the Contractor shall provide a guaranty from the planting contractor and countersigned by the general contractor that the work shall be true to name and size and in a vigorous growing condition. All shrubs and trees shall be guaranteed for one growing cycle including one summer and one winter season, where applicable.

The Contractor shall guarantee the City of Zion that the seeding completed on this project will germinate and produce a full crop of grass in all excavated or disturbed areas in areas directed

by the Director of Public Works. If said seeding does not take on whole or on part of this project, then the Contractor shall re-seed those areas as determined by the Director of Public Works. The cost of Seeding Guarantee shall be considered incidental to the cost of construction and no other payment shall be made.

All necessary replacements of plants shall be made at the first succeeding planting season. Any work damaged during the replacement operations shall be restored and all paved and sidewalk areas cleaned.

Certificate of Payroll

Please see the attached forms for Davis-Bacon Certified Payroll. For further information on following current standards and practices for Davis-Bacon, please see their guides at the following website:

https://files.hudexchange.info/resources/documents/Davis-Bacon-and-Labor-Standards-Agency-and-Contractor-Guide.pdf

U.S. Department of Labor
Wage and Hour Division

Davis-Bacon and Related Acts Weekly Certified Payroll Form

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Unless otherwise noted, the information requested is specific to the named project below.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. January 2025
OMB No.: 1235-0008
Expires: 01/31/2028

☐ SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM ☐ PRIME CONTRACTOR ☐ SUBCONTRACTOR

PROJECT NAME	PROJECT NO. or CONTRACT NO.	CERTIFIED PAYROLL NO.	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME
PROJECT LOCATION	**WAGE DETERMINATION NO.**	**WEEK ENDING DATE**	**PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS**

(1A) WORKER ENTRY NO.	(1B) WORKER LAST NAME	(1C) WORKER FIRST NAME	(1D) WORKER MIDDLE INITIAL	(1E) WORKER IDENTIFYING NO.	(2) (J) JOURNEYWORKER (RA) REGISTERD APPRENTICE	(3) LABOR CLASSIFICATION	(4) ST = STRAIGHT TIME OT = OVERTIME	(4) (TOP) DAYS OF WORK WEEK (BOTTOM) DATES — HOURS WORKED EACH DAY	(5) TOTAL HOURS WORKED FOR WEEK	(6A) HOURLY WAGE RATE PAID FOR ST AND OT	(6B) TOTAL FRINGE BENEFIT CREDIT	(6C) PAYMENT IN LIEU OF FRINGE BENEFITS	(7A) GROSS AMT EARNED	(7B) GROSS AMT EARNED FOR **ALL WORK**	(8) DEDUCTIONS FOR **ALL WORK**: TAX WITH-HOLDINGS	FICA	OTHER (MUST SPECIFY, SEE INSTRUCTIONS)	TOTAL DEDUCTIONS	(9) NET PAY TO WORKER FOR **ALL WORK**
							ST												
							OT												
							ST												
							OT												
							ST												
							OT												
							ST												
							OT												
							ST												
							OT												
							ST												
							OT												
							ST												
							OT												
							ST												
							OT												

While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

PROJECT NAME	PROJECT NO. or CONTRACT NO.	PAYROLL NO.	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME

PROJECT LOCATION	WEEK ENDING DATE	CERTIFYING OFFICIAL's NAME AND TITLE

I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:

☐ The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.

☐ All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.

☐ The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.

☐ Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.

APPRENTICESHIP PROGRAM NAME	REGISTERED		NAME OF LABOR CLASSIFICATION
	☐ OA	☐ SAA	
	☐ OA	☐ SAA	
	☐ OA	☐ SAA	

☐ Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.

HOURLY CREDIT FOR FRINGE BENEFITS

If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.

NAME OF WORKER	FB NAME / FB TYPE / PLAN NO.	☐ Funded	☐ Unfunded	FB NAME / FB TYPE / PLAN NO.	☐ Funded	☐ Unfunded	FB NAME / FB TYPE / PLAN NO.	☐ Funded	☐ Unfunded	FB NAME / FB TYPE / PLAN NO.	☐ Funded	☐ Unfunded	FB NAME / FB TYPE / PLAN NO.	☐ Funded	☐ Unfunded	TOTAL HOURLY CREDIT
		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$	$
		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$	$
		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$	$
		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$	$
		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$	$
		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$	$
		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$	$
		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hrly Credit	$	$

☐ All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.

ADDITIONAL REMARKS

SIGNATURE OF CERTIFYING OFFICIAL	DATE	TELEPHONE NUMBER	EMAIL ADDRESS
		(___) ___-____	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.