

**SPECIFICATIONS**  
**FOR**  
**WEST SIDE UTILITY SYSTEM IMPROVEMENTS**  
**CONTRACT A**

CITY OF GALENA  
101 GREEN STREET  
GALENA, IL 61036

**JULY 2021**

**NOTE: Contractors will be required to be prequalified with Illinois Department of Transportation (IDOT) because part of the proposed work is within State of Illinois right-of-way.**

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**PAGE FOR ADDENDA**

**PAGE FOR ADDENDA**

DOCUMENTATION REQUIRED IN PLANS AND SPECIFICATIONS **Page 4 of 70**  
FOR PROJECTS TO BE CONSTRUCTED UNDER THE  
PUBLIC WATER SUPPLY LOAN PROGRAM  
THE CITY OF GALENA, JO DAVIESS COUNTY  
WEST SIDE WATER IMPROVEMENTS PROJECT  
L17-5811

**Important! Due to the high unemployment rate caused by the ongoing COVID-19 pandemic, the Employment of Illinois Workers on Public Works Act became effective on July 1, 2020. This Act requires the workforce on all public works projects to be comprised of a minimum of 90% Illinois residents. This applies to workers and does not exclude out of state companies from bidding on projects. Further information about this requirement is on page 66 of this document.**

Rev. January 2002  
Rev. March 2003  
Rev. May 2003  
Rev. April 2006  
Rev. April 2007  
Rev. April 2009  
Rev. June 2010  
Rev. February 2013  
Rev. February 2014  
Rev. December 2014  
Rev. February 2016  
Rev. May 2016  
Rev. March 2017  
Rev. December 2017  
Rev. September 2018 (AIS)  
Rev. November 2019  
Rev. November 2020 (IL Workers Act)  
Rev. March 17, 2021 (Apprenticeship)

IL532-2564  
WPC 688

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## ADVERTISEMENT FOR BIDS

CITY OF  
Owner  
101 GREEN  
Address  
GALENA IL

Separate sealed BIDS for the construction of (briefly describe nature, scope, and major elements of the work):  
CONSTRUCTION OF 3,600 FEET PVC WATERMAIN, 26 PRESSURE REDUCTION STATIONS/VALVES,

DEMOLITION OF PUMP & PRESSURE REDUCTION STATIONS & ALL ASSOCIATED WORK

will be received by: CITY OF

at the office of: CITY T

until: 10:00 AM, (Standard Time-Daylight Savings Time) August 26, 20 21, and then at said office publicly opened and read aloud.

“Any contract or contracts awarded under this invitation for bids are expected to be funded in part by a loan from the Illinois Environmental Protection Agency (Illinois EPA). Neither the State of Illinois nor any of its departments, agencies, or employees is or will be a party to this invitation for bids or any resulting contract. The procurement will be subject to regulations contained in the Procedures for Issuing Loans from the Public Water Supply Loan Program (35IAC Part 662), the Davis-Bacon Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor, the Employment of Illinois Workers on Public Works Act (30 ILCS 570), Illinois Works Jobs Program Act Apprenticeship Initiative, and the “Use of American Iron and Steel” requirements as contained in Section 436 of H.R. 3547, The Consolidated Appropriations Act, 2014. This procurement is also subject to the loan recipient’s policy regarding the increased use of disadvantaged business enterprises. The loan recipient’s policy requires all bidders to undertake specified affirmative efforts at least sixteen (16) days prior to bid opening. The policy is contained in the specifications. Bidders are also required to comply with the President’s Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in 41 CFR 60-4.”

The CONTRACT DOCUMENTS may be examined at the following locations: \_\_\_\_\_

CITY HALL & WWW.CITYOFGALENA.ORG UNDER DEPARTMENTS/ENGINEERING/BID DOCUMENTS

Copies of the CONTRACT DOCUMENTS may be obtained at the Office of: CITY OF

located at: 101 GREEN ST, GALENA IL 61036 upon payment of \$ 0.0 for each set.

Any BIDDER, upon returning the CONTRACT DOCUMENTS promptly and in good condition, will be refunded his or her payment, and any non-bidder upon so returning the CONTRACT DOCUMENTS will be refunded the amount of \$ \_\_\_\_\_.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

### INFORMATION FOR BIDDERS

BIDS will be received by CITY OF GALENA

(herein called the "OWNER"), at 101 GREEN STREET, GALENA IL 61036

until August 26, 20 21, and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to CITY ENGINEER at CITY HALL. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **WEST SIDE WATER SYSTEM IMPROVEMENTS-CONTRACT A** and the envelope should bear on the outside the name of the BIDDER, his/her address, his/her license number if applicable and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at CITY HALL, 101 GREEN ST, GALENA IL 61036. A non-mandatory Pre-Bid Meeting will be held at City Hall at 10:00AM on Thursday, August 5, 2021.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

Any BID may be modified or withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within \_\_\_ days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him or her from fulfilling any of the conditions of the contract.

A BID bond payable to the OWNER must accompany each BID for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

Any contract entered into by the loan recipient and any sub-agreement hereunder, shall provide that representatives of the Agency will have access to the work whenever it is in preparation or progress and that the contractor or subcontractor will provide proper facilities for such access and inspection. Such contract or sub-agreement must also provide that the Agency or any authorized representative shall have



access to any books, documents, papers, and records of the contractor or subcontractor, which are pertinent to the project for the purpose of making audit, examination, excerpts, and transcriptions thereof.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The necessary Agreement and BOND forms shall accompany the NOTICE OF AWARD. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his or her or her option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his or her signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The OWNER shall issue the NOTICE TO PROCEED within ten (10) days of the execution of the Agreement. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR might terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he or she deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the low, responsive, responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout including the Employment of Illinois Workers on Public Works Act (30 ILCS 570) and the Davis-Bacon Wage Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor.

BIDDERS will comply with Sec. 436 of H.R. 3547, "The Consolidated Appropriations Act, 2014", which specifies that all iron and steel products used in the project are produced in the United States.

BIDDER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

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

Inspection trips for prospective BIDDERS will leave from the office of the \_\_\_\_\_ at \_\_\_\_\_

The ENGINEER is \_\_\_\_\_ His/her address is \_\_\_\_\_

**BID FORM OR PROPOSAL**

Proposal of \_\_\_\_\_ (hereinafter called "BIDDER"), organized and existing under the laws of the State of \_\_\_\_\_ doing business as \_\_\_\_\_\*  
to the \_\_\_\_\_ (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of \_\_\_\_\_

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within \_\_\_\_\_ consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$\_\_\_\_\_ for each consecutive calendar day thereafter.

BIDDER certifies that all iron and steel products used in the project for the construction, alteration, maintenance, or repair of a public water system are produced in the United States in compliance with Section 436. (a) – (f) of H. R. 3547, "The Consolidated Appropriation Act, 2014".

\* **Insert "a corporation", "a partnership", or "an individual" as applicable.**

(I) By submission of the bid, each bidder certifies, and in the case of a joint bid each party to the joint bid certifies, as to his or her own organization, that in connection with the bid:

- (i) The prices in the bid have been arrived at independently, without consultation, communication, or agreement with any other bidder or with any competitor, for the purpose of restricting competition, as to any matter relating to the prices;
- (ii) Unless otherwise required by law, the prices quoted in the bid have not knowingly been directly or indirectly disclosed to any other bidder or to any competitor prior to opening; and
- (iii) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or withhold a bid for the purpose of restricting competition;

(II) Each person signing the bid shall certify that:

- (i) He or she is the person in the bidder's organization responsible for the decision as to the prices being bid and that he or she has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above; or
- (ii) He or she is not the person in the bidder's organization responsible for the decision as to the prices being bid, but that he or she has been authorized to act as agent certifying that the persons determining the prices have not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above, and as their bidder's agent shall so certify. He or she shall also certify that he or she has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above.

BIDDER acknowledges receipt of the following ADDENDUM (Where applicable): \_\_\_\_\_

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

BIDDER certifies that wages paid in connection with the PROJECT shall be paid at prevailing rates not less than those prevailing under the Davis-Bacon Wage Act. Bidder further certifies that the provisions contained in the following clauses will be exercised in the performance of any contract resulting from this BID and are made a part of the CONTRACT DOCUMENTS thereto by their inclusion in the BID as follows:

(1) *Minimum wages.*

- (i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, <http://beta.sam.gov/>
- (ii) (A) The sub-recipient, on behalf of USEPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The USEPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub-recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sub-recipient to IEPA. IEPA shall forward the report to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington,

DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
  - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.
- (2) *Withholding.* The sub-recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the sub-recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) *Payrolls and basic records.*
- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages

- paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the sub-recipient. Such documentation shall be available upon request of IEPA or USEPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Website, [<https://www.dol.gov/whd/forms/index.htm>]. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the sub-recipient, for transmission to the IEPA, USEPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub-recipient.
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of IEPA, USEPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency 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 apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid no less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (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 form certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the USEPA may by appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) *Compliance with Davis Bacon and Related Act requirements.* All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any

of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

*(10) Certification of eligibility.*

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements in prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

**Contract Provision for Contracts in Excess of \$100,000** - clauses (1) through (4) shall be inserted in full in any contract in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act.

**Contract Work Hours and Safety Standards Act**

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanics receives compensation at a rate not less than one and on-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanics, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The sub-recipient, shall upon its own action or upon written request of the USEPA award official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the



subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

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

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

**\*\*\*\*\*Insert applicable current Davis-Bacon Wage Rates Here\*\*\*\*\***

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or indicated sums:

**CITY OF GALENA, ILLINOIS  
WEST SIDE WATER SYSTEM IMPROVEMENTS 2021  
CONTRACT A WATER DISTRIBUTION IMPROVEMENTS  
BID SCHEDULE**

NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Mobilization & Miscellaneous	1 LS		
2	Traffic Control	1 LS		
3	Pavement Markings	1 LS		
4	Guardrail	40 LF		
5	Inlet Protection: Install, Maintain & Removal	6 EA		
6	Clearing & Grubbing	1 LS		
7	Exploratory Excavation	20 HRS		
8	SWPPP Management	1 LS		
9	Concrete Washout	1 EA		
10	Construction Entrance	225 SY		
11	Topsoil: Strip, Stockpile & Reinstall	1,000 CY		
12	Seed, Mulch & Fertilize	1.84 AC		
13	10" PVC Water Main, DR 18, Trenched	2,570 LF		
14	8" PVC Water Main, DR 18	95 LF		
15	6" PVC Water Main, DR 18	200 LF		
16	4" PVC Water Main, DR 18	15 LF		
17	10" DIP CL52 Water Main	470 LF		
18	8" DIP CL53 Water Main	25 LF		
19	6" DIP CL53 Water Main	70 LF		
20	4" DIP CL53 Water Main	10 LF		
21	6" DIP Hydrant Lead	40 LF		
22	18" PVC DR 25 Casing, Trenched	55 LF		
23	18" PVC DR 25 Casing, Trenchless	30 LF		
24	4" MJ Valve	2 EA		
25	6" MJ Valve	19 EA		
26	8" MJ Valve	6 EA		
27	10" MJ Valve	6 EA		
28	Fire Hydrant, Complete	3 EA		
29	4" MJ Restraint	10 EA		
30	6" MJ Restraint	85 EA		
31	6" Push-On Joint Restraint	2 EA		
32	8" MJ Restraint	20 EA		
33	10" MJ Restraint	95 EA		
34	10" Push-On Joint Restraint	10 EA		
35	Compact DI Fittings, Water Main	6,000 LBS		
36	Connection to Existing Water Main	28 EA		
37	Select Trench Backfill, Water Main	660 LF		
38	Rock Excavation, Inc. Backfill	210 CY		
39	PCC Pavement Patch (Class A)	70 SY		
40	HMA Pavement Patch	150 TON		
41	PCC Curb & Gutter	210 LF		
42	PCC Sidewalk	75 SY		
43	Stone Base	490 TON		
44	Granular Surfacing	450 TON		
45	PCC Collar Around Water Valve Boxes	20 EA		
46	PRV Station (7 Ft Dia.)	1 EA		
47	PRV Station with 4" PRV (6 Ft Dia.)	1 EA		
48	PRV Station with 6" PRV (6 Ft Dia.)	4 EA		
49	PRV Station with 8" PRV (6 Ft Dia.)	1 EA		
50	CV Station	1 EA		
51	Individual Property PRV (1" and Smaller Service)	19 EA		
52	Demolition of Industrial Park Pump Station	1 LS		
53	Demolition of Existing Gear Street PRV	1 LS		
54	Demolition of Existing Ext. Clay Street PRV	1 LS		
55	Demolition of Existing Franklin Street PRV	1 LS		
56	8" PVC Sanitary Sewer, DR 25	50 LF		
57	Select Trench Backfill, Sanitary Sewer	50 LF		
<b>TOTAL OF BID</b>				

This bid schedule accompanies the bid proposal of \_\_\_\_\_

**MAJOR ITEMS OF EQUIPMENT**

It is hereby expressly agreed that the Contractor shall furnish and install in full compliance with the Plans and Contract Documents, the major items of equipment, as manufactured or supplied by the following listed manufacturers or suppliers:

<b>No.</b>	<b>Description</b>	<b>Manufacturer or Supplier</b>
1.	NA	NA
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

**BID BOND**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
 \_\_\_\_\_ as Principal, and  
 \_\_\_\_\_ as Surety, are hereby held and firmly  
 bound unto \_\_\_\_\_ as OWNER in the penal sum of  
 \_\_\_\_\_ for the payment of which, well and truly to be  
 made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

The Condition of the above obligation is such that whereas the Principal has submitted to  
 \_\_\_\_\_ a certain BID, attached hereto and  
 hereby made a part hereof to enter into a contract in writing, for the

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

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS, WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_(L.S.)  
Principal

\_\_\_\_\_  
Surety

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

IMPORTANT-Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

# AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by and between \_\_\_\_\_, hereinafter called "OWNER" and \_\_\_\_\_ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of \_\_\_\_\_

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the Contract Documents within 14 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 298 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$\_\_\_\_\_, or as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) Advertisement for BIDS
- (B) Information for BIDDERS
- (C) BID
- (D) BID BOND
- (E) Agreement
- (F) Payment BOND
- (G) Performance BOND
- (H) NOTICE OF AWARD
- (I) NOTICE TO PROCEED
- (J) CHANGE ORDER

(K) DRAWINGS prepared by \_\_\_\_\_  
numbered \_\_\_\_\_ through \_\_\_\_\_, and dated \_\_\_\_\_, 20 \_\_\_\_\_.

(L) SPECIFICATIONS prepared or issued by \_\_\_\_\_  
\_\_\_\_\_,  
dated \_\_\_\_\_, 20\_\_\_\_\_.

(M) ADDENDA:

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_\_  
No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_\_  
No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_\_

6. The OWNER will pay to the CONTRACTOR in the manner and at such times, such amounts as required by the CONTRACT DOCUMENTS.

7. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (\_\_\_\_\_) each of which shall be deemed an original on the date first above written.

OWNER:

\_\_\_\_\_  
By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

(Please Type)

(SEAL)

ATTEST:

\_\_\_\_\_  
Name \_\_\_\_\_  
(Please Type)  
Title \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_  
By \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

(Please Type)

(SEAL)

ATTEST:

\_\_\_\_\_  
Name \_\_\_\_\_  
(Please Type)  
Title \_\_\_\_\_



**PERFORMANCE BOND**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
(Address of Corporation)

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

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

\_\_\_\_\_  
(Address of Surety)

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

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

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

hereinafter called OWNER, in the penal sum of \_\_\_\_\_

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

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

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

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

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

PROVIDED, FURTHER, that 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 \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

ATTEST:  
\_\_\_\_\_  
  
(SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

ATTEST:  
\_\_\_\_\_  
  
(SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

**PAYMENT BOND**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS: that

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

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

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

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

\_\_\_\_\_  
(Address of Surety)

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

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

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

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_)  
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind  
ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain  
contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy  
of which is hereto attached and made a part hereof for the construction of :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.  
NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,  
SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution  
of the WORK provided for in such contract, and any authorized extension or modification thereof,  
including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery,  
equipment and tools, consumed or used in connection with the construction of such WORK, and all  
insurance premiums on said WORK, and for all labor, performed in such WORK whether by  
SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force  
and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no  
change, extension of time, alteration or addition to the terms of the contract or to the WORK to be  
performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its

obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that 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 \_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

(SEAL)

ATTEST:

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

**NOTICE OF INTENT TO AWARD**

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

Project Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The OWNER has considered the BID submitted by you for the above described WORK, in response to its Advertisement for Bids, dated \_\_\_\_\_ and Information for Bidders.

You are hereby notified that your BID will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of \_\_\_\_\_.

You will be required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of the final Notice to be sent upon IEPA approval, to you.

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

\_\_\_\_\_  
OWNER

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

Title: \_\_\_\_\_

## NOTICE OF AWARD

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PROJECT Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated \_\_\_\_\_, 20\_\_\_\_ and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Owner)

By \_\_\_\_\_

Title \_\_\_\_\_

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged,

by \_\_\_\_\_,

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

**NOTICE TO PROCEED**

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

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

\_\_\_\_\_

Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 20 \_\_\_\_\_, on or before 1 October, 20 21, and you are to complete the WORK within 260 consecutive calendar days thereafter. The date of completion of all WORK is therefore 10 JUNE, 20 22.

\_\_\_\_\_  
(Owner)

By \_\_\_\_\_

Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

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

\_\_\_\_\_

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

\_\_\_\_\_, 20 \_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

Change Order No. \_\_\_\_\_

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days
\$ _____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
\$ _____	Substantial completion (days): _____
	Ready for final payment (days): _____
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ _____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
\$ _____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ _____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)

Date: _____	Date: _____	Date: _____
-------------	-------------	-------------

Approved by Funding Agency (if applicable): _____	Date: _____
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**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL  
EMPLOYMENT OPPORTUNITY  
(EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	Insert goals for* each year <u>0.5%</u>	Insert goals for* each year <u>6.9%</u>

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

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

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the City of Galena, Jo Daviess County, Illinois.  
\*goals and timetables published from time to time by the Director, Office of Federal Contract Compliance Programs (OFCCP)

\*\*Insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any.

**CONSTRUCTION CONTRACTORS AFFIRMATIVE ACTION REQUIREMENTS  
GOALS FOR MINORITY PARTICIPATION**

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

FEMALE PARTICIPATION= 6.9% STATEWIDE

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

**41 CFR 60****60-4.1 Scope and Application.**

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

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

**60-4.2 Solicitations.**

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

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

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

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

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

1. The Offeror or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time- tables	Goals for minority participation for each trade	Goals for female participation in each trade
0.5%	Insert goals for each year.	Insert goals for each year. 6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

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

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

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the City of Galena, Jo Daviess County, Illinois.

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

### **60-4.3 Equal Opportunity Clauses.**

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

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

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

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

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

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

**d.** "Minority" includes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**i.** Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

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

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

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

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

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

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

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

**8.** Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the



program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

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

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

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

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

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

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

**15.** Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the

hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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

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

#### **60-4.4 Affirmative Action Requirements.**

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

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

#### **60-4.5 Hometown Plans**

(a) A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its

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

- (1) Ceases to be signatory to a Hometown Plan covering that trade;
  - (2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
  - (3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations, which are not or cease to be signatories to the same Hometown Plan for that trade;
  - (4) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
  - (5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;
  - (6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.
- (b) Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provision of the Hometown Plan.

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

#### **60-4.6 Goals and Timetables.**

The Director, from time to time, shall issue goals and timetables for minority and female utilization, which shall be based on appropriate workforce, demographic, or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the

contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

[45 FR 65978, OCT. 3, 1980]

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

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

#### **60-4.8 Show Cause Notice.**

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

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

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

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

**U.S. ENVIRONMENTAL PROTECTION AGENCY****CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 that are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

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Signature

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Date

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Name and Title of Signer

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(Please type)

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Firm Name

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS**

**NONDISCRIMINATION IN EMPLOYMENT**

To: \_\_\_\_\_  
(Name of union or organization of workers)

The undersigned currently holds contract(s) with \_\_\_\_\_  
(name of applicant)

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Contractor or Subcontractor)

\_\_\_\_\_  
(Date)

EPA Project Control #: \_\_\_\_\_

United States Environmental Protection Agency  
Washington, DC 20460

**Certification Regarding Debarment, Suspension and Other Responsibility Matters**

The prospective participant to the best of its knowledge and belief that it and its principles:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

\_\_\_\_\_  
(Typed Name & Title of Authorized Representative)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

☐ I am unable to certify the above statements. My explanation is attached.

## **Instructions**

Under Executive Order 12549 an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a sub-agreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or sub-agreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the attached regulation.

### **Where to Submit**

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

### **How to Obtain Forms:**

EPA includes the certification form, instructions, and a copy of its implementing regulation (40 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

### **Additional copies/assistance may be requested from:**

Compliance Branch  
Grants Administration Division (PM-216F)  
U.S. Environmental Protection Agency  
401 M Street, SW  
Washington DC 20460  
(Telephone: 202-475-8025)



**Construction Contracts of Loan Recipient and Other Sections From  
"Procedures for Issuing Loans from the Public Water Supply Loan Program"**

**Section 662.420(b)(2) Change Orders**

- A) When the loan recipient authorizes the contractor to add, delete, or revise the work within the general scope of the contract documents, or authorizes an adjustment in the contract price or contract time, the loan recipient shall submit a change order to the Agency.
- B) For each change order, the loan recipient shall submit to the Agency for approval the following documentation:
  - i) one copy of the fully executed change order signed by the loan recipient, construction engineer, and the contractor; and
  - ii) a description of any changes, with justification for the changes.
- C) Prior approval by the Agency of a change order is required when a change order results in:
  - i) alterations in design scope that require a modification to a construction permit; or
  - ii) an increase in the amount of loan funds needed to complete the project.
- D) Failure to give timely notice of proposed project changes or action by the loan recipient that is not consistent with the Agency's determination on those changes may result in disallowance of loan participation for costs incurred that are attributable to the change.

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

Each construction contract shall include the following provisions:

- 1) Audit; access to records:
  - A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on loan work in accordance with Generally Accepted Accounting Principles (GAAP). The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under Section 365.420 (b)(2) of the loan rules and a copy of the cost summary submitted to the owner. The Illinois Auditor General, the owner, the Agency, or any of their authorized representatives shall have access to the books, records, papers, documents, and other evidence for purposes of inspection, audit, examination, excerpts, transcriptions, and copying. The contractor shall provide facilities for access and inspection.
  - B) For a formally advertised, competitively awarded, fixed price contract, the contractor shall include access to records as required by subsection (a)(1)(A) for all negotiated

change orders and contract amendments in excess of \$25,000 that affect the contract price. In the case of all other prime contracts, the contractor shall agree to include access to records required by subsection (a)(1)(A) in all contracts and all tier subcontracts or change orders in excess of \$25,000 that are directly related to project performance.

- C) Audits shall be in accordance with auditing standards generally accepted in the United States.
- D) The contractor shall agree to the disclosure of all information and reports resulting from access to records required by subsection (a)(1)(A). When the audit concerns the contractor, the auditing agency shall afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.
- E) The records required by subsection (a)(1)(A) shall be maintained and made available during performance of the work under the loan agreement and for 3 years after the date of the final loan audit. In addition, records that relate to any dispute or litigation or the settlement of claims arising out of any performance, costs or items to which an audit exception has been taken, shall be maintained and made available for 3 years after resolution of the dispute, appeal, litigation, claim or exception.
- F) The right of access will generally be exercised with respect to financial records under:
  - i) Negotiated prime contracts;
  - ii) Negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
  - iii) Subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- G) The right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
  - i) With respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
  - ii) If there is any indication that fraud, gross abuse, or corrupt practices may be involved in the award or performance of the contract or subcontract.

2) Covenant against contingent fees.

The contractor shall warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the owner shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3) Wage provisions.

The Contractor shall pay prevailing wages in accordance with the Davis-Bacon Act (40 USC 3141 through 3148) as defined by the U.S. Department of Labor.

4) Disadvantaged business enterprise requirements.

The contractor shall provide evidence that the contractor has taken affirmative steps in accordance with 40 CFR 33 to assure that disadvantaged business enterprises are used when possible as sources of supplies, equipment, construction, and services, consistent with the provisions of the Agency's Operating Agreement with USEPA.

5) Debarment and suspension provisions.

The contract shall require the successful bidders to submit a Certificate Regarding Debarment, Suspension and Other Responsibility Matters (EPA Form 5700-49) showing compliance with federal Executive Order 12549.

6) Nonsegregated facilities provisions

The contractor shall be required to submit a Certification of Nonsegregated Facilities on forms provided by the Agency.

7) American Iron and Steel

The contractor shall be required to use American Iron and Steel, if required by USEPA for that fiscal year.

8) A clause that provides:

"No contractor or subcontractor shall discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor or subcontractor shall carry out applicable requirements of 40 CFR 33 in the award and administration of contracts awarded under the PWSLP. Failure by the contractor or subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."

### **Section 662.620(g) Subcontracts Under Construction Contracts**

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by the prime contractor shall comply with:

- 1) All applicable provisions of federal, State and local law;
- 2) All provisions of this Part 662 regarding fraud and other unlawful or corrupt practices;
- 3) All provisions of this Part 662 with respect to access to facilities, records and audit of records; and
- 4) All provisions of subsection 662.620(f)(5) that require a Certification Regarding Debarment, Suspension, and Other Responsibility Matters (EPA Form 5700-49) showing compliance with any controlling federal Executive Orders.

### **Section 662.620(h) Contractor Bankruptcy**

In the event of a contractor bankruptcy, the loan recipient shall notify the Agency and shall keep the Agency advised of any negotiations with the bonding company, including any proposed settlement. The Agency may participate in those negotiations and will advise the loan recipient of the impact of any proposed settlement to the loan agreement. The loan recipient shall be responsible for assuring that every appropriate procedure and incidental legal requirement is observed in advertising for bids and re-awarding a construction contract.

### **Section 662.620(i) Access**

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

### **Section 662.640(c) Remedies**

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

Bidder Certification  
In Compliance with Article 33E-11 to the  
"Criminal Code of 2012"

I \_\_\_\_\_, do hereby certify that:  
Name

1. I am \_\_\_\_\_ of the \_\_\_\_\_  
Position Firm  
and have authority to execute this certification on behalf of the firm

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

Name of Firm \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Corporate Seal (where appropriate)

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me appeared (Name)

\_\_\_\_\_ to me personally known,  
who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly  
authorized by (Name of Firm) \_\_\_\_\_ to execute the affidavit and did  
so as his or her free act and deed.

Notary Public \_\_\_\_\_ Commission Expires \_\_\_\_\_

Notary Seal

## Specifications for Disadvantaged Business Enterprise Participation

(Name of Loan Recipient) \_\_\_\_\_

### I. Disadvantaged Business Enterprise Policy

- A. It is the policy of the State of Illinois to award a fair share of sub-agreements to disadvantaged businesses (DBEs). In complying with this requirement, contractors are required to take affirmative steps to assure that disadvantaged businesses are used when possible as sources of supplies, equipment, construction, and services as explained herein.
- B. These specifications define the terms, conditions, and requirements of the State Revolving Fund Loan Program, and the (Name of Loan Recipient) \_\_\_\_\_'s policy and procedures for complying with these requirements.
- C. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the fair share percentages are 5% for MBEs and 12% for WBEs.

### II. Pre-Contract Award Obligations

- A. All bidders are required to advertise subcontracting opportunities and to negotiate with disadvantaged businesses prior to bid opening. Failure to document such affirmative efforts shall be deemed, relative to disadvantaged business compliance, non-responsive.
- B. To establish a bid as responsible, the bidder will be required to document the proposed utilization of disadvantaged businesses with letters of intent signed by the bidder and by the disadvantaged business listed in the bid. The documentation requirements are outlined in Section III of this document.
- C. (Name of Loan Recipient) \_\_\_\_\_'s disadvantaged business policy clearly intends for bidders to contact and encourage the participation of disadvantaged businesses prior to bid opening. Affirmative efforts (the written record of conscientious and honest communications between the bidder and disadvantaged business) must be initiated and completed by the bidder prior to bid opening. All bidders must document compliance with the requirements of the disadvantaged business policy.

### III. Evaluation of Disadvantaged Business Utilization and Affirmative Efforts

- A. As a prerequisite to demonstrate compliance with the (Name of Loan Recipient) \_\_\_\_\_'s disadvantaged business policy, ALL bidders shall provide the following with its bid:
  - 1. Completed and signed certification from the bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services, in the performance of this contract.

**OR**

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

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

3. List of all disadvantaged business enterprise (DBE) and non-DBE's that submitted proposals to the bidder along with the date of the proposal. Names, addresses, phone number and/or e-mail are required.
4. List of disadvantaged businesses not being utilized and justification for non-utilization.
5. If DBE subcontractors will be utilized for the project, a completed and signed copy of IEPA DBE Form No. 3 (DBE Subcontractor Utilization Form) or an equivalent "Notice of Intent" is needed from each subcontractor.
6. If DBE subcontractors will be utilized for the project, a completed and signed certification from the bidder(s), attesting that the bidder has no controlling or dominating interest or conflict of interest with the disadvantaged business that will be utilized.
7. In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received.

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

#### IV. Sanctions

- A. The (Name of Loan Recipient) \_\_\_\_\_ has the option to reject one or all bids when the information submitted by the bidder(s) fails to demonstrate compliance with the disadvantaged business requirements (i.e., the bidder fails to place their pre-bid advertisement in a daily newspaper, or approved website, at least 16 days prior to bid opening).
- B. Upon finding that any Party has not complied with the requirements of these specifications, including misrepresenting a firm as a disadvantaged business, any one or a combination of the following actions may be taken.
  1. Declare the bidder and/or subcontractor non-responsive and therefore, ineligible for contract award.
  2. Disallow all contract costs associated with non-compliance.

3. Refer matters which may be fraudulent to the Illinois Attorney General.

V. Post-Contract Award Compliance

- A. As required by the award conditions of USEPA's Assistance Agreement with IEPA, all sub-agreements of the prime contractor must identify that the fair share percentages are 5% for MBEs and 12 % for WBEs.
- B. After award of the prime contract, copies of all disadvantaged business related sub-agreements between the prime contractor and subcontractors shall be submitted to the owner.
- C. After bid submission, any changes in previously reported disadvantaged businesses utilization shall be handled in accordance with 40 CFR Part 33.302(b-h). If the contractor fails to initiate such actions, the owner may withhold payments and/or institute other appropriate sanctions.



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

Notice to Disadvantaged Businesses

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, is  
(Name of Company) (Address of Company) (Telephone)

seeking disadvantaged businesses for the \_\_\_\_\_  
(Name of Loan Recipient)

Project for subcontracting opportunities in the following areas: \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_

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

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

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

## Summary Report of Disadvantaged Business Enterprise Requirements for Contractors

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

### OR

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

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

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

- 3) List of disadvantaged businesses that submitted proposals to the bidder but will not be utilized. Justification for non-utilization must be provided (may use IEPA DBE Form #1).
- 4) Completed and signed copies IEPA DBE Form #3 (Subcontractor Utilization Form) or equivalent "Notice of Intent". Only applies if using DBE subcontractors.
- 5) Completed and signed certification from bidder(s) attesting that the bidder has no dominating or conflict of interest with the disadvantaged business to be utilized (IEPA DBE Form #1). Only applies if using DBE subcontractors.
- 6) In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received (IEPA DBE Form #1).
- 7) **Note:** DBE Form #2 is **not** included in this packet. It is for consultants/engineers to report DBE activity. This form may be found in IEPA's DBE Guidance Manual which is available on the Agency's website or mailed upon request by calling 217-782-2027.

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

### **Contractor Certification Form**

**(To be completed by all Prime Contractors)**

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

- ☐ This firm will award no subcontracts (including in the procurement of equipment, supplies, or services), in the performance of this contract.
- ☐ This firm advertised for DBE subcontractors according to the good faith efforts outlined in the IEPA DBE Guidance Document.
- ☐ This firm received proposals from DBE(s) that will not be utilized. A list of the DBEs not hired, along with their address, phone number, and reason(s) for non-utilization, is below.

- ☐ This firm did not receive any inquiries from DBEs.

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

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

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Company: \_\_\_\_\_

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

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

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

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

Subcontractor Name	Project Name
Contact Person's Name & Title	
Address	
Telephone	Email
DBE Certified By:	Select all that apply. At least one is required: <b>MBE    WBE    SBE    DBE</b>
Prime Contractor Name	
<b>Type of Work to be Performed</b>	<b>Cost Estimate of Work</b>

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

<b>Prime Contractor Signature:</b>	<b>Print Name:</b>
<b>Date:</b>	<b>Title:</b>
<b>Subcontractor Signature:</b>	<b>Print Name:</b>
<b>Date:</b>	<b>Title:</b>

**IEPA Disadvantaged Business Enterprise (DBE) Program Form #4, Bidders List**  
**(Only complete this form if subcontractors or sub-consultants will be working on a project)**

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

Company Name & Contact Person	Address	Phone No. w/ area code	Email	Proposed Work (supplies, paint, paint etc.)	DBE Status (MBE, WBE, DBE, SBE)
					<div>Check if Hired</div> <input type="checkbox"/>
					<div>Check if Hired</div> <input type="checkbox"/>
					<div>Check if Hired</div> <input type="checkbox"/>
					<div>Check if Hired</div> <input type="checkbox"/>

**Bidder Certification Regarding the Use of  
American Iron and Steel Products**

I \_\_\_\_\_, do hereby certify that:  
Name

1. I am \_\_\_\_\_ (title) of the \_\_\_\_\_ (company, partnership, etc.) and have authority to execute this certification on behalf of the firm.
2. This firm is aware that all iron and steel products used for this project must be produced in the United States per Section 436 (a) – (f) of the Consolidated Appropriations Act, 2014.
3. This firm is aware that the use of American iron and steel products applies to all projects for the construction, alteration, maintenance, or repair of publically owned treatment works (POTW) or public water systems.
4. This firm understands the term “iron and steel products” refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
5. I am aware that this requirement applies to all portions of the project that are subcontracted.

Name of Company \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Corporate Seal (where appropriate)

## Requirements Specific to American Iron and Steel

The Consolidated Appropriations Act of 2014 (Public Law 113-76) first included an "American Iron and Steel (AIS)" requirement that requires Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) loan recipients to use iron and steel products that are produced in the United States for projects involving the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through a CWSRF or a DWSRF loan. Guidance is available on USEPA's website: [http://water.epa.gov/grants\\_funding/aisrequirement.cfm](http://water.epa.gov/grants_funding/aisrequirement.cfm). Waivers from the requirements are available under certain circumstances.

For CWSRF or DWSRF purposes, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- Pipes (lined or unlined) and fittings;
- Manhole Covers;
- Municipal Castings (defined in more detail below);
- Hydrants;
- Tanks;
- Flanges;
- Pipe clamps and restraints;
- Valves;
- Structural steel (defined in more detail below);
- Reinforced precast concrete; and
- Construction materials (defined in more detail below).

For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by costs. The cost should be based on the material costs.

For the purposes of AIS, steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

For the purposes of AIS, production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, except for metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such

as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

For AIS, municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

Access Hatches;	Drainage Greates, Frames and Curb Inlets;
Ballast Screen;	Inlets;
Benches (Iron or Steel);	Junction Boxes;
Bollards;	Lampposts;
Cast Bases;	Manhole Covers, Rings and Frames, Risers;
Cast Iron Hinged Hatches, Square and Rectangular;	Meter Boxes;
Cast Iron Riser Rings;	Service Boxes;
Catch Basin Inlet;	Steel Hinged Hatches, Square & Rectangular;
Cleanout/Monument Boxes;	Steel Riser Rings;
Construction Covers and Frames;	Trash receptacles;
Curb and Corner Guards;	Tree Grates;
Curb Openings;	Tree Guards;
Detectable Warning Plates;	Trench Grates; and
Downspout Shoes (Boot, Inlet);	Valve Boxes, Covers and Risers.

For AIS, structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zeos. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

For AIS, construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel.” This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable handing systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.



For the purposes of AIS, mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

There are specific requirements for precast concrete to comply with AIS. While reinforced precast concrete may not be at least 50% iron or steel, in this case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered a construction material and must be produced in the US.

### **Recordkeeping for Iron and Steel Products: Documenting the Country of Origin for Iron and Steel Products for Loan Programs**

Loan recipients with assistance from their general contractor must be able to verify that products used in their projects comply with the AIS requirements. USEPA recommends loan recipients use a “Step Certification” process to ensure that producers adhere to the AIS requirements. Step certification is a process under which each handler (supplier, fabricator, manufacturer, etc.) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple if it includes the name of the manufacturer, the location of the manufacturing facility (not company headquarters), a description of the product or item being delivered, and a signature by a manufacturer’s responsible party. An example of this type of certification is attached.

Certification could be achieved by other methods such as requiring the final manufacturer, who delivers the iron/steel products to the worksite, to provide certification that all manufacturing processes occurred in the US. While this type of certification is easier and acceptable, it may not provide the same degree of assurance and additional documentation may be needed. USEPA auditors recommend keeping records of when and where the products were delivered. Examples include: Perry Water Plant on August 3, 2017, or Jankousky Construction Offices on October 5, 2017. Records from the manufacturer should refer to specific items such as pipes, valves, meters. Try to avoid records containing broad statements such as, “All products delivered were made in the USA.”

Regardless of the method, documents regarding the country of origin for iron and steel products should be collected and maintained by all loan recipients. Having a good paper trail is invaluable during an inspection or audit. Information is available at <http://www.epa.illinois.gov/topics/grants-loans/water-financial-assistance/state-revolving-fund/guidance/index>.

## Sample Certification Letter

The following information is provided as a sample letter of step certification for AIS compliance. The completed letter is provided to the construction contractor or loan applicant from the supplier, fabricator, manufacturer, etc. of iron and steel products. Documentation must be provided on company letterhead. If e-mail is used, documents should be scanned so the company letterhead is visible.

### Company Letterhead

Date

Company Name  
Company Address  
City, State, Zip

Subject: American Iron and Steel Step Certification for Project (xxx ***Identify Project Here*** xxx)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirements as mandated in EPA's State Revolving Fund Programs.

Item, Products, and/or Materials:

1. XXX
2. XXX
3. XXX

Such process took place at the following location (City and State must be included):

If any of the above compliance statements change while providing material to the project we will immediately notify the prime contractor and the engineer.

Signed by Company Representative

### **Employment of Illinois Workers on Public Works Act**

This law comes into effect following two consecutive months of a state unemployment rate above 5 percent. More information about the Employment of Illinois Workers on Public Works Act can be found here: <http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=549&ChapterID=7>.

The Employment of IL Workers on Public Works Act requires the workforce on all public works projects to be comprised of a minimum of 90% Illinois residents.

The Illinois Department of Labor (IDOL) administers the Employment of Illinois Workers on Public Works Act, which was enacted to alleviate unemployment in Illinois by ensuring that most workers on public works projects live in the state. The requirement applies to all labor on public works projects or improvements. That includes public works projects that are funded in whole or in part with state funds or funds administered by the state of Illinois. Any public works project financed in whole or in part by federal funds administered by the state of Illinois is covered under the provisions of this act.

By signing below, the Contractor confirms awareness of this requirement.

---

(Typed Name & Title of Authorized Representative)

---

(Signature of Authorized Representative)

---

(Date)

---

(Company/Organization)

**Illinois Works Jobs Program Act – Apprenticeship Initiative**  
**Information for Contractors**

**Summary:** The Illinois Works Jobs Program Act, 30 ILCS 559/Art. 20, is a statewide initiative to ensure that all Illinois residents have access to State capital projects and careers in the construction industry and building trades and to provide contracting and employment opportunities to historically underrepresented populations in the construction industry. This will be accomplished through three programs created by the Illinois Works Jobs Program Act: the Illinois Works Apprenticeship Initiative, the Illinois Works Pre-Apprenticeship Program, and the Illinois Works Bid Credit Program. Additional information is available at the following website:

<https://www2.illinois.gov/dceo/WorkforceDevelopment/Pages/IllinoisWorksJobsProgramAct.aspx>.

The goal of the Illinois Works Apprenticeship Initiative (“10% apprenticeship goal”) is that for projects estimated to cost \$500,000 or more, apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. The 10% apprenticeship goal applies to projects being paid for in whole or in part by appropriated capital funds to construct a public work either through a contract or grant issued by a State agency. A determination was made that this requirement also applies to IEPA loans. The \$500,000 threshold applies to the total project cost and NOT the total cost or value of an individual construction contract.

**Certification:** Apprentices are required to be U.S. Dept. of Labor certified (not limited to pre-apprentice program graduates).

**Applicability**

**If a project is estimated to received \$500,000 or more of State Capital Funding for the Project:**

If the state’s contribution to the project amount equals 50% or more of the cost for the project, the 10% apprenticeship requirement applies to all prevailing wage eligible work performed by contractors on the public works project.

If the state’s contribution to the project is less than 50% of the cost for the project, the 10% apprenticeship requirement applies only to prevailing wage eligible work being funded from state funds.

**The Project has less than \$500,000 of State Capital Funding, but the Total Estimated Project Cost is \$500,000 or more:**

If the state’s contribution to the project amount equals 50% or more of the estimated cost for the project, the 10% apprenticeship requirement applies to all prevailing wage eligible work performed by contractors on the public works project.

If the state’s contribution to the project is less than 50% of the estimated cost for the project, the 10% apprenticeship requirement does not apply.

**Total Estimated Project Cost is less than \$500,000:** The 10% apprenticeship requirement does not apply. The \$500,000 threshold applies to the total project cost and NOT the total cost or value of an individual construction contract.

**Waivers from the Requirements:** If goals cannot be met, the state has discretion to grant waivers, reductions or to hold public hearings on the issue. Factors to be considered include the scale of the project and whether the contractor or subcontractor seeking the action has previously requested reductions or waivers. A waiver form is available on the IEPA website at:

<https://www2.illinois.gov/epa/Documents/epa-forms/water/financial-assistance/apprenticeship/Waiver-Request.pdf>. The form can also be obtained from DCEO.

**Reporting:** An example quarterly reporting form is attached. A fillable version is available on the IEPA website. Contractors should coordinate with the loan applicant and their consultant for further instructions regarding these forms. Loan applicants are ultimately responsible for reporting quarterly labor hours to the state, but coordination with their contractor is essential. All loan funded projects are subject to payment of Davis Bacon wages.

**For general apprenticeship questions,** please contact the Illinois Works Office at:  
[CEO.ILWorks@Illinois.gov](mailto:CEO.ILWorks@Illinois.gov).

## Illinois Works Apprenticeship Initiative Periodic Grantee Report

Organization Name		FEIN Number		DUNS Number	
Grant Awarding Agency	IEPA - Loan Department	Project Start Date		Project End Date	
Grant Number	Loan No.	Estimated Total Project Costs		Estimated Total State Contribution	

### Applicable Apprenticeship Goal (Select all that apply):

☐ 10% total project cost    ☐ 10% total state contribution only

☐ Waiver Approved by IL DCEO    IL DCEO Waiver Approval Date

(If a waiver was granted for any prevailing wage classification, the Grantee does not need to report on those classifications on this form.)

☐ Reduction Approved by IL DCEO    IL DCEO Reduction Approval Date

(If selected, enter the applicable prevailing wage classification(s) and approved reduced percentage(s).)

Prevailing Wage Classification	Reduced Percentage

### Reporting Period:

Period Start Date  Period End Date

# Illinois Works Apprenticeship Initiative Periodic Grantee Report

Please provide information in this chart for the entire project if the apprenticeship goal applies to the entire project. Provide information for only the state contribution if the apprenticeship goal applies only to state appropriated capital funds.

Prevailing Wage Classification	Total Hours for Classification in Reporting Period	Total Apprenticeship Hours for Classification in Reporting Period	% of Apprenticeship Hours	Total Hours for Classification YTD	Total Apprenticeship Hours YTD	% of Apprenticeship Hours YTD

## **INSTRUCTIONS TO BIDDERS**

### **1. Defined Terms**

Terms used in these Instructions to Bidders, which are defined in the standard General Conditions of the Construction Contract, have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to the OWNER, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible, and responsive Bidder to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

### **2. Copies of Bidding Documents**

2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the ENGINEER. The deposit will be refunded to document holders of record who return the Bidding Documents in good condition within thirty days after opening of Bids as stipulated by the Invitation to Bid.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

### **3. Qualifications of Bidders**

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of OWNER'S request written evidence, such as financial data, previous experience, present commitments and other such data that may be called for below or in the supplementary Instructions. Each Bid must contain evidence of Bidder's qualifications to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

### **4. Examination of Contract Documents and Site**

4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work, (c) study and carefully correlate Bidder's observations with the Contract Documents, and (d) notify ENGINEER of all conflicts, errors, or discrepancies in the Contract Documents.



4.2 Reference is made to the supplementary conditions for identification of:

4.2.1. Those reports of exploration and tests of subsurface conditions at the site which have been utilized by ENGINEER in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such reports but not upon non-technical data, interpretations, or opinions contained therein or for the completeness thereof for the purpose of bidding or construction.

4.2.2. Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except underground Facilities) which are at or contiguous to the site which have been utilized by ENGINEER in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such drawings but not upon the completeness thereof for the purposes of bidding or construction.

OWNER will make copies of such reports and drawings available to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which Bidder is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 are incorporated therein by reference. Such technical data has been identified and established in the Supplementary Conditions.

4.3 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities, and OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in paragraph 4.2 and 4.3 of the General Conditions.

4.5 Before submitting a Bid each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work and which Bidder deems necessary to determine its bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

4.6 On request in advance, OWNER will provide each Bidder access to the site to conduct such explorations and tests as each bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

4.7 Any contract entered into by the loan recipient and any sub-agreement hereunder, shall provide that representatives of the Agency will have access to the work whenever it is in preparation or progress and that the contractor or subcontractor will provide proper facilities for such access and inspection. Such contract or sub-agreement must also provide that the Agency or any authorized representative shall have access to any books, documents, papers, and records of the contractor or subcontractor, which are pertinent to the project for the purpose of making audit, examination, excerpts, and transcriptions thereof.

4.8 The lands upon which the Work is to be performed, rights-of-way, and easements for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.

4.9 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

4.10 All enquiries and questions about the contract documents are to be made in writing, preferably by email, sent to Matt Oldenburg - City Engineer at: [mjoldenburg@cityofgalena.org](mailto:mjoldenburg@cityofgalena.org)

## **5. Interpretations and Addenda**

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

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER.

## **6. Bid Security**

Each Bid must be accompanied by Bid security made payable to OWNER in an amount of **ten percent** of the Bidder's maximum Bid price and in the form of a certified check or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety meeting the requirements of paragraph 5.1 of the General Conditions.

6.2 The Bid security of the successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the seventh day after the Effective Date of the Agreement or the forty-sixth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids, which are not competitive, will be returned within seven days after the Bid opening.

## **7. Contract Time**

The times for substantial Completion and final completion are set forth in the Agreement. It will be necessary for the successful Bidder to satisfy OWNER of Bidder's ability to achieve substantial completion and final completion within the times designated in the Agreement.

## **8. Liquidated Damages**

Provisions for liquidated damages, if any, are set forth in the Agreement.

## **9. Substitute or "Or-Equal" Items**

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, until after the Effective Date of the Agreement.

## **10. Subcontractors, Suppliers and Others**

10.1 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening submit to OWNER a list of all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which such identification is required.

Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each Subcontractor, Supplier, person or organization if requested by OWNER. If OWNER after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute without any change in Bid price.

If apparent Successful Bidder declines to make any such substitution, OWNER may award contract to the next lower Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.8.2 of the General Conditions.

10.2 In contracts where the Contract Price is on the basis of Cost-of-the-work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER'S written consent.

10.3 No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against whom CONTRACTOR has reasonable objection.

## **11. Bid Form**

11.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from City of Galena.

11.2 All blanks on the Bid Form must be completed in ink or by a typewriter.

11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5 All names must be typed or printed below the signature.

11.6 The bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.7 The address and telephone number for communications regarding the Bid must be shown.

## **12. Submission of Bids**

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

## **13. Modifications and Withdrawal of Bids**

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

#### **14. Opening of Bids**

Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

#### **15. Bids to Remain Subject to Acceptance**

All bids will remain subject to acceptance for forty-five days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

#### **16. Award of Contract**

16.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced, or conditional Bids. Also, OWNER reserves the right to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

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

16.3 OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. OWNER also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.4 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.

16.5 If the contract is to be awarded, it will be awarded to the lowest Responsible, Responsive Bidder whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project.

"Responsive Bid" must include the following:

- A. Complete Bid Proposal Form
- B. Bid Security
- C. Compliance with specified affirmative efforts
- D. Illinois Environmental Protection Agency forms:

- Certification of Non Segregated Facilities (p.00900-14)
- Nondiscrimination In Employment (p.00900-15)
- Certification Regarding Debarment.... (p.00900-16)
- Compliance with Article 33E to the Criminal Code of 2012 (p.00900-22)
- American Iron and Steel Certification (p.00900-31)

16.6 If the lowest Bid received exceeds the available funding, the OWNER reserves the right to negotiate the deduction of items necessary to meet funding limits with the lowest Bidder prior to award of contract.

16.7 If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within forty-five days after the day of the Bid opening.

**16.8 This project will be funded by an Illinois Environmental Protection Agency (IEPA) low interest loan. As part of the loan requirement the city will issue a Notice of Intent to Award to the most responsive contractor.**

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout including the Employment of Illinois Workers on Public Works Act (30 ILCS 570) and the Davis-Bacon Wage Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor.

BIDDERS will comply with Sec. 436 of H.R. 3547, "The Consolidated Appropriations Act, 2014", which specifies that all iron and steel products used in the project are produced in the United States.

BIDDER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

## **17. Contract Security**

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth OWNER'S requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required performance and payment Bonds.

## **18. Signing of Agreement**

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement. Within fifteen days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement to OWNER with the required Bonds. Within ten days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR.

**19. Sales and Use Taxes**

OWNER is exempt from Illinois State Sales and Use Taxes on materials and equipment to be incorporated in the Work (exemption No.E9996-1725-02). Said taxes shall not be included in the Contract Price. Refer to Supplementary Conditions SC-6.15 for additional information.

**20. Retainage**

Provisions concerning retainage and CONTRACTOR'S rights to deposit securities in lieu of retainage are set forth in the Agreement.

**21. Waivers of Lien**

CONTRACTORS shall hold OWNER safe and free from all claims and liens and shall deliver to the OWNER waivers of lien and CONTRACTOR'S affidavit, short form, embracing the labor and materials included in payments as requested by the Contractor.

**22. Prevailing Wage**

CONTRACTORS shall pay prevailing wages in accordance with the Federal Davis-Bacon wages provision. Attention is called to the fact that not less than the minimum salaries and wages as set forth in the contract documents must be paid on this project, and that the contractor must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex or national origin. All sanitary sewer work done under this Contract shall be subject to Illinois laws relating to Prevailing Wages and Illinois Preference to Citizens on Public Works and Arbitration. Burden for compliance with these laws rests with the contractor.

Effective August 10, 2005 contractors and subcontractors on public works projects must submit certified payroll records on a weekly basis to the project administrator in charge of the construction project, along with a statement of compliance affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor. Refer also to Section 17 of General Requirements.

Effective January 1, 2010, all contractors shall provide written notice to its subcontractors of their duty to comply with the prevailing wage rate. The contractor shall provide the City with verification of such notice.

**23. Drug Free Workplace**

All work done under this Contract must comply with the Drug Free Workplace Act (Source: P.A. 86-1459.).

**24. Prequalification**

**Contractors will be required to be prequalified with Illinois Department of Transportation (IDOT) because part of the proposed work is within State of Illinois right-of-way.**

## SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1990 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemental remain in full force and effect.

### SC-1

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (No. 1910-8, 1990 Edition) have the meanings assigned to them in the General Conditions.

### SC 5.4

The limits of liability for the insurance required by Paragraph 5.4 of the General Conditions shall provide the following coverage's for not less than the following amounts or greater where required by Laws and Regulations:

**5.4.1. and 5.4.2:** Workers' Compensation, etc., under Paragraphs 5.4.1 and 5.4.2 of the General Conditions:

(1)	State:	Statutory
(2)	Applicable Federal (e.g., Longshoreman's):	Statutory
(3)	Employer's Liability	Bodily Injury by Accident - \$1,000,000 Each Accident Bodily Injury by Disease - \$1,000,000 Each Employee Bodily Injury by Disease - \$1,000,000 Policy Limit

**5.4.3, 5.4.4, and 5.4.5:** Contractor's Liability Insurance under Paragraphs 5.4.3 through 5.4.5 of the General Conditions which shall also include completed operations and product liability coverage's:

(1)	General Aggregate (except products-completed operations)	\$3,000,000
(2)	Products-Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury (per person/organization)	\$1,000,000



(4)	Each Occurrence (bodily injury and property damage	\$1,000,000
(5)	Property Damage Liability insurance will provide explosion, collapse, and underground coverage's which applicable	Provide X, C, U Standard
(6)	Excess Liability:	
	General Aggregate	\$3,000,000
	Each Occurrence	\$1,000,000

**5.4.6: Automobile Liability:**

Combined Single Limit (bodily injury and property damage)	\$1,000,000 each accident
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**SC 5.6**

Delete Paragraph 5.6 of the General Conditions in its entirety and insert the following in its place.

5.6 CONTRACTOR shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall:

5.6.1 Include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other person or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

5.6.2 Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, false work and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils as may be specifically required by the Supplementary Conditions.

5.6.3 Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

5.6.4 Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and

5.6.5 Be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.

The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph 5.6 shall comply with the requirements of GC-5.8.

Revised 4/20/2018

## **GENERAL REQUIREMENTS**

### **1. Drawings and Specifications**

1.1 The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the lawful and proper execution of the Work in accordance with the latest edition of the **IDOT Standard Specifications for Road and Bridge Works, Standard General Conditions of the Construction Contract, Standard Specifications for Water and Sewer Main in Illinois and City of Galena Specifications** unless otherwise specified, and all incidental work necessary to complete the Project in an acceptable manner, ready for lawful use, occupancy or operation by the City of Galena.

1.2 Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the City Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

### **2. Materials, Services and Facilities**

2.1 It is understood that, except as otherwise specifically stated in the specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

2.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

2.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

2.4 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

2.5 Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

### **3. Inspection and Testing**

3.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards, and as may be further required and defined in the Contract Documents.

3.2 The Contractor shall provide at his expense the testing and inspection services required by this specification.

3.3 If the specifications, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.

3.4 Inspections, tests or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

3.5 The City Engineer and his representatives will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection, or testing thereof.

3.6 If any Work is covered contrary to the written instructions of the City Engineer it must, if requested by the City Engineer, be uncovered for his observation and replaced at the Contractor's expense.

3.7 If the City Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the City Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the City Engineer may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

#### **4. Surveys, Permits, Regulations**

4.1 The Contractor shall hire, at his expense, a licensed surveyor to furnish all boundary surveys and establish all base line staking for locating all component parts of the Work together with a suitable number of bench marks adjacent to the Work.

4.2 From the information provided, unless otherwise specified, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

4.3 The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction's, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

4.4 Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the City Engineer in writing, and any necessary changes shall be adjusted as provided in "Changes in the Work".

## **5. Protection of Work, Property and Persons**

5.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

5.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contractor Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

5.3 In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City Engineer or owner, shall act to prevent threatened damage, injury or loss. He will give the City Engineer prompt Written Notice of any significant changes in the Work or deviations from the specifications caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved, provided that such emergency did not arise in whole or in part as a result of any act or omission of Contractor, any of its Subcontractors or any of the persons directly or indirectly employed by any of them.

## **6. Supervision**

6.1 The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

## **7. Changes in the Work**

7.1 The City of Galena may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement.

7.2 The City Engineer, also may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Engineer.

## **8. Correction of Work**

8.1 The Contractor shall promptly remove from the premises all work rejected by the City Engineer for failure to comply with the Specifications, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Specifications and without expense to the City of Galena and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

8.2 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of Written Notice, the City of Galena may remove such Work and store the materials at the expense of the Contractor.

## **9. Insurance**

9.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

9.1.2 Claims under Worker's Compensation, disability benefit and other similar employee benefit acts;

9.1.3 Claims for damages because of bodily injury occupational sickness or disease, or death of his employees;

9.1.4 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

9.1.5 Claims for damages insured by usual personal injury liability coverage which are sustained: (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and

9.1.6 Claims for damages because of injury to or destruction of tangible property, including loss or use resulting there from.

9.2 Certificates of Insurance acceptable to the City of Galena shall be filed with the City of Galena prior to commencement of the Work. These Certificates shall contain a provision that coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior Written Notice has been given to the City of Galena.

9.3 The Contractor shall procure and maintain, at his own expense, during the Contract Time, liability insurance as hereinafter specified:

9.3.1 Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by himself or by any Subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a Subcontractor under him. Refer to Supplementary Conditions for written limits of liability.

9.4 The contractor shall procure and maintain, at his own expense during the Contract Time, in accordance with the provisions of the laws of the state in which the Work is performed, Workmen's compensation Insurance, including occupational disease provisions for all of his employees at the site of the Project and in case any Work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's compensation Insurance, including occupational disease provisions for all of the latter employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

9.5 The contractor shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the Contract Price totaled in the Bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract Time, and until the Work is accepted by the City of Galena. The policy shall name as the insured the Contractor and the City of Galena

## **10. Indemnification**

10.1 The Contractor will indemnify and hold harmless the City of Galena and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense 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 is caused in whole or in part by any negligent or willful 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.

10.2 In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other employee benefits acts.

10.3 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

## **11. Engineer's Authority**

11.1 The City Engineer shall act as the City of Galena's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The City Engineer will make visits to the site and determine if the Work is proceeding in accordance with the specifications.

## **12. Guarantee and Security**

12.1 The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the City of Galena may do so and charge the Contractor the cost thereby incurred.

12.2 A Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, with a corporate surety approved by the City of Galena, will be required for the faithful performance of the Contract. Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney. Contractor shall guarantee the work for a period of one (1) year from date of final acceptance of the Work and the Performance Bond furnished by Contractor shall run for a like period.

12.3 The Performance Bond and Payment Bond shall be executed prior to construction in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the specifications and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570, in the amount of the bonds supplied by such surety to not exceed the maximum amount shown for such surety in such publications. The expense of these Bonds shall be borne by the Contractor.

## **13. Barricades**

13.1 The Contractor shall erect barricades as required to protect traffic during the course of work in or along the traveled portion of a street, alley or highway. Approval for placement of barricades shall be obtained from the appropriate authority.

## **14. Periodic and Final Cleanup**

14.1 From time to time or as may be ordered by the City Engineer and immediately after completion of the Work, the Contractor shall at his own expense clean up and remove all refuse and unused materials of any kind resulting from the Work. Upon failure to do so within five (5) working days after receipt of written request from the Owner, the Work may be done by the Owner and the cost thereof be charged to the Contractor. Upon completion of the Work, the Contractor shall remove all his equipment and put the area of the Work in a neat and clean condition and do all other cleaning required to complete the Work in a workmanlike manner, ready for use and satisfactory to the City Engineer and City of Galena.



## **15. Final Inspection**

15.1 A meeting at the job site shall be arranged by the City Engineer for the purpose of Final Inspection. The Contractor's representative(s) in charge of overall field supervision will be required to attend. The purpose of the meeting shall be to determine whether the project is completed to the satisfaction of all parties. Any unsatisfactory items shall be documented in a letter to the Contractor for action. At this time the City of Galena will determine if the said alley will be open, as well as whether the issuance of the Building Occupancy permit will be approved.

## **16. Additional Work**

16.1 All additional work to be in accordance with latest edition of IDOT Standard Specification for Road and Bridge Construction detailed in Section 109. No additional work can be completed without authorization from the City Engineer. Contractor will inform City immediately or within 24 hours of any proposed change to the contract. Payment method will be agreed before additional work is completed and be based on unit prices, agreed lump sum or force account with hours agreed immediately or within 24 hours of proposed work. Force Account Form (see example) detailing the hours for labor and equipment is to be completed and submitted to City for approval within 24 hours of the proposed work being identified. When force account work is completed a breakdown of the labor, equipment and materials costs described in Section 109.04 is to be submitted to the City. No payment for the force account work will be authorized until the breakdown sheet is received and approved.

Revised 4/10/2014

**CITY OF GALENA  
WORK CHANGE DIRECTIVE**

**THIS FORM MUST BE COMPLETED ON SAME DAY AS WORK IS AGREED AND/OR COMPLETED**

**WORKS ORDER # .....**

**DATE: .....**

**PROJECT NAME: .....**

**CONTRACTOR: .....**

**CONTRACTOR'S REPRESENTATIVE: .....**

**DESCRIPTION OF EXTRA WORK:**

**METHOD OF PAYMENT:**

<b>PAYMENT METHOD</b>	<b>CHECK ONE</b>	<b>PAYMENT DETAILS (UNIT COSTS, AMOUNT)</b>
UNIT PRICES		
LUMP SUM		
FORCE ACCOUNT		USE EXTRA WORK ORDER / TIME AND MATERIAL RECORD FORM PER IDOT STANDARD SPECIFICATIONS

**ESTIMATED/AGREED CHANGE IN CONTRACT PRICE AND CONTRACT TIME:**

**CONTRACT PRICE: \$ .....**

**CONTRACT TIME (DAYS): .....**

**COMMENTS – ADDITIONAL INFORMATION:**

**CITY OF GALENA REPRESENTATIVE:**

.....City Engineer  
Signature and Title

**CONTRACTORS REPRESENTATIVE**

.....  
Signature and Title

WCR 2/26/10

## SPECIAL PROVISIONS TO SPECIFICATIONS

These specifications supplement the latest editions of “Standard Specifications for Water and Sewer Construction in Illinois”, “IDOT Standard Specifications for Road and Bridge Works”, “Standard General Conditions of the Construction Contract” and “City Specifications”.

### GENERAL NOTES:

1. All work must be completed by JUNE 10, 2022
2. This project will be funded by an Illinois Environmental Protection Agency (IEPA) low interest loan. As part of the loan requirement the city will issue a Notice of Intent to Award to the most responsive contractor. Contractor must comply with all IEPA requirements detailed in the attached guidelines.
3. Contractor will be responsible for Quality Control (QC) testing of concrete in accordance with IDOT Road and Bridge Standard Specifications. City will complete Quality Assurance (QA) testing.
4. All locations for removal/replacement and new items will be marked by City Staff.
5. Contractor will be responsible for maintaining pedestrian access around work areas by combination of barricades, cones and information signs.
6. Unit cost for all new or replacement construction items will include for adjustment of all utilities, including adjusting valve boxes and other utility covers.
7. Unit cost for all new or replacement construction items will include for removal and disposal of all excavated material and site clearance of trees, vegetation and other debris.
8. New construction will match construction of existing surfaces on either side of area to be replaced. Unit cost will include for all saw-cutting of hard surfaces to allow construction to adjacent surfaces.
9. Unit cost for 5 inch thick sidewalk will include for minimum of 4 inch thick aggregate base and for 7 inch thick sidewalk base will be 6 inch thick aggregate base, with expansion material at start and finish and troweled control joints to match existing joints.
10. Unit cost for sidewalk will include for placing closed cell expansion material around power poles, other utility features and property/building walls. Expansion at property/building walls will be tear-off closed cell foam type with flowable caulk placed to gap between wall and sidewalk, as detailed in attached drawing.
11. Unit cost for sidewalk will include for thickness of 5” and 7”. Sidewalks at crossing points and around detectable warnings and driveways to be 7” thick, while all other sidewalk to be 5” thick.
12. Unit cost for curb/gutter will include for minimum of 8 inch thick aggregate base, epoxy coated ¾ inch (#6) steel dowels to adjoining curb and street at 24 inch centers, expansion material at start and finish and control joints to match street joints.
13. Unit cost for curb/gutter and sidewalk will include for placing closed cell plastic expansion material to adjacent sidewalk, junction with curb/gutter and building property wall.
14. Unit cost for 9 inch thick concrete street replacement will include for 30 inch long #6 epoxy coated tie bars at 24 inch centers as detailed in attached drawing.
15. Unit cost for excavation will include for all excavation and filling operations as indicated on the drawings. If there is the need for additional fill material or disposal of excess excavated material it will be responsibility of the contractor to include these items in the unit cost.
16. All steel reinforcement to be epoxy coated.
17. All concrete surfaces to be sealed with two coats of high-solids sealer: first coat to be Sil-Act ATS 190 LV and second coat to be Diamond Clear (Euclid Chemical) or equal. Contractor to provide specification sheet.

18. Detectable warnings will be placed at each crossing location, if needed. Tile size to be 24" by 24" laid in accordance with IDOT specifications – see attached drawing. Material to be cast iron. Detectable warnings and sidewalk ramps to be constructed in same style and configuration as existing ramps.
19. Contractor is to include all traffic management and control, mobilization, bonds and insurance in their unit prices if not included as separate bid item.
20. All ground disturbed during construction will be reinstated to its former condition.
21. Contractor is responsible for coordinating with all utilities regarding underground and overhead cables.
22. Erosion control, manufactured ditch check, compost filter sock or equal to be as specified in Illinois Urban Manual. All erosion control items will be included in contract unit costs unless otherwise stated in bid items.
23. Contractor must provide an insurance certificate when bid is awarded which complies with all requirements specified in Supplementary Conditions. NOTE: These insurance requirements have recently been updated with increased coverage.
24. Refer also to all construction specifications listed in drawings and specification section of General Requirements.
25. **All enquiries and questions about the contract documents are to be in writing, preferably by email, sent to Matt Oldenburg - City Engineer at: [moldenburg@cityofgalena.org](mailto:moldenburg@cityofgalena.org)**

#### **TRAFFIC CONTROL**

Contractor shall provide and include for all traffic controls including: signage, barricades, cones, hazard warning lights and traffic control lights to allow safe working during day and night. All traffic control will be in accordance with IDOT Standard Specifications latest edition.

#### **EROSION CONTROL**

All erosion control is to comply with details indicated in the plans and specifications and also to standards required by Illinois EPA Storm Water Pollution Prevention Plan (SWPPP), if required. Contractor is to be responsible, unless otherwise noted in the contract, for completing SWPPP and all related documentation, including but not limited to Notice of Intent, Daily Inspection Reports, Notice of Completion and all related fees.

#### **ADDITIONAL WORK**

All additional work to be in accordance with latest edition of IDOT Standard Specification for Road and Bridge Construction detailed in Section 109. No additional work can be completed without authorization from the City Engineer. Contractor will inform City immediately or within 24 hours of any proposed change to the contract. Payment will be agreed before additional work is completed and be based on unit prices, agreed lump sum or force account with hours agreed immediately or within 24 hours of proposed work. Force Account Form (see example) detailing the hours for labor and equipment is to be completed and submitted to City for approval within 24 hours of the proposed work being identified. When force account work is completed a breakdown of the labor, equipment and materials costs described in Section 109.04 is to be submitted to the City. No payment for the force account work will be authorized until the breakdown sheet is received and approved.

# Contract Documents & Technical Specifications



## City of Galena, Illinois West Side Water System Improvements 2021

Contract A Water Distribution Improvements  
Contract B Water Tower Demolition



WORKING ON TOMORROW. |

Origin Design Project Number 20142

Origin Design Co.  
(formerly IIW)  
4155 Pennsylvania Avenue  
Dubuque, IA 52002-2628

Phone: 563 556-2464

Fax: 563 556-7811

[origindesign.com](http://origindesign.com)



TECHNICAL SPECIFICATIONS FOR  
CITY OF GALENA, ILLINOIS  
WEST SIDE WATER SYSTEM IMPROVEMENTS 2021

CONTRACT A WATER DISTRIBUTION IMPROVEMENTS  
CONTRACT B WATER TOWER DEMOLITION

PREPARED FOR: City of Galena  
101 Green Street  
Galena, Illinois 61036  
Phone: 815-777-1050  
Fax: 815-777-3083

PREPARED BY: Origin Design Co.  
4155 Pennsylvania Avenue  
Dubuque, Iowa 52002-2628  
Phone: 563-556-2464  
Fax: 563-556-7811

ORIGIN DESIGN PROJECT NO: 20142

	I hereby certify that this Engineering Document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Illinois. For Origin Design Co. Professional Design Firm License #184-000951  6/17/2021
	Christopher A. Becklin, P.E. License Number 062-071513 My license renewal date is November 30, 2021 Pages or sheets covered by this seal: Contract A Technical Specifications Contract B Technical Specifications & Plan Sheet No. C1.01





CITY OF GALENA, ILLINOIS  
WEST SIDE WATER SYSTEM IMPROVEMENTS 2021

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REFERENCE DOCUMENTATION (NOT CERTIFIED BY IIW, P.C.)

1963 Franklin Street Water Tower Plan prepared by Pittsburg-Des Moines Steel Co.



**CONTRACT A**

**WATER DISTRIBUTION IMPROVEMENTS**



## **DIVISION 09 - FINISHES**

High-Performance Coatings.....	099600
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## SECTION 099600 - HIGH-PERFORMANCE COATINGS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes: High-performance coatings and special preparation of surfaces of the proposed process piping within the proposed pressure reducing and check valve stations/structures.

#### 1.2 REFERENCE STANDARDS

- A. Master Painters Institute:
  - 1. MPI - Approved Products List.
  - 2. MPI - Architectural Painting Manual.
- B. SSPC: The Society for Protective Coatings:
  - 1. SSPC - Painting Manual, Volume 2: Systems and Specifications.
  - 2. SSPC-SP 2 - Hand Tool Cleaning.
  - 3. SSPC-SP 3 - Power Tool Cleaning.
  - 4. SSPC-SP 5 - White Metal Blast Cleaning.
  - 5. SSPC-SP 6 - Commercial Blast Cleaning.
  - 6. SSPC-SP 7 - Brush-Off Blast Cleaning.
  - 7. SSPC-SP 10 - Near-White Metal Blast Cleaning.
  - 8. SSPC-SP 11 - Power Tool Cleaning to Bare Metal.

#### 1.3 SUBMITTALS

- A. Product Data:
  - 1. Submit manufacturer information indicating coating materials, and performance ratings.
  - 2. Include MPI - Approved Products Lists with proposed products highlighted.
- B. Samples: Submit one sample illustrating colors for selection.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

#### 1.4 QUALITY ASSURANCE

- A. MPI Standards:
  - 1. Comply with indicated MPI standards.
  - 2. Products: Listed in MPI - Approved Products List.

## 1.5 QUALIFICATIONS

- A. Applicator: Company specializing in performing Work of this Section with minimum three years' documented experience and approved by manufacturer.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Container Labeling: Include manufacturer's name, type of coating, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- B. Inspection:
  - 1. Accept materials on Site in manufacturer's sealed and labeled containers.
  - 2. Inspect for damage and to verify acceptability.
- C. Store materials in ventilated area and otherwise according to manufacturer instructions.
- D. Protection:
  - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
  - 2. Provide additional protection according to manufacturer instructions.

## 1.7 AMBIENT CONDITIONS

- A. Minimum Conditions: Do not install materials when temperature is below 55 degrees F or above 90 degrees F.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.
- C. Subsequent Conditions: Maintain above temperature range, 24 hours before, during, and 72 hours after installation of coating.
- D. Restrict traffic from area where coating is being applied or is curing.

## 1.8 WARRANTY

- A. A two year warranty is applicable.

## PART 2 - PRODUCTS

### 2.1 HIGH-PERFORMANCE COATINGS

- A. Manufacturers:
  - 1. Sherwin-Williams Company, General Polymers.
  - 2. Tnemec Corporation.
  - 3. Substitutions: As approved by Engineer.



## 2.2 COMPONENTS

### A. Coatings:

1. Description:
  - a. Complete multicoat systems formulated and recommended by manufacturer for intended applications and in indicated thicknesses.
  - b. Specified number of coats does not include primer or filler coat.
2. Lead content: None.
3. Chromium Content as Zinc Chromate or Strontium Chromate: None.
4. Maximum VOC Content: As required by applicable regulations.
5. Colors: As selected from manufacturer's standard colors.
  - a. Color shall be dark blue and approved by Owner.

### B. High-Build Epoxy Coating:

1. Description: High-solids, two-component epoxy.
2. Exposure: Moderate.
3. Number of Coats: Two.
4. Finish: Low gloss Satin.
5. Minimum Solids Content: 56 percent by volume.
6. Minimum Dry Film Thickness Per Coat: 3 to 5 mils.
7. Primer:
  - a. Ferrous Metal: Same as Finish Coat.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

#### A. Substrates:

1. Verify that substrate surfaces are ready to receive Work of this Section as indicated by coating manufacturer.
2. Obtain and follow manufacturer instructions for examination and testing of substrates.

### 3.2 PREPARATION

#### A. Clean surfaces of loose foreign matter.

#### B. Remove substances that would bleed through finished coatings; if removal is not possible, seal surface with shellac.

#### C. Remove finish hardware, fixture covers, and accessories and store.

#### D. Existing Painted and Sealed Surfaces:

1. Strip existing paint and coatings from surface.

#### E. Ferrous Metal:

1. Solvent clean.
2. Remove loose rust, loose mill scale, and other foreign substances.

3. Hand Tools: Comply with SSPC-SP 2.
4. Power Tools: Comply with SSPC-SP 3.
5. Blasting: Comply with SSPC-SP 6.

### 3.3 APPLICATION

- A. Comply with MPI - Architectural Painting Manual.
- B. Apply primer to each surface, unless specifically not required by coating manufacturer.
- C. Apply coatings to specified thicknesses.
- D. Apply in uniform thickness coats, without runs, drips, pinholes, brush marks, or variations in color, texture, or finish.
- E. Finish edges, crevices, corners, and other changes in dimension with full coating thickness.

### 3.4 FIELD QUALITY CONTROL

- A. Inspecting and Testing: Comply with MPI - Architectural Painting Manual.

### 3.5 CLEANING

- A. Collect waste material that may constitute fire hazard, place in closed metal containers, and remove daily from Site.
- B. Clean surfaces immediately of overspray, splatter, and excess material.
- C. After coating has cured, clean and replace finish hardware, fixtures, and fittings previously removed.

### 3.6 PROTECTION

- A. Protect adjacent surfaces and materials not receiving coating from overspray.
- B. Mask when necessary to provide adequate protection and repair damage.

### 3.7 ATTACHMENTS

- A. Non-Galvanized Interior Ferrous Metal Pipe, Valves, and Fittings inside pressure reducing stations and check valve station.
  1. High-Build Epoxy Coating.

END OF SECTION 099600

**DIVISION 40 - PROCESS INTERCONNECTIONS**

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## SECTION 400507 - HANGERS AND SUPPORTS FOR PROCESS PIPING

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Pipe hangers and supports for the proposed process piping within the pressure reducing and check valves stations/structures.

#### 1.2 REFERENCE STANDARDS

##### A. American Welding Society:

1. AWS D1.1/D1.1M - Structural Welding Code - Steel.

##### B. ASTM International:

1. ASTM A36/A36M - Standard Specification for Carbon Structural Steel.
2. ASTM A47/A47M - Standard Specification for Ferritic Malleable Iron Castings.
3. ASTM A181/A181M - Standard Specification for Carbon Steel Forgings, for General-Purpose Piping.
4. ASTM A576 - Standard Specification for Steel Bars, Carbon, Hot-Wrought, Special Quality.

##### C. Manufacturers Standardization Society of the Valve and Fittings Industry:

1. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacturer, Selection, Application, and Installation.

#### 1.3 COORDINATION

- ##### A. Coordinate Work of this Section with piping and equipment connections specified in other Sections and as indicated on Drawings.

#### 1.4 SUBMITTALS

- ##### A. Product Data: Submit manufacturer information, including load capacity.
- ##### B. Shop Drawings: Indicate system layout with location, including critical dimensions, sizes, hanger and support locations, and details of trapeze hangers, anchors, and guides.
- ##### C. All applicable product data submittals shall be accompanied by an American Iron and Steel (AIS) Certification Letter. Refer to SRF Requirements and United States Environmental Protection Agency AIS guidelines in the contract documents for product requirements

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- ##### A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.

- B. Store materials according to manufacturer instructions.
- C. Protection:
  - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
  - 2. Provide additional protection according to manufacturer instructions.

## 1.6 EXISTING CONDITIONS

- A. Field Measurements:
  - 1. Verify field measurements prior to fabrication.
  - 2. Indicate field measurements on Shop Drawings.

## PART 2 - PRODUCTS

### 2.1 PIPE HANGERS AND SUPPORTS

- A. Manufacturers:
  - 1. Standon Adjustable Pipe Supports
    - a. Saddle or Flange Supports
  - 2. Substitutions: Shall receive approval for use on the project in accordance with the plans and specifications.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that field dimensions as indicated on Shop Drawings.

### 3.2 INSTALLATION

- A. Do not drill or cut structural members.
- B. Pipe Hangers and Supports:
  - 1. Support horizontal piping as indicated on Drawings.
  - 2. Minimum Vertical Adjustment: 1-1/2 inches.
  - 3. Supports:
    - a. Independently of equipment.
    - b. Riser Piping: Independent of connected horizontal piping.
  - 4. Anchorage: Pipe supports shall be adequately anchored to the floor of the structure per manufacturer recommendations.

END OF SECTION 400507

## SECTION 400512 - BRASS PROCESS PIPE

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes the following for the brass piping and tubing within the pressure reducing and check valve stations/structures:
  - 1. Brass pipe.
  - 2. Brass tube.
  - 3. Fittings.

#### 1.2 REFERENCE STANDARDS

- A. ASME International:
  - 1. ASME B16.23 - Cast Copper Alloy Solder Joint Drainage Fittings: DWV.
- B. ASTM International:
  - 1. ASTM B43 - Standard Specification for Seamless Red Brass Pipe, Standard Sizes.
  - 2. ASTM B135 - Standard Specification for Seamless Brass Tube.
- C. NSF International:
  - 1. NSF 61 - Drinking Water System Components - Health Effects.
  - 2. NSF 372 - Drinking Water System Components - Lead Content.

#### 1.3 SUBMITTALS

- A. Product Data: Submit manufacturer information regarding pipe materials, tube materials, and fittings.
- B. Shop Drawings: Indicate layout of piping systems, including equipment, critical dimensions, sizes, and materials list.
- C. All applicable product data submittals shall be accompanied by an American Iron and Steel (AIS) Certification Letter. Refer to SRF Requirements in the Contract Documents and United States Environmental Protection Agency AIS guidelines included in the contract documents for product requirements.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations of piping, valves and other appurtenances, connections, and top of pipe elevations.

## 1.5 QUALITY ASSURANCE

- A. Permanently mark each length of pipe with manufacturer's name or trademark and indicate conformance to standards.
- B. Materials in Contact with Potable Water: Certified according to NSF 61 and NSF 372.
- C. Perform Work according to Illinois EPA standards.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- B. Store materials according to manufacturer instructions.
- C. Protection:
  - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
  - 2. Protect piping and appurtenances by storing off ground.
  - 3. Provide additional protection according to manufacturer instructions.

## 1.7 EXISTING CONDITIONS

- A. Field Measurements:
  - 1. Verify field measurements prior to fabrication.
  - 2. Indicate field measurements on Shop Drawings.

## PART 2 - PRODUCTS

### 2.1 BRASS PIPE AND FITTINGS

- A. Pipe: Comply with ASTM B43.
- B. Tube: Comply with ASTM B135.
- C. Fittings:
  - 1. Material: Cast bronze.
  - 2. Comply with ASME B16.23.
  - 3. Joints: Mechanical compression or threaded.



## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that field dimensions are as indicated on Shop Drawings.
- B. Inspect existing flanges for nonstandard bolt hole configurations or design, and verify that new pipe and flange mate properly.

### 3.2 PREPARATION

- A. Thoroughly clean pipe, tube, and fittings before installation.

### 3.3 INSTALLATION

- A. Comply with ASME B31.3.
- B. Fittings:
  - 1. Clean gasket seats thoroughly and wipe gaskets clean prior to installation.
  - 2. Install fittings according to manufacturer instructions.
  - 3. Bolts:
    - a. Tighten bolts progressively, drawing up bolts on opposite sides until bolts are uniformly tight.
    - b. Use torque wrench to tighten bolts to manufacturer instructions.
- C. Provide required upstream and downstream clearances from devices as indicated on Shop Drawings.
- D. Install piping with sufficient slopes for venting or draining liquids and condensate to low points.
- E. Disinfection shall be performed in accordance with AWWA C651.
- F. Testing: The brass process piping shall be tested for bacteriological testing in accordance with ductile iron pipe process piping.
- G. Dielectric Fittings: Provide between dissimilar metals.
- H. Field Cuts: According to pipe and tube manufacturer instructions.

### 3.4 TOLERANCES

- A. Laying Tolerance: 5/8 inch.

### 3.5 FIELD QUALITY CONTROL

- A. Inspection:

1. Inspect for damage to pipe lining or coating and for other defects that may be detrimental as determined by Engineer.
2. Repair damaged piping or provide new, undamaged pipe.
3. After installation, inspect for proper supports and interferences.

B. Pressure Testing:

1. Test Pressure: Not less than 170 psi.
2. Conduct hydrostatic test for minimum two hours.
3. Filling:
  - a. Fill section to be tested with water slowly and expel air from piping at high points.
  - b. Install corporation cocks at high points.
  - c. Close air vents and corporation cocks after air is expelled.
  - d. Raise pressure to specified test pressure.
4. Observe joints, fittings, and valves under test.
5. Remove and renew cracked pipe, joints, fittings, and valves showing visible leakage and retest.
6. Leakage:
  - a. Correct visible deficiencies and continue testing at same test pressure for additional two hours to determine leakage rate.
  - b. Maintain pressure within plus or minus 5 psi of test pressure.
  - c. Leakage is defined as quantity of water supplied to piping necessary to maintain test pressure during period of test.
  - d. Compute maximum allowable leakage by following formula:
    - 1)  $L = SD \times \sqrt{P}/C$ .
    - 2) L = testing allowance in gph.
    - 3) S = length of pipe tested in feet.
    - 4) D = nominal diameter of pipe in inches.
    - 5) P = average test pressure during hydrostatic test in psig.
    - 6) C = 148,000.
    - 7) If pipe under test contains sections of various diameters, calculate allowable leakage from sum of computed leakage for each size.
  - e. If test of pipe indicates leakage greater than allowed, locate source of leakage, make corrections, and retest until leakage is within allowable limits.
  - f. Correct visible leaks regardless of quantity of leakage.

### 3.6 CLEANING

- A. Keep pipe interior clean as installation progresses.
- B. After installation, clean pipe interior of soil, grit, and other debris.

END OF SECTION 400512

## SECTION 400519 - DUCTILE IRON PROCESS PIPE

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes the ductile iron pipe process piping within the proposed pressure reducing and check valve stations/structures:

1. Ductile-iron pipe.
2. Ductile-iron, malleable-iron, and cast-iron fittings.
3. Accessories.

#### 1.2 REFERENCE STANDARDS

- A. American Water Works Association:

1. AWWA C104 - Cement-Mortar Lining for Ductile-Iron Pipe and Fittings.
2. AWWA C110 - Ductile-Iron and Gray-Iron Fittings.
3. AWWA C111 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
4. AWWA C115 - Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges.
5. AWWA C150 - Thickness Design of Ductile-Iron Pipe.
6. AWWA C151 - Ductile-Iron Pipe, Centrifugally Cast.
7. AWWA C153 - Ductile-Iron Compact Fittings.

- B. ASME International:

1. ASME B16.1 - Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250.
2. ASME B31.3 - Process Piping.

- C. ASTM International:

1. ASTM A48/A48M - Standard Specification for Gray Iron Castings.

- D. NSF International:

1. NSF 61 - Drinking Water System Components - Health Effects.
2. NSF 372 - Drinking Water System Components - Lead Content.

- E. Society for Protective Coatings:

1. SSPC SP 6 - Commercial Blast Cleaning.

### 1.3 COORDINATION

- A. Coordinate Work of this Section with piping and equipment connections specified in other Sections and indicated on Drawings.

### 1.4 SUBMITTALS

- A. Product Data: Submit manufacturer information regarding pipe and fittings.
- B. Shop Drawings: Indicate layout of piping systems, including equipment, critical dimensions, sizes, and materials lists.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. All applicable product data submittals shall be accompanied by an American Iron and Steel (AIS) Certification Letter. Refer to SRF Requirements in the Contract Documents and United States Environmental Protection Agency AIS guidelines included in the contract documents for product requirements.

### 1.5 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations of piping, valves and other appurtenances, connections, and centerline elevations.
- B. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

### 1.6 QUALITY ASSURANCE

- A. Permanently mark each length of pipe with manufacturer's name or trademark and indicate conformance to standards.
- B. Materials in Contact with Potable Water: Certified according to NSF 61 and NSF 372.
- C. Perform Work according to Illinois EPA standards.

### 1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years' documented experience.

### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- B. Store materials according to manufacturer instructions.

C. Protection:

1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
2. Protect piping and appurtenances by storing off ground.
3. Provide additional protection according to manufacturer instructions.

1.9 EXISTING CONDITIONS

A. Field Measurements:

1. Verify field measurements prior to fabrication.
2. Indicate field measurements on Shop Drawings.

PART 2 - PRODUCTS

2.1 DUCTILE IRON PIPE AND FITTINGS

A. Piping:

1. Comply with AWWA C151.
2. Class: All ductile iron process pipe inside pressure reducing station and check valve station and extending to first buried fitting or joint outside of structure shall be Thickness Class 53.

B. Fittings:

1. Material: AWWA C110, ductile iron.
2. Class : Same as that of connected piping.
3. Flanged Fittings: Comply with AWWA C110.

C. Cement-Mortar Lining:

1. Comply with AWWA C104.
2. Thickness: Standard.

D. Outside Coating:

1. Buried Process Piping:
  - a. Type: Asphaltic.
  - b. Thickness: 1/16th inch minimum.
2. Interior Exposed Service: As specified in Section 099600 - High-Performance Coatings .

2.2 ACCESSORIES

A. Gaskets: SBR.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that field dimensions are as indicated on Shop Drawings.
- B. Inspect existing flanges for nonstandard bolt hole configurations or design, and verify that new pipe and flange mate properly.

### 3.2 PREPARATION

- A. Thoroughly clean pipe and fittings before installation.
- B. Surface Preparation:
  - 1. Clean surfaces to remove loose rust, mill scale, and other foreign substances by SSPC SP 11 Power Tool Cleaning to Bare Metal or commercial sand blasting; SSPC SP 6.
  - 2. Touch up shop-primed surfaces with primer as specified:
    - a. Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
  - 3. Solvent-clean surfaces that are not shop primed.

### 3.3 INSTALLATION

- A. Buried Service Piping: As specified in Illinois Standard Specifications for Water And Sewer Construction in Illinois, 7th Edition, 2014.
- B. Exposed Service Piping:
  - 1. According to ASME B31.3.
  - 2. Run piping straight along alignment as indicated on Shop Drawings, with minimum number of joints.
- C. Fittings:
  - 1. According to manufacturer instructions.
  - 2. Clean gasket seats thoroughly, and wipe gaskets clean prior to installation.
  - 3. Tighten bolts progressively, drawing up bolts on opposite sides until bolts are uniformly tight; use torque wrench to tighten bolts to manufacturer instructions.
  - 4. Provide required upstream and downstream clearances from devices as indicated on Drawings.
- D. Make taps to ductile iron piping only with service saddle, tapping boss of a fitting or valve body, or equipment casting.
- E. Install piping with sufficient slopes for venting or draining liquids and condensate to low points.

- F. Disinfection and Testing: As specified in Illinois Standard Specifications for Water and Sewer Construction in Illinois, 7th Edition, 2014.
- G. Dielectric Fittings: Provide between dissimilar metals.
- H. Field Cuts: According to pipe manufacturer instructions.
- I. Finish primed surfaces according to Section 099600 High-Performance Coatings.

### 3.4 FIELD QUALITY CONTROL

- A. Inspection:
  - 1. Inspect for damage to pipe lining or coating and for other defects that may be detrimental as determined by Engineer.
  - 2. Repair damaged piping or provide new, undamaged pipe.
  - 3. After installation, inspect for proper supports and interferences.
- B. Pressure Testing: As indicated on drawings.

### 3.5 CLEANING

- A. Keep pipe interior clean as installation progresses.
- B. After installation, clean pipe interior of soil, grit, and other debris.

END OF SECTION 400519





## SECTION 400531 - THERMOPLASTIC PROCESS PIPE

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes the following PVC process piping within the proposed pressure reducing and check valve stations/structures:

1. PVC pipe.
2. PVC tube.
3. Fittings.

#### 1.2 REFERENCE STANDARDS

- A. ASME International:

1. ASME B1.1 - Unified Inch Screw Threads (UN and UNR Thread Form).
2. ASME B1.20.1 - Pipe Threads, General Purpose (Inch).
3. ASME B1.20.2M - Pipe Threads, 60 deg., General Purpose.
4. ASME B16.5 - Pipe Flanges and Flanged Fittings: NPS 1/2 through NPS 24 Metric/Inch Standard.
5. ASME B16.21 - Nonmetallic Flat Gaskets for Pipe Flanges.
6. ASME B31.3 - Process Piping.

- B. ASTM International:

1. ASTM A193/A193M - Standard Specification for Alloy-Steel and Stainless Steel Bolting for High Temperature or High Pressure Service and Other Special Purpose Applications.
2. ASTM A194/A194M -Standard Specification for Carbon Steel, Alloy Steel, and Stainless Steel Nuts for Bolts for High Pressure or High Temperature Service, or Both.
3. ASTM D1784 - Standard Specification for Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds.
4. ASTM D1785 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.
5. ASTM D2464 - Standard Specification for Threaded Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.
6. ASTM D2467 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.
7. ASTM D2564 - Standard Specification for Solvent Cements for Poly(Vinyl Chloride) (PVC) Plastic Piping Systems.
8. ASTM D2837 - Standard Test Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials or Pressure Design Basis for Thermoplastic Pipe Products.
9. ASTM D2855 - Standard Practice for Making Solvent-Cemented Joints with Poly(Vinyl Chloride) (PVC) Pipe and Fittings.
10. ASTM D3139 - Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals.

11. ASTM D3892 - Standard Practice for Packaging/Packing of Plastics.
12. ASTM F402 - Standard Practice for Safe Handling of Solvent Cements, Primers, and Cleaners Used for Joining Thermoplastic Pipe and Fittings.
13. ASTM F477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
14. ASTM F656 - Standard Specification for Primers for Use in Solvent Cement Joints of Poly(Vinyl Chloride) (PVC) Plastic Pipe and Fittings.

C. NSF International:

1. NSF 61 - Drinking Water System Components - Health Effects.

1.3 COORDINATION

- A. Coordinate Work of this Section with piping and equipment connections specified in other Sections and indicated on Drawings.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's catalog information regarding pipe and fittings.
- B. Shop Drawings: Indicate layout of piping systems, including equipment, critical dimensions, sizes, and materials lists.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. All applicable product data submittals shall be accompanied by an American Iron and Steel (AIS) Certification Letter. Refer to SRF Requirements in the Contract Documents and United States Environmental Protection Agency AIS guidelines included in the contract documents for product requirements.

1.5 QUALITY ASSURANCE

- A. Permanently mark each length of pipe with manufacturer's name or trademark and indicate conformance to standards.
- B. Materials in Contact with Potable Water: Certified according to NSF 61.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years' documented experience.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Inspection:

1. Accept materials on Site in manufacturer's original packaging and inspect for damage.
  2. Manufacturer's Packaging: Comply with ASTM D3892.
- B. Store materials according to manufacturer instructions.
- C. Protection:
1. Protect materials from puncture, abrasion, moisture, dust, and UV by storing in clean, dry location remote from construction operations areas.
  2. Protect piping and appurtenances by storing off ground.
  3. Provide additional protection according to manufacturer instructions.

## 1.8 AMBIENT CONDITIONS

- A. Minimum and Maximum Temperatures: Do not install pipe when temperature is below 40 degrees F or above 90 degrees F if pipe is exposed to direct sunlight.
- B. UV Protection: Provide pipe installed above ground or outside with UV protection.

## 1.9 EXISTING CONDITIONS

- A. Field Measurements:
1. Verify field measurements prior to fabrication.
  2. Indicate field measurements on Shop Drawings.

## PART 2 - PRODUCTS

### 2.1 PVC PIPE, AND FITTINGS

- A. PVC Pipe and Fittings:
1. Pipe:
    - a. Comply with ASTM D1785.
    - b. Schedule: 80.
  2. Joints: ASTM D2855, socket, solvent welded.
  3. Materials:
    - a. Comply with ASTM D1784.
    - b. Minimum Cell Classification: 12545-C.

### 2.2 FINISHES

- A. Coat machined faces of metallic flanges with temporary rust-inhibitive coating.

## 2.3 ACCESSORIES

### A. PVC Piping:

1. Flange Bolting:
  - a. Hex-Head Bolts: Stainless steel; ASTM A193/A193M; Grade.
  - b. Hex-Head Nuts: Stainless steel; ASTM A194/A194M; Grade.
2. Flange Gaskets:
  - a. Type: Full faced.
  - b. Material: EPDM .
  - c. Comply with ASME B16.21.
3. Solvent Cement:
  - a. Comply with ASTM D2564.
  - b. Primers: Comply with ASTM F656.

## 2.4 SOURCE QUALITY CONTROL

- ### A. Provide shop inspection and testing of completed pipe sections.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- ### A. Verify that field dimensions are as indicated on Shop Drawings.
- ### B. Inspect existing flanges for nonstandard bolt hole configurations or design, and verify that new pipe and flange mate properly.

### 3.2 PREPARATION

- ### A. Thoroughly clean pipe and fittings before installation.
- ### B. Cleaning: Clean surfaces to remove foreign substances.

### 3.3 INSTALLATION

- ### A. Comply with ASME B31.3.
- ### B. Run piping straight along alignment as indicated on Shop Drawings, with minimum number of joints.
- ### C. Fittings:
1. According to manufacturer instructions.
  2. Gaskets:
    - a. Clean seats thoroughly.
    - b. Wipe gaskets clean prior to installation.

3. Tighten bolts progressively, drawing up bolts on opposite sides until bolts are uniformly tight; use torque wrench to tighten bolts to manufacturer instructions.
- D. Provide required upstream and downstream clearances from devices as indicated.
- E. Install piping with sufficient slopes for venting or drainage of liquids and condensate to low points.
- F. Disinfection shall be performed in accordance with AWWA C651.
- G. Testing: The PVC process piping shall be tested for bacteriological testing in accordance with the ductile iron process piping.
- H. Field Cuts: According to pipe manufacturer instructions.

### 3.4 FIELD QUALITY CONTROL

#### A. Inspection:

1. Inspect for piping defects that may be detrimental as determined by the Architect/Engineer.
2. Repair damaged piping, or provide new, undamaged pipe.
3. After installation, inspect for proper supports and interferences.

#### B. Pressure Testing:

1. Test Pressure: Not less than 175 psig.
2. Conduct hydrostatic test for minimum two hours.
3. Filling:
  - a. Fill section to be tested with water slowly and expel air from piping at high points.
  - b. Install corporation cocks at high points.
  - c. Close air vents and corporation cocks after air is expelled.
  - d. Raise pressure to specified test pressure.
4. Observe joints, fittings, and valves under test.
5. Remove and renew cracked pipe, joints, fittings, and valves showing visible leakage and retest.
6. Leakage:
  - a. Correct visible deficiencies and continue testing at same test pressure for additional two hours to determine leakage rate.
  - b. Maintain pressure within plus or minus 5 psi of test pressure.
  - c. Leakage is defined as quantity of water supplied to piping necessary to maintain test pressure during period of test.
  - d. Compute maximum allowable leakage by following formula:
    - 1)  $L = SD \times \sqrt{P}/C$ .
    - 2) L = testing allowance in gph.
    - 3) S = length of pipe tested in feet.
    - 4) D = nominal diameter of pipe in inches.
    - 5) P = average test pressure during hydrostatic test in psig.
    - 6) C = 148,000.
    - 7) When pipe under test contains sections of various diameters, calculate allowable leakage from sum of computed leakage for each size.

- e. If test of pipe indicates leakage greater than allowed, locate source of leakage, make corrections, and retest until leakage is within allowable limits.
- f. Correct visible leaks regardless of quantity of leakage.

### 3.5 CLEANING

- A. Keep pipe interior clean as installation progresses.
- B. Clean pipe interior of soil, grit, shavings, and other debris after pipe installation.

END OF SECTION 400531

## SECTION 400551 - COMMON REQUIREMENTS FOR PROCESS VALVES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes the following valves in the proposed process piping within the proposed pressure reducing and check valve stations/structures:

- 1. Valves.

#### 1.2 REFERENCE STANDARDS

- A. American Water Works Association:

- 1. AWWA C550 - Protective Interior Coatings for Valves and Hydrants.

- B. ASTM International:

- 1. ASTM B62 - Standard Specification for Composition Bronze or Ounce Metal Castings.
  - 2. ASTM B584 - Standard Specification for Copper Alloy Sand Castings for General Applications.

- C. Manufacturers Standardization Society:

- 1. MSS SP-25 - Standard Marking System for Valves, Fittings, Flanges, and Unions.

- D. NSF International:

- 1. NSF 61 - Drinking Water System Components - Health Effects.
  - 2. NSF 372 - Drinking Water System Components - Lead Content.

#### 1.3 SUBMITTALS

- A. Product Data:

- 1. Submit manufacturer information for actuator with model number and size indicated.

- B. Valve-Labeling Schedule: Indicate valve locations and nametag text.

- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

- D. All applicable product data submittals shall be accompanied by an American Iron and Steel (AIS) Certification Letter. Refer to SRF Requirements in the Contract Documents and United States Environmental Protection Agency AIS guidelines included in the contract documents for product requirements.

- E. Manufacturer Instructions: Submit installation instructions and special requirements.

#### 1.4 QUALITY ASSURANCE

- A. Maintain clearances as indicated on Drawings.
- B. Ensure that materials of construction of wetted parts are compatible with process liquid.
- C. Materials in Contact with Potable Water: Certified to NSF 61 and NSF 372.
- D. Perform Work according to Illinois EPA standards.

#### 1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years' documented experience.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- B. Store materials according to manufacturer instructions.
- C. Protection:
  - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
  - 2. Protect valve ends from entry of foreign materials by providing temporary covers and plugs.
  - 3. Provide additional protection according to manufacturer instructions.

#### 1.7 EXISTING CONDITIONS

- A. Field Measurements:
  - 1. Verify field measurements prior to fabrication.
  - 2. Indicate field measurements on Shop Drawings.

#### 1.8 WARRANTY

- A. Furnish 2 -year manufacturer's warranty for valves and actuators.



## PART 2 - PRODUCTS

### 2.1 VALVES

- A. Description: Valves, operator, actuator, handwheel, chainwheel, extension stem, floor stand, worm and gear operator, operating nut, chain, wrench, and other accessories as required.
- B. Valve Ends: Compatible with adjacent piping system.
- C. Operation:
  - 1. Open by turning counterclockwise ; close by turning clockwise.
  - 2. Cast directional arrow on valve or actuator with OPEN and CLOSE cast on valve in appropriate location.
- D. Valve Marking and Labeling:
  - 1. Marking: Comply with MSS SP-25.
- E. Valve Construction:
  - 1. Bodies: Rated for maximum temperature and pressure to which valve will be subjected as specified in valve Sections.
  - 2. Bonnets:
    - a. Flanged to body and of same material and pressure rating as body.
    - b. Furnish glands, packing nuts, or yokes as specified in valve Sections.
  - 3. Stems and Stem Guides:
    - a. Materials and Seals: As specified in valve Sections.
    - b. Bronze Valve Stems: According to ASTM B584.
  - 4. Nuts and Bolts: Stainless Steel.

### 2.2 FINISHES

- A. Valve Lining and Coating: Comply with AWWA C550.
- B. Exposed Valves: As specified in Section 099600 - High-Performance Coatings.
- C. Do not coat flange faces of valves unless otherwise specified.

### 2.3 SOURCE QUALITY CONTROL

- A. Testing: Test valves according to manufacturer's standard testing protocol, including hydrostatic, seal, and performance testing.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that piping system is ready for valve installation.

### 3.2 INSTALLATION

- A. Install valves, actuators, extensions, valve boxes, and accessories according to manufacturer instructions.
- B. Firmly support valves to avoid undue stresses on piping.
- C. Coat studs, bolts and nuts with anti-seizing lubricant.
- D. Clean field welds of slag and splatter to provide a smooth surface.
- E. Install valves with stems upright or horizontal, not inverted.
- F. Install brass male adapters on each side of valves in copper-piped system and solder adapters to pipe.
- G. Install valves with clearance for installation of insulation and to allow access.
- H. Provide access where valves and fittings are not accessible.
- I. Valve Applications:
  - 1. Install shutoff drain valves at locations as indicated on Drawings and as specified in this Section.
  - 2. Install shutoff and isolation valves.
  - 3. Isolate equipment, part of systems, or vertical risers as indicated on Drawings.
  - 4. Install valves for throttling, bypass, or manual flow control services as indicated on Drawings.
  - 5. Install ball, butterfly, and gate valves in water systems for shutoff service.

### 3.3 FIELD QUALITY CONTROL

- A. Valve Field Testing:
  - 1. Test for proper alignment.
  - 2. If specified by valve Section, field test equipment to demonstrate operation without undue noise, vibration, or overheating.
  - 3. Engineer will witness field testing.

END OF SECTION 400551

## SECTION 400563 - BALL VALVES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes the ball valves for within the proposed pressure reducing and check valve stations/structures:

1. Brass ball valves.
2. Plastic ball valves.

#### 1.2 REFERENCE STANDARDS

- A. ASME International:

1. ASME B16.1 - Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250.
2. ASME B16.5 - Pipe Flanges and Flanged Fittings: NPS 1/2 through NPS 24 Metric/Inch Standard.
3. ASME B16.11 - Forged Fittings, Socket-Welding and Threaded.
4. ASME B16.42 - Ductile Iron Pipe Flanges and Flanged Fittings: Classes 150 and 300.
5. ASME B1.20.1 - Pipe Threads, General Purpose, Inch.
6. ASME B1.20.2 - Pipe Threads, 60 deg. General Purpose (Metric).

- B. ASTM International:

1. ASTM D1784 - Standard Specification for Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds.
2. ASTM D3222 - Standard Specification for Unmodified Poly(Vinylidene Fluoride) (PVDF) Molding Extrusion and Coating Materials.
3. ASTM D4101 - Standard Specification for Propylene Injection and Extrusion Materials.

- C. Manufacturers Standardization Society of the Valve and Fittings Industry:

1. MSS SP-110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends.

### PART 2 - PRODUCTS

#### 2.1 RUBBER-SEATED BALL VALVES

- A. Manufacturers:

1. Apollo Liquid Ball Valves, Model 77CLF.
2. Substitutions: Shall receive approval in accordance with the plans and specifications.

B. Smaller Than 4 Inches:

1. Comply with MSS SP 110.
2. Minimum Working Pressure: 250 psi.
3. Body:
  - a. Type: Two piece.
  - b. Material: Bronze.
4. Ball: Brass, chrome plated.
5. Port: Full.
6. Seats: PTFE.
7. Stem: Blowout proof.
8. End Connections: Threaded.
9. Operator: Hand lever.
10. Finishes: As specified in Section 400551 - Common Requirements for Process Valves.
11. Country of Origin: Brass ball valves shall be manufactured in the USA.

## 2.2 PLASTIC BALL VALVES

A. Manufacturers:

1. Spears Manufacturing Company.
  - a. Schedule 80 True Union 200 Industrial Ball Valves.
2. Substitutions: Shall receive approved in accordance with the plans and specifications.

B. Description:

1. Minimum Working Pressure: 235 psi.
2. End Connections:
  - a. Socket.

C. Operator: Tee handle.

D. Materials:

1. Body and Ball: PVC, ASTM D1784.
2. Seats: EPDM.

## 2.3 SOURCE QUALITY CONTROL

A. As specified in Section 400551 - Common Requirements for Process Valves.

B. Testing: Test ball valves according to AWWA C507.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

A. According to AWWA C507.

END OF SECTION 400563

## SECTION 400564 - BUTTERFLY VALVES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes for the proposed butterfly valves within the proposed pressure reducing and check valve stations/structures:

1. Rubber-seated butterfly valves.

#### 1.2 REFERENCE STANDARDS

- A. American Water Works Association:

1. AWWA C504 - Rubber-Seated Butterfly Valves.

- B. ASME International:

1. ASME B16.1 - Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250.
2. ASME B16.5 - Pipe Flanges and Flanged Fittings: NPS 1/2 through NPS 24 Metric/Inch Standard.
3. ASME B16.42 - Ductile Iron Pipe Flanges and Flanged Fittings: Classes 150 and 300.

- C. ASTM International:

1. ASTM A536 - Standard Specification for Ductile Iron Castings.
2. ASTM D1784 - Standard Specification for Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds.
3. ASTM D3222 - Standard Specification for Unmodified Poly(Vinylidene Fluoride) (PVDF) Molding Extrusion and Coating Materials.
4. ASTM D4101 - Standard Specification for Propylene Injection and Extrusion Materials.

#### 1.3 SUBMITTALS

- A. As specified in Section 400551 - Common Requirements for Process Valves: Submittal requirements for compliance with this Section.
- B. All applicable product data submittals shall be accompanied by an American Iron and Steel (AIS) Certification Letter. Refer to SRF Requirements and United States Environmental Protection Agency AIS guidelines included in the contract documents for product requirements.

## PART 2 - PRODUCTS

### 2.1 RUBBER-SEATED BUTTERFLY VALVES

#### A. Manufacturers:

1. Clow Valve Company; a subsidiary of McWane, Inc.
2. Kennedy Valve Company; a division of McWane, Inc.
3. Mueller Co.
4. Substitutions: Shall receive approval for use on the project in accordance with the plans and specifications.

#### B. Description:

1. Comply with AWWA C504.
2. Minimum Working Pressure: 200 psi.
3. Style: Flanged.
4. Shaft: Self-lubricating.
5. Seats:
  - a. Mounting: On body/disc for valves 24 inches and smaller.
6. Packing: Replaceable without dismantling valve.
7. End Connections: Comply with ASME B16.1.

#### C. Operator:

1. Ten-position lever handle.
2. Gear Actuators for Manual Valves: Comply with AWWA C504.

#### D. Materials:

1. Body: Ductile iron, ASTM A536.
2. Stem: ASTM B584 Bronze.
3. Disc: Ductile iron, ASTM A536.
4. Seats:
  - a. Type: Resilient and replaceable.
  - b. Material: EPDM rubber.
5. Seating Surfaces: Type 316 stainless steel.
6. Connecting Hardware: Type 316 stainless steel.

#### E. Finishes: As specified in Section 400551 - Common Requirements for Process Valves.

### 2.2 SOURCE QUALITY CONTROL

#### A. Testing: Test butterfly valves according to AWWA C504.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. As specified in Section 400551 - Common Requirements for Process Valves: Submittal requirements for compliance with this Section.

### 3.2 INSTALLATION

- A. According to AWWA C504.

END OF SECTION 400564





## SECTION 400565.23 - SWING CHECK VALVES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes: Swing check valves 3 inches and larger for within the proposed pressure reducing and check valve stations/structures.

#### 1.2 REFERENCE STANDARDS

- A. American Water Works Association:

- 1. AWWA C508 - Swing-Check Valves for Waterworks Service, 2-In. Through 24-In. (50-mm Through 600-mm) NPS.

- B. ASME International:

- 1. ASME B16.1 - Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250.
- 2. ASME B16.42 - Ductile Iron Pipe Flanges and Flanged Fittings: Classes 150 and 300.

- C. ASTM International:

- 1. ASTM A126 - Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.
- 2. ASTM A536 - Standard Specification for Ductile Iron Castings.
- 3. ASTM B62 - Standard Specification for Composition Bronze or Ounce Metal Castings.
- 4. ASTM B148 - Standard Specification for Aluminum-Bronze Sand Castings.

- D. NSF International:

- 1. NSF 61 - Drinking Water System Components - Health Effects.
- 2. NSF 372 - Drinking Water System Components - Lead Content.

- E. SSPC - The Society for Protective Coatings:

- 1. SSPC SP 6 - Commercial Blast Cleaning.

#### 1.3 COORDINATION

- A. Coordinate Work of this Section with piping and equipment connections as specified in other Sections and as indicated on Drawings.

#### 1.4 SUBMITTALS

- A. As specified in Section 400551 - Common Requirements for Process Valves: Submittal requirements for compliance with this Section.
- B. All applicable product data submittals shall be accompanied by an American Iron and Steel (AIS) Certification Letter. Refer to SRF Requirements and United States Environmental Protection Agency AIS guidelines included in the contract documents for product requirements.

#### 1.5 QUALITY ASSURANCE

- A. Materials in Contact with Potable Water: Certified according to NSF 61 and NSF 372.
- B. Perform Work according to Illinois EPA standards.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- B. Store materials according to manufacturer instructions.
- C. Protection:
  - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
  - 2. Protect valves and appurtenances by storing off ground.
  - 3. Provide additional protection according to manufacturer instructions.

#### 1.7 WARRANTY

- A. Furnish two -year manufacturer's warranty for swing check valves.

### PART 2 - PRODUCTS

#### 2.1 SWING CHECK VALVES

- A. Manufacturers:
  - 1. Val-Matic Valve & Manufacturing Corp.
    - a. Model: 500A Swing-Flex Check Valve.
  - 2. Substitutions: Shall receive approval for use on the project in accordance with the plans and specifications.
- B. Description:
  - 1. Type: Full flow body type, with a domed access cover and only one flexible disc.
  - 2. Size: 3 inches and larger.
  - 3. Comply with AWWA C508.

4. Flow Area: Full open , equal to connecting nominal pipe diameter.
5. Mounting: Horizontal or vertical.
6. End Connections: Flanged, ASME B16.1.
7. The disc shall be of one-piece construction, precision molded with an integral O-ring type sealing surface and reinforced with alloy steel. The flex portion of the disc contains nylon reinforcement and shall be warranted for twenty-five years.

C. Materials:

1. Body and Cover: Ductile iron, ASTM A536.
2. Disc: EPDM.
3. Connecting Hardware: Type 304 stainless steel.

D. Finishes: As specified in Section 400551 - Common Requirements for Process Valves.

## 2.2 SOURCE QUALITY CONTROL

A. Testing:

1. Hydrostatically test check valves at twice rated pressure according to AWWA C508.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that field dimensions are as indicated on Shop Drawings.
- B. Inspect existing flanges for nonstandard bolt-hole configurations or design, and verify that new valve and flange mate properly.

### 3.2 PREPARATION

- A. Thoroughly clean valves before installation.
- B. Surface Preparation:
  1. Touch up shop-primed surfaces with primer as specified in Section 099600 - High Performance Coatings.
  2. Solvent-clean surfaces that are not shop primed.
  3. Clean surfaces to remove loose rust, mill scale, and other foreign substances by power wire brushing.
  4. Prime surfaces as specified in Section.

### 3.3 INSTALLATION

- A. According to AWWA C508 and manufacturer instructions.
- B. Dielectric Fittings: Provide between dissimilar metals.

### 3.4 FIELD QUALITY CONTROL

#### A. Inspection:

1. Inspect for damage to valve lining or coating and for other defects that may be detrimental as determined by Engineer.
2. Repair damaged valve or provide new, undamaged valve.
3. After installation, inspect for proper supports and interferences.

#### B. Pressure test valves with piping.

### 3.5 CLEANING

#### A. Keep valve interior clean as installation progresses.

#### B. After installation, clean valve interior of soil, grit, loose mortar, and other debris.

END OF SECTION 400565.23

## SECTION 400567.36 - PRESSURE-REGULATING VALVES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes the following within the proposed pressure reducing valve and check valve stations/structures:

1. Pressure-reducing valves.

#### 1.2 REFERENCE STANDARDS

- A. ASME International:

1. ASME B1.20.1 - Pipe Threads, General Purpose (Inch).
2. ASME B16.42 - Ductile Iron Pipe Flanges and Flanged Fittings, Classes 150 and 300.

- B. ASTM International:

1. ASTM A126 - Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.
2. ASTM A216/A216M - Standard Specification for Steel Castings, Carbon, Suitable for Fusion Welding, for High-Temperature Service.
3. ASTM A536 - Standard Specification for Ductile Iron Castings.
4. ASTM B62 - Standard Specification for Composition Bronze or Ounce Metal Castings.

- C. American Water Works Association:

1. AWWA C550 - Protective Interior Coatings for Valves and Hydrants.

- D. NSF International:

1. NSF 61 - Drinking Water System Components - Health Effects.
2. NSF 372 - Drinking Water System Components - Lead Content.

#### 1.3 COORDINATION

- A. Coordinate with installation of process piping.

#### 1.4 SUBMITTALS

- A. Product Data: Submit manufacturer catalog information.
- B. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

- C. Manufacturer Instructions: Submit special procedures and setting dimensions.
- D. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.
- E. Qualifications Statement:
  - 1. Submit qualifications for manufacturer.

## 1.5 QUALITY ASSURANCE

- A. Materials in Contact with Potable Water: Certified to NSF Standards 61 and 372.

## 1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years' documented experience.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- B. Store materials according to manufacturer instructions.
- C. Protection:
  - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
  - 2. Furnish temporary end caps and closures on piping and fittings and maintain in place until installation.
  - 3. Provide additional protection according to manufacturer instructions.

## 1.8 EXISTING CONDITIONS

- A. Field Measurements:
  - 1. Verify field measurements prior to fabrication.
  - 2. Indicate field measurements on Shop Drawings.

## 1.9 WARRANTY

- A. Furnish two -year manufacturer's warranty for atmospheric vacuum breaker backflow preventers.

## PART 2 - PRODUCTS

### 2.1 PRESSURE-REDUCING VALVES

- A. Manufacturers:
  - 1. CLA-VAL.
- B. Substitutions: Not permitted.
- C. Description:
  - 1. Normally closed valves to maintain constant downstream pressure regardless of changing flow rate or varying inlet pressure.
  - 2. Type: Pilot operated.
  - 3. Furnish V-ports for pressure control at low flows.
  - 4. Indicator Rod: Attached to piston for visual position indication.
- D. Pilot Valves:
  - 1. Type: Globe.
  - 2. Body: Bronze.
- E. End Connections:
  - 1. Flanged, ASME B16.42, Class 150.
- F. Materials:
  - 1. Body: Ductile iron, ASTM A536.
  - 2. Disc and Diaphragm:
    - a. Buna-N rubber.
    - b. Disc Retainer and Diaphragm Washer: Cast iron.
  - 3. Trim: Stainless steel.
  - 4. Stem, Nut, and Spring:
    - a. Stem: Dura-Kleen(R) Stem.
    - b. Nut and Spring: Stainless steel.
  - 5. Control Piping: Bronze with stainless-steel wetted trim.
- G. Interior Coating: Coat cast-iron and ductile-iron surfaces with epoxy coating according to AWWA C550.
- H. Accessories:
  - 1. Pilot isolation cocks.
- I. Model: The pressure reducing valves shall the model indicated on the plans for each respective pressure reducing station/structure.

## 2.2 SOURCE QUALITY CONTROL

- A. Provide shop inspection and testing of completed assembly.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that field dimensions are as indicated on Shop Drawings.
- B. Inspect existing flanges for nonstandard bolthole configurations or design and verify that new pipe and flanges mate properly.

### 3.2 PREPARATION

- A. Thoroughly clean end connections before installation.
- B. Close pipe and equipment openings with caps or plugs during installation.
- C. Cleaning: Clean surfaces to remove foreign substances.

### 3.3 INSTALLATION

- A. According to manufacturer instructions and local code requirements.
- B. Install with nameplate and test cock accessible.

### 3.4 FIELD QUALITY CONTROL

- A. After installation, inspect for interferences and proper supports.
- B. Testing:
  - 1. Hydrostatic: Test each assembled valve, except control piping, hydrostatically at 1-1/2 times rated working pressure for minimum five minutes.
  - 2. Leakage:
    - a. Test each valve for leakage at rated working pressure against closed valve.
    - b. Test Duration: Minimum 15 minutes.
    - c. Permitted Leakage: Zero.
  - 3. Perform functional test on each valve to verify specified performance.
- C. Repair damaged coatings with material equal to original coating.

### 3.5 CLEANING

- A. Keep interior of valves clean as installation progresses.



### 3.6 DEMONSTRATION

- A. Demonstrate equipment startup, shutdown, routine maintenance, and emergency repair procedures to Owner's personnel.

### 3.7 ATTACHMENTS

- A. Pressure-Reducing Valve Schedule:

1. Irvine Street PRV:
  - a. Pressure:
    - 1) Upstream: 93 psi.
    - 2) Downstream Set Point: 65 psi.
2. Hill Street PRV
  - a. Pressure:
    - 1) Upstream: 77psi.
    - 2) Downstream Set Point: 48 psi.
3. Ext. of Clay Street PRV
  - a. Pressure:
    - 1) Upstream: 94 psi.
    - 2) Downstream Set Point: 53 psi.
4. Franklin Street PRV
  - a. Pressure:
    - 1) Upstream: 122 psi.
    - 2) Downstream Set Point: 81 psi.
5. Meeker Street PRV
  - a. Pressure:
    - 1) Upstream: 89 psi.
    - 2) Downstream Set Point: 47 psi.
6. Shadow Bluff Drive PRV (2")
  - a. Pressure:
    - 1) Upstream: 95 psi.
    - 2) Downstream Set Point: 67 psi.
7. Shadow Bluff Drive PRV (6")
  - a. Pressure:
    - 1) Upstream: 95 psi.
    - 2) Downstream Set Point: 60 psi.
8. Gear Street PRV
  - a. Pressure:
    - 1) Upstream: 101 psi.
    - 2) Downstream Set Point: 53 psi.

END OF SECTION 400567.36



## SECTION 407313 - PRESSURE AND DIFFERENTIAL PRESSURE GAUGES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes: Pressure gages within the proposed pressure reducing and check valve stations/structures.

#### 1.2 REFERENCE STANDARDS

- A. ASME International:

- 1. ASME B40.100 - Pressure Gauges and Gauge Attachments.

- B. NSF International:

- 1. NSF 61 - Drinking Water System Components - Health Effects.
  - 2. NSF 372 - Drinking Water System Components - Lead Content.

#### 1.3 COORDINATION

- A. Coordinate Work of this Section with piping Work.

#### 1.4 SUBMITTALS

- A. Product Data: Submit manufacturer information for system materials and component equipment, including connection requirements.
- B. All applicable product data submittals shall be accompanied by an American Iron and Steel (AIS) Certification Letter. Refer to the requirements within the project Contract Documents for the AIS requirements associated with the project.
- C. Shop Drawings:
  - 1. Indicate system materials and component equipment.
  - 2. Submit installation requirements and other details.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations of equipment and accessories.

## 1.6 QUALITY ASSURANCE

- A. Ensure that materials of construction of wetted parts are compatible with process liquid.
- B. Materials in Contact with Potable Water: Certified to NSF 61 and NSF 372.
- C. Perform Work according to Illinois EPA standards.

## 1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years' documented experience.

## 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- B. Store materials according to manufacturer instructions.
- C. Protection:
  - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
  - 2. Provide additional protection according to manufacturer instructions.

## 1.9 WARRANTY

- A. Furnish two -year manufacturer's warranty for pressure gages.

# PART 2 - PRODUCTS

## 2.1 PRESSURE GAGES

- A. Manufacturers:
  - 1. Weksler
    - a. Model: Regal BY14.
  - 2. Substitutions: Shall receive approval in accordance with the plans and specifications.
- B. Type: Liquid Filled Pressure Gauge.
- C. Dials:
  - 1. Nominal Diameter: 4-1/2 inches.
  - 2. Face: White, laminated plastic dials with black graduations.
  - 3. Scale: Extend over arc not less than 270 degrees.
  - 4. Ranges and Graduation Units: As indicated 0 to 160 psi.

D. Cases:

1. Liquid filled.
2. Material: Stainless steel or polypropylene.
3. Type: Blowout protected.
4. Windows:
  - a. Material: Clear, shatterproof glass.
  - b. Thickness: 1/8 inch.
  - c. Provide gasket.

E. Connection:

1. Location: Bottom.
2. Socket:
  - a. 1/4-inch NPT male thread.
  - b. Material: Brass forging.
  - c. Extend a minimum 1-1/4 inches below gage cases.
  - d. Provide wrench flats.

F. Measuring Element:

1. Accuracy:
  - a. Comply with ASME B40.100.
  - b. Plus and minus 3 percent of full-scale range.

G. Adjustment:

1. Provide for zero-reading adjustment.
2. Adjusting Screws: Accessible from rear of case without need for disassembly.

H. Accessories:

1. Pressure Snubber:
  - a. Material: Type 316 stainless steel or brass.
  - b. Provide isolation ball valve.

## 2.2 SOURCE QUALITY CONTROL

- A. Provide shop inspection and testing of completed assembly.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that items provided by other Sections of Work are ready to receive Work of this Section.

### 3.2 INSTALLATION

- A. According to manufacturer instructions.
- B. Coordinate location and orientation of gages and seal assemblies with final piping and equipment installations.
- C. Ensure that gages are located to be easily read during operation and easily accessible for maintenance.

### 3.3 FIELD QUALITY CONTROL

- A. Equipment Acceptance:
  - 1. Adjust, repair, modify, or replace components failing to perform as specified and rerun tests.
  - 2. Make final adjustments to equipment under direction of manufacturer's representative.

### 3.4 DEMONSTRATION

- A. Demonstrate equipment startup, shutdown, routine maintenance, and emergency repair procedures to Owner's personnel.

END OF SECTION 407313

**CONTRACT B**

**WATER TOWER DEMOLITION**





**DIVISION 02 - EXISTING CONDITIONS**

Structure Demolition..... 024116



## SECTION 024116 - STRUCTURE DEMOLITION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes the specifications and requirements associated with the demolition of the existing City of Galena, Illinois, Franklin Street Water Tower.

#### 1.2 SUBMITTALS

- A. Shop Drawings: Indicate:
  - 1. Demolition and removal sequence and location of salvageable items.
  - 2. Location and construction of barricades fences and temporary Work.

#### 1.3 QUALIFICATIONS

- A. The work described in this section shall be performed by a company that specializes in the demolition of water towers or similar structures. The company performing the demolition shall have a minimum of 10 years of experience in demolishing water towers and standpipes. The demolition company shall have successfully demolished a minimum of 30 water towers/standpipes within the last 10 years. Documentation of the Contractors experience may be required to be supplied to the Engineer and Owner prior to contract award.

#### 1.4 EXISTING CONDITIONS

- A. The City will remove all their existing controls equipment that they wish to salvage prior to the Contractor arriving on-site.
- B. Owner assumes no responsibility for actual condition of the structure to be demolished.
- C. Notify Engineer upon discovery of hazardous materials other than those identified below.
- D. Do not sell demolished materials on-site.

## PART 2 - PRODUCTS

### 2.1 Not Used.

## PART 3 - EXECUTION

### 3.1 UTILITIES

- A. The City has isolated the existing water tower from the distribution system and drained the tank. The Contractor will be required to drain the remaining water in the riser pipe. The power for the level control system and SCADA has been deactivated. There are no known telephone lines to the water tower. There are no sewer lines, gas lines, or drainage lines connected to the standpipe.
- B. The water tower demolition contractor is not responsible for foundation removal, the need for excavation is not anticipated. However, the demolition contractor should contact the Illinois Julie Locate System Call 811 to determine the location of any underground utilities in the vicinity of the water tower.

### 3.2 WATER TOWER INFORMATION

- A. The Franklin Street Water Tower that is to be demolished was built in 1963 by the Pittsburgh Des-Moines Steel Co. The Water Tower has a storage capacity of 500,000 gallons. The height of the water tower is 91 feet to the high water line above existing grade. The diameter of the water tower is 50 feet. A copy of the Water Tower erection plan from Pittsburgh Des-Moines Steel Co. is included in the contract documents.
- B. KLM Engineering Inc. performed an inspection of the Franklin Street Water tower in May of 2020. The demolition contractor shall reference this inspection report for information on the existing coating system and additional information on the condition of the existing water tower. The inspection report generated by KLM Engineering Inc. may be requested by contacting the City of Galena.
- C. According to the KLM Engineering Inc. inspection report the exterior coating of the tower is classified as lead-based paints. Chromium levels in the test samples indicate levels from 0.0051 to 2.4 percent chromium. The water tower demolition contractor shall utilize procedures deemed necessary and appropriate in handling the lead painted steel including Chromium in accordance with applicable local, state and Federal regulations. After the standpipe has been removed the demolition contractor shall vacuum the site to remove any paint chips and cutting slag. The vacuum exhaust shall be filtered. The Contractor shall dispose of vacuumed material in a safe and legal manner. If applicable, the Contractor shall remobilize to vacuum the site once the snow during the demolition work being completed. The costs of dealing with the lead paint with Chromium, including the scrap steel, and site cleanup shall be included in the lump sum bid amount of the water tower demolition.

### 3.3 WATER DEMOLITION

- A. The project shall include the demolition of the steel structure (tank, ladder, etc.). The Contractor is not responsible for removing the existing concrete foundation, including the above ground concrete. The City will isolate the tank from the existing water system and will install a blind flange on the riser pipe, once the riser pipe has been removed by the Contractor.
- B. All portions of the existing steel standpipe including the tank, ladders, and all portions of the existing water tower materials are to become property of the Contractor. The Contractor shall remove all materials from the site and dispose of them in accordance with the applicable laws and regulations. The Contractor will be responsible of any costs associated with the disposal of materials. Recycling of materials is encouraged to the greatest extents.
- C. The City has received approval from the property owned directly north of the water tower for the Contractor to utilize for staging or tipping of the water tower. The Contractor shall not cause damage to any of the existing trees around the existing water tower, unless approved by the Engineer and Owner.

### 3.4 SITE ACCESS

- A. The existing standpipe is located northwest of Galena Middle School and is located along Franklin Street approximately 750 feet southeast of the intersection of Highway 20 and Franklin Street.

### 3.5 RESTORATION

- A. The Contractor shall level, scarify and seed any disturbed areas due to the tank demolition process. Seeding, mulching and fertilizing shall be completed in accordance with Section 21 of the Standard Specifications for Water and Sewer Construction in Illinois, 7th Edition.
- B. The Contractor shall replace any pavement that is damaged during the tower demolition process. The pavement shall be replaced in accordance with applicable sections of the Standard Specifications for Water and Sewer Construction in Illinois, 7th Edition and Illinois DOT requirements.

### 3.6 PAYMENT

- A. All work associated with the water tower demolition including but not limited to: traffic control, surface restoration (including pavement replacement, if applicable), site cleanup, etc. shall be considered incidental to the water tower demolition. Water tower demolition shall be paid for by the lump sum.

END OF SECTION 024116



**DIVISION 32 - EXTERIOR IMPROVEMENTS**

Chain Link Fences and Gates.....	323113
----------------------------------	--------





## SECTION 323113 - CHAIN LINK FENCES AND GATES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes: The requirements for the replacement and installation of the fencing surrounding the City's well building adjacent to the City's Franklin Street Water Tower project.
1. Fence framework, fabric, and accessories.
  2. Excavation for post bases.
  3. Concrete foundation for posts.

#### 1.2 REFERENCES

- A. ASTM International:
1. ASTM A121 - Standard Specification for Metallic-Coated Carbon Steel Barbed Wire.
  2. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
  3. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
  4. ASTM A392 - Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric.
  5. ASTM A817 - Standard Specification for Metallic-Coated Steel Wire for Chain-Link Fence Fabric and Marcellled Tension Wire.
  6. A1011/A1011M-07 Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength.
  7. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
  8. ASTM F552 - Standard Terminology relating to Chain Link Fencing.
  9. ASTM F567 - Standard Practice for Installation of Chain-Link Fence.
  10. ASTM F626 - Standard Specification for Fence Fittings.
  11. ASTM F1043 - Standard Specification for Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework.
  12. ASTM F1083 - Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures.
- B. Chain Link Fence Manufacturers Institute:
1. CLFMI - Product Manual.

#### 1.3 SUBMITTALS

- A. Shop Drawings: Indicate plan layout, spacing of components, post foundation dimensions, hardware anchorage, gates, and schedule of components.
- B. Product Data: Submit data on fabric, posts, accessories, fittings and hardware.
- C. Manufacturer's Installation Instructions: Submit installation requirements.

#### 1.4 QUALITY ASSURANCE

- A. Supply material according to CLFMI - Product Manual.
- B. Perform installation according to ASTM F567.

#### 1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.
- B. Installer: Company specializing in performing work of this section with minimum 3 years documented experience.

#### 1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver fence fabric and accessories in packed cartons or firmly tied rolls.
- B. Identify each package with manufacturer's name.
- C. Store fence fabric and accessories in secure and dry place.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS AND COMPONENTS

- A. Materials and Components: Conform to CLFMI Product Manual.
- B. Fence Fabric: Chainlink fabric to be zinc coated in accordance with ASTM A 392. Fence fabric to meet the requirements of ASTM A 817. Fence fabric to be No. 9 gauge wire woven in 2 inch continuous mesh, without knots or ties except in the form of the knuckling or twisting of the ends of the wire to form the desired selva of the fabric. Fence fabric shall be 6 feet in height.
- C. Fence Posts, Rails and Braces
  - 1. Stand weight (Schedule 40) pipe complying with ASTM F1083.
  - 2. Galvanized pipe inside and out.
  - 3. Line post size to be 2.5" diameter.
  - 4. Terminal post (corner, angle and pull posts) to be 3" diameter.
  - 5. Top/intermediate rail braces to be 1-1/4" diameter.
  - 6. Provide caps for all posts. Comply with ASTM F 626.
- D. Fittings
  - 1. Comply with ASTM F 626.
  - 2. Provide attachments to connect braces to posts by fittings that will hold both post and brace rigidly.

3. Provide 3/8 inch diameter round steel diagonal tension rods with an appropriate commercial means for tightening. Provide a locknut or other device to hold the tightening device in place.
4. Provide a suitable sleeve or coupling device, recommended by the manufacturer, to connect sections of top rail and provide for expansion and contraction.
5. Use stretcher (tension) bars of the size specified in ASTM F626 with suitable bands for attaching fabric to corner or end.

E. Tie Wire and Tension Wire

1. Tie Wire: Provide tie wires for chain link fence that are the size and type the manufacturer recommends, but no smaller than No. 9 diameter for post ties or No. 12 diameter for rail and brace ties. Comply with ASTM F 626.
2. Tension Wire: Comply with ASTM A 824, with Type I or Type II (Class 3) coating per ASTM A 817.

F. Barbed Wire Supporting Arms

1. Comply with ASTM F 626 for type of arm configuration specified in the contract documents, as listed below:
  - a. Type I: Single slanted arm for three barbed wire strands.
2. Anchor arms to line, end, corner, and pull posts.

G. Barbed Wire

1. Comply with ASTM A 121, design number 12-4-5-14R, Type A or Type Z (Class 3) coating.
2. Provide three evenly spaced strands of barbed wire securely attached to the barbed wire supporting arms.

H. Concrete

1. Provide concrete foundations in accordance with manufacturer recommendations. Concrete to be in accordance with ASTM C94, Normal Portland Cement and 2,500 psi (minimum) strength at 28 days.

## PART 3 - EXECUTION

### 3.1 Chain Link Fence Installation

- A. General: Comply with ASTM F 567. Construct fence at the location and height specified in the contract documents.
- B. Posts:
  1. Post Location:
    - a. Place posts in the line of the fence with equal spacing not to exceed 10 feet on center.
    - b. Set terminal (end, and corner) posts at the beginning and end of each continuous length of fence and at abrupt changes in vertical and horizontal alignments. Place pull posts so that no more than 300 linear feet of fence is constructed with only line posts.
  2. Post Setting:

- a. Dig or drill post holes to the following dimensions: minimum depth 3 feet below existing/proposed grade, minimum concrete encasement diameter for terminal posts (corner, angle, end and pull posts) is 1' and 10" diameter for line and brace posts.
  - b. Set posts in concrete. Ensure all posts are set plumb in a vertical position.
  - c. Form top of concrete footing so it extends 1 inch above grade and is sloped to direct water away from the post. To prevent frost heave, ensure footing is a uniform size to full depth without flare at the top of the grade.
  - d. Install posts no less than 24 hours prior to installation of fabric.
  - e. Set terminal, corner, angle, pull, and gate posts with the required brace-post assembly as specified in the contract documents.
3. Rails:
  - a. Top Rail: Pass the top rail through the base of the line post caps to form a continuous brace from end to end of each stretch of fence. Join rail sections with sleeve or coupling device to allow for expansion and contraction. Securely fasten the top rail to the terminal posts with pressed steel connectors.
  - b. Intermediate Rail: Securely fasten the intermediate rail between all line posts and terminal posts with pressed steel fasteners. Intermediate rail is required only on fences 8 feet tall or taller.
4. Braces:
  - a. Securely fasten braces to the posts by means of malleable iron or pressed steel connections; then truss from the line post back to the end or corner post.
  - b. Tighten the diagonal tension rod (truss rod) to produce proper tension.
5. Fabric:
  - a. Install fabric on the outside of the posts from the area being fenced or on the roadway side of the posts.
  - b. Secure one end of the fabric by a stretcher bar inserted in the final link of the fabric. Pull fabric taut with bottom selvedge, 2 inches above grade, before making attachment elsewhere.
  - c. Tighten and secure each end or each run of chain link fabric by a stretcher bar inserted in the final link of the fabric. Secure stretcher bar to the end post by tension bands equally spaced no more than 15 inches apart.
  - d. Attach fence fabric securely to the braces, top rail, tension wire, and all intermediate posts with wire ties or bands at intervals of no more than 12 inches.
6. Bottom Tension Wire:
  - a. Install bottom tension wire on fence 5 feet high and taller.
  - b. Stretch bottom tension wire taut from terminal post to terminal post and securely fasten to each intermediate post within the bottom 6 inches of fabric.
7. Barbed Wire:
  - a. Install 3 parallel wires on each barbed wire supporting arm on the outside of the area being secured, unless otherwise specified in the contract documents.
  - b. Pull wires taut, without kinks or twists, for tension.

### 3.2 Removal of Existing Fence

- A. Remove all fences, including posts and footings, within work areas unless otherwise specified in the Contract Documents or plans. Remove fence to first line post beyond construction limits.

### 3.3 Connecting to Existing Fence

- A. Where the proposed fence abuts the existing fence that is not to be removed. The Contractor shall install or utilize an existing post and shall utilize a stretcher bar with clamps at a maximum spacing of 15 inches to connect the proposed and existing fences at the post in question. This shall include the installation of a brace and truss rod and turnbuckle on existing and proposed (if not already present).

END OF SECTION 323113

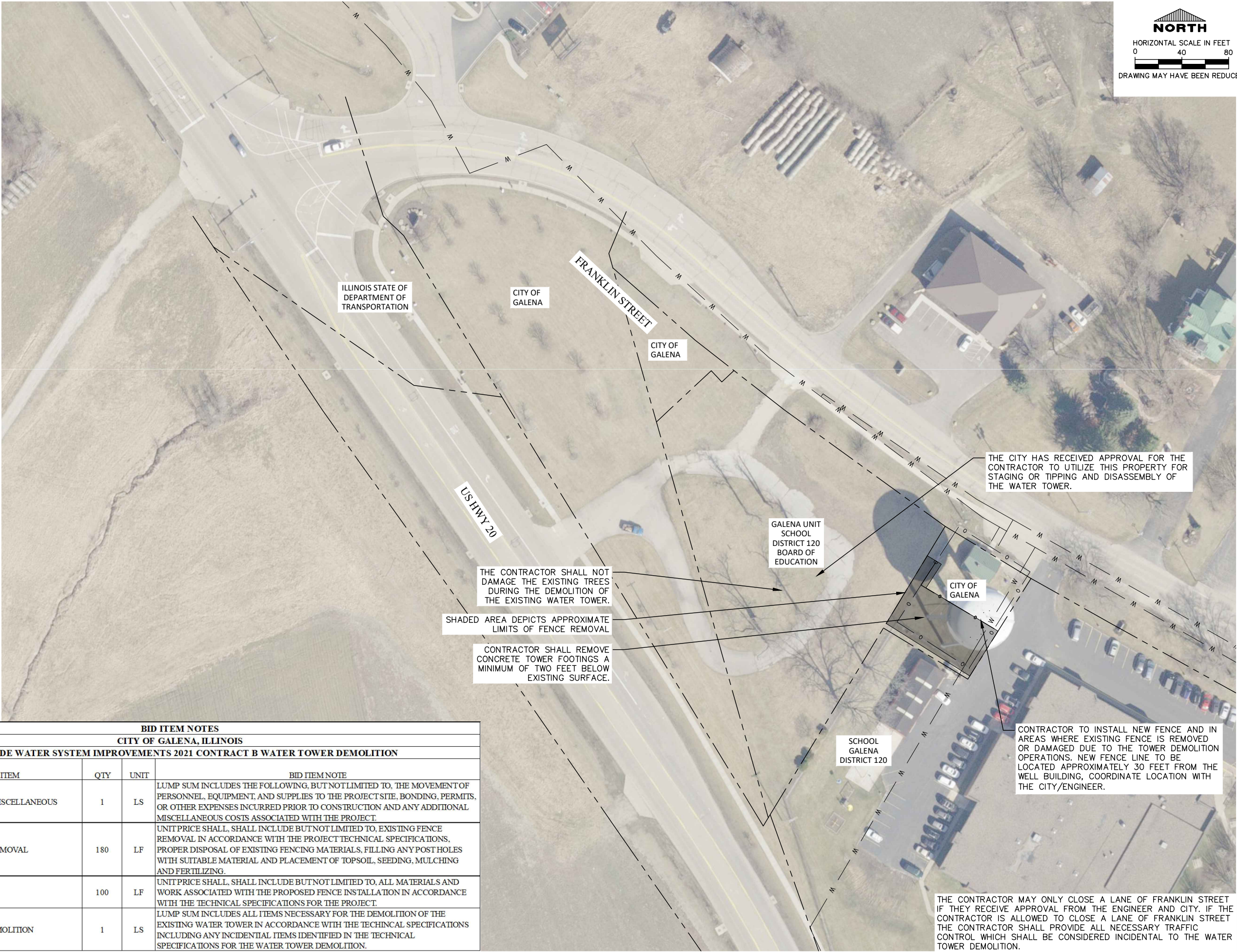


## **PLAN SHEET**

Existing Conditions - Demolition Standpipe Plan .....	C1.01
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BID ITEM NOTES				
CITY OF GALENA, ILLINOIS				
WEST SIDE WATER SYSTEM IMPROVEMENTS 2021 CONTRACT B WATER TOWER DEMOLITION				
BID ITEM NO.	BID ITEM	QTY	UNIT	BID ITEM NOTE
1	MOBILIZATION & MISCELLANEOUS	1	LS	LUMP SUM INCLUDES THE FOLLOWING, BUT NOT LIMITED TO, THE MOVEMENT OF PERSONNEL, EQUIPMENT, AND SUPPLIES TO THE PROJECT SITE, BONDING, PERMITS, OR OTHER EXPENSES INCURRED PRIOR TO CONSTRUCTION AND ANY ADDITIONAL MISCELLANEOUS COSTS ASSOCIATED WITH THE PROJECT.
2	EXISTING FENCE REMOVAL	180	LF	UNIT PRICE SHALL, SHALL INCLUDE BUT NOT LIMITED TO, EXISTING FENCE REMOVAL IN ACCORDANCE WITH THE PROJECT TECHNICAL SPECIFICATIONS, PROPER DISPOSAL OF EXISTING FENCING MATERIALS, FILLING ANY POST HOLES WITH SUITABLE MATERIAL AND PLACEMENT OF TOPSOIL, SEEDING, MULCHING AND FERTILIZING.
3	CHAINLINK FENCE	100	LF	UNIT PRICE SHALL, SHALL INCLUDE BUT NOT LIMITED TO, ALL MATERIALS AND WORK ASSOCIATED WITH THE PROPOSED FENCE INSTALLATION IN ACCORDANCE WITH THE TECHNICAL SPECIFICATIONS FOR THE PROJECT.
4	WATER TOWER DEMOLITION	1	LS	LUMP SUM INCLUDES ALL ITEMS NECESSARY FOR THE DEMOLITION OF THE EXISTING WATER TOWER IN ACCORDANCE WITH THE TECHNICAL SPECIFICATIONS INCLUDING ANY INCIDENTAL ITEMS IDENTIFIED IN THE TECHNICAL SPECIFICATIONS FOR THE WATER TOWER DEMOLITION.

WORKING ON TOMORROW.

800 556-4491  
origindesign.com

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Project Description

**EXISTING CONDITIONS  
PLAN**

**DEMOLITION STANDPIPE PLAN**

CITY OF GALENA, ILLINOIS

WEST SIDE WATER SYSTEM IMPROVEMENTS

2021 CONTRACT B WATER TOWER DEMOLITION

P:\20\142\DRAWINGS\CIVIL\20142\_ZZ\_01\_P\_DEMOLING 6/15/2021 11:49 AM LYNN NEAL

Drawing Issue Information		Project Information		Revision	
Project Mgr:	Drawn By: LEN	Project No:	Issued For Construction:	Rev	Date
Issued For Bidding: 06-17-21	Issued For Construction:				

Sheet No:

**C1.01**

Project No: 20142

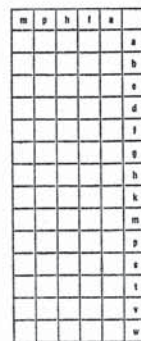




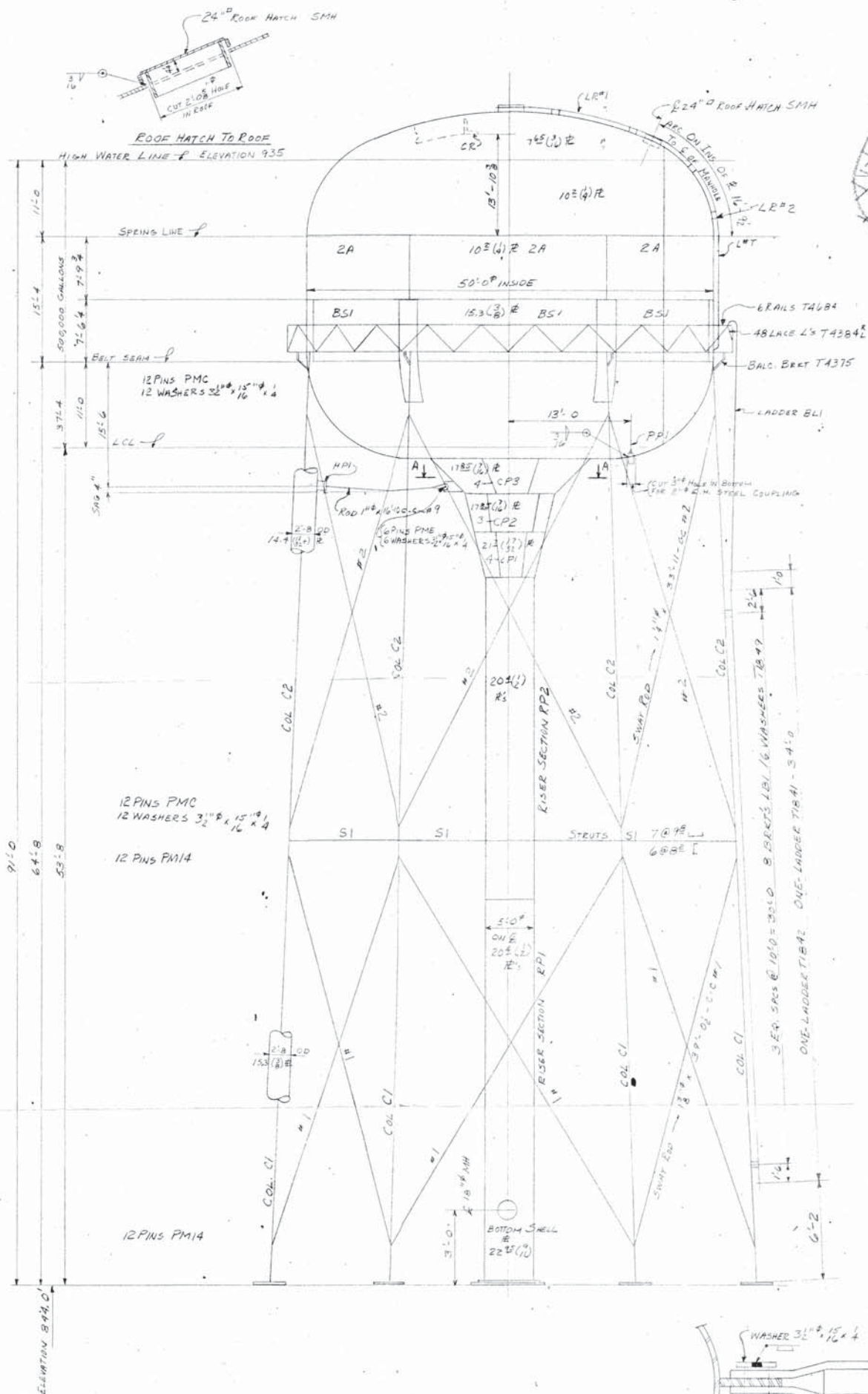
**REFERENCE DOCUMENTATION (NOT CERTIFIED BY IIW, P.C.)**

1963 Franklin Street Water Tower Plan prepared by Pittsburg-Des Moines Steel Co.



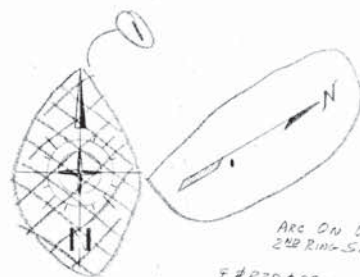


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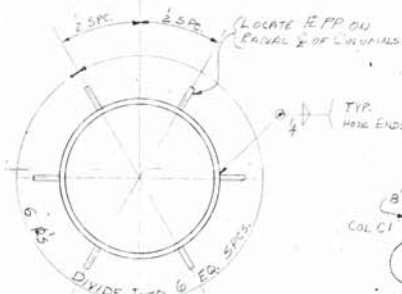


NOTE: USE SHIMS T242, T243, T244 & T245 TO PLUMB COLUMNS AND RISER

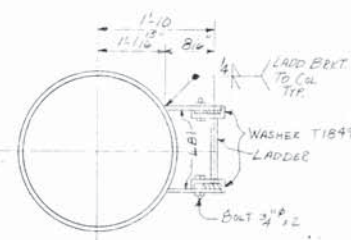
ELEVATION



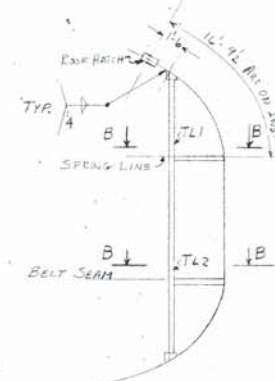
ARC ON D.S. 2ND RING-SHELL  
2" R2D & R2E  
2" COLUMN & SEAM 2ND RING-SHELL  
16" EOOD R3 R1  
7/8" (3) #



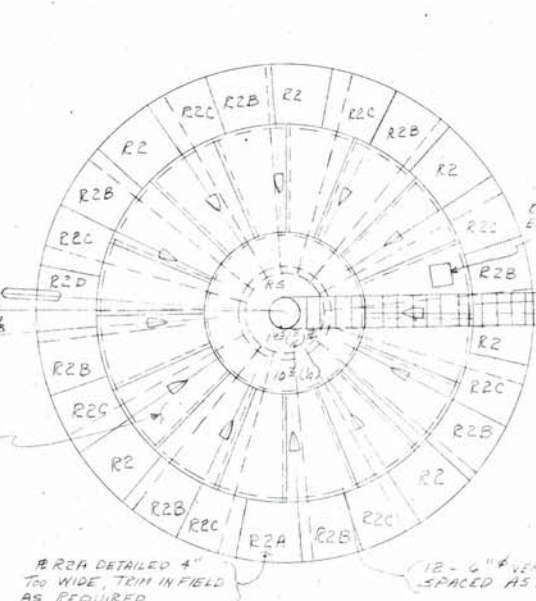
SECTION-AA



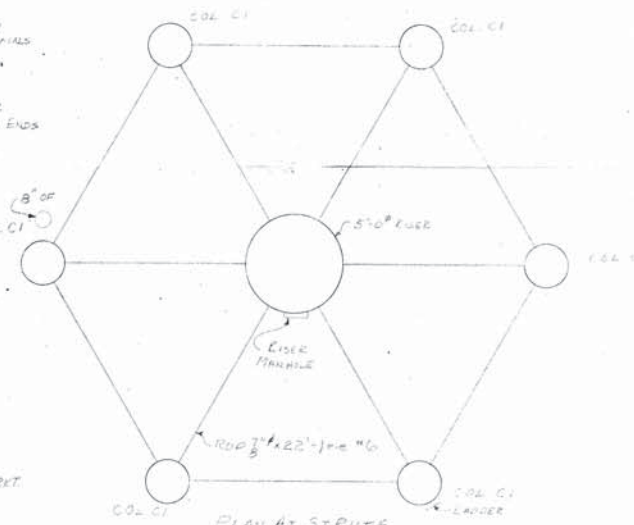
LADDER TO COLUMN



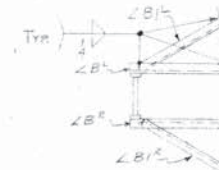
INSIDE LADDER TO TANK



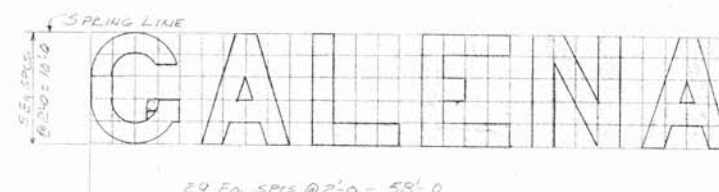
PODE PLAN



PLAN AT STRUTS



SECTION B-B



NAME SKETCH

FIELD NOTES:

- ALL CONNECTIONS WELDED EXCEPT AS NOTED
- BOLT ROOF FRAMING CONNECTIONS
- BOLT LACE ANGLES TO HAND RAIL & SIDING
- BOLT LADDER SPICES
- BOLT LADDERS TO BRKTS
- BOLT SPIDER RIDS TO COLUMNS
- BOLT PIPE CLAMP CONNECTIONS

SEE SHEET P1 FOR PAINTING INSTRUCTIONS  
SEE SHEET E2 FOR WELDING DETAILS  
SEE SHEET 13F FOR ERECTION OF INLET WITH AREA OF 4' OUTLET  
SEE SHEET E4 FOR STERILIZATION INSTRUCTIONS  
SEE SHEET 10 FOR ERECTION OF 8" O.F. TO GROUND  
CATASTROPHIC PROTECTION SYSTEM SUBLET  
ALL MATERIAL & LABOR FOR FIELD PAINTING SUBLET

APPROVED  
in accordance with  
Section 50-14 of  
the General Conditions  
of the Contract  
C. K. WILLETT  
By  
Discn. Minn.

REVISED  
MAY 17 1963  
DESTROY  
PREVIOUS PRINTS

RIVETS  
SHOP ASSEMBLE AND MATCHMARK YES ☐ NO ☐  
FOR MATCHMARK DIAGRAM SEE SHEET  
HOLES FOR FIELD CONNECTIONS  
PAINT CONTACT SURFACES YES ☐ NO ☐  
GRIT BLAST YES ☐ NO ☐  
SHOP PAINT

PITTSBURGH-DES MOINES STEEL CO.  
ENGINEERS-FABRICATORS-CONTRACTORS  
PITTSBURGH, PA. • WARREN, PA. • BRISTOL, PA. • BALTIMORE, MD.  
BIRMINGHAM, ALA. • DES MOINES, IOWA • PROVO, UTAH  
STOCKTON, CALIF. • SANTA CLARA, CALIF. • FRESNO, CALIF.

500 M.GAL TANK T.F.T.  
GALENA, ILLINOIS  
ERECTION

BY DATE  
DRAWN O.A.P.  
CHECKED J.A.H.  
DRAWING NO. E3  
CONTRACT NO. 231633

NO.	DATE	APPL.	CONTR.	SHOP	PURCH.	SOH.	EREC.
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DRAWINGS PREPARED AT

BILL PAGE



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

**Application For Payment  
Change Order Summary**

Approved Change Orders			1. ORIGINAL CONTRACT PRICE..... \$
Number	Additions	Deductions	2. Net change by Change Orders..... \$
			3. Current Contract Price (Line 1 ± 2)..... \$
			4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... \$
			5. RETAINAGE:
			a.     X                      Work Completed..... \$
			b.     X                      Stored Material..... \$
			c. Total Retainage (Line 5a + Line 5b)..... \$
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$
			8. AMOUNT DUE THIS APPLICATION..... \$
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$
TOTALS			
NET CHANGE BY CHANGE ORDERS			

**Contractor's Certification**

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

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

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is recommended by: \_\_\_\_\_ (Engineer) \_\_\_\_\_ (Date)

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

Approved by: \_\_\_\_\_ Funding Agency (if applicable) \_\_\_\_\_ (Date)

Approved by: \_\_\_\_\_

## FORM C-00 62 76

[illegible]



FORM C-00 62 76

## Contractor's Application

[illegible]

**Stored Material Summary**      **FORM C-00 62 76**

## Contractor's Application

[illegible]

"General Decision Number: IL20210012 06/11/2021

Superseded General Decision Number: IL20200012

State: Illinois

Construction Types: Heavy and Highway

Counties: Bureau, Carroll, Henry, Jo Daviess, Lee, Ogle, Rock Island, Stephenson, Whiteside and Winnebago Counties in Illinois.

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

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

Modification Number    Publication Date

0	01/01/2021
1	03/05/2021
2	03/12/2021
3	04/02/2021
4	05/07/2021
5	05/14/2021
6	06/04/2021
7	06/11/2021

CARP0004-010 05/01/2021

HENRY and ROCK ISLAND COUNTIES

	Rates	Fringes
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CARPENTER.....	\$ 34.00	31.08
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CARP0174-002 05/01/2021

BUREAU COUNTY

	Rates	Fringes
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CARPENTER.....	\$ 37.35	33.14
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CARP0790-004 05/01/2021

CARROLL, JO DAVIESS, LEE, OGLE (Oregon and South thereof),  
STEPHENSON, and WHITESIDE COUNTIES

	Rates	Fringes
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CARPENTER.....	\$ 44.81	32.72
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CARP0792-002 05/01/2021

OGLE (Northern One-Half), and WINNEBAGO COUNTIES

	Rates	Fringes
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CARPENTER.....\$ 46.00      31.53

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ELEC0051-005 03/01/2021

BUREAU & HENRY (Annawan, Burns, Cambridge, Galva, Kewanee,  
Weller, and Westerfield TWPS)

Rates      Fringes

Line Construction

Groundman/Equipment  
Operator (All crawler type  
equipment larger than D-4,  
15 ton crane or larger).....\$ 49.37      32.5%+6.75  
Groundman/Truck Driver.....\$ 37.44      32.5%+6.75  
Lineman and Substation  
Technician.....\$ 54.95      32.5%+6.75

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ELEC0145-003 12/07/2020

CARROLL (Townships of Fair Haven, Freedom, Mount Carroll,  
Salem, Savanna, Washington, Woodland & York), JO DAVIESS  
(Townships of Council Hill, Derinda, Dunleith, East Galena,  
Elizabeth, Guilford, Hanover, Menominee, Rawlins, Rice, Scales  
Mound, Vinegar Hill & West Galena), HENRY (Except Annawan,  
Burns, Cambridge, Galva, Kewanee, Weller, and Westerfield TWPS)  
ROCK ISLAND & WHITESIDE (Townships of Albany, Clyde, Erie,  
Fenton, Fulton, Garden Plain, Lyndon, Mount Pleasant, Newton,  
Prophetstown, Union Grove & Ustick) COUNTIES

Rates      Fringes

Line Construction

Cable Splicer.....\$ 47.67      33% + 6.50  
Dynamiter.....\$ 39.41      33% + 6.50  
Groundman Equipment  
Operator.....\$ 37.34      33% + 6.50  
Groundman Truck Driver.....\$ 32.44      33% + 6.50  
Groundman.....\$ 31.08      33% + 6.50  
Lineman, Technician, Heavy  
Equipment Operator.....\$ 47.25      33% + 6.50

FOOTNOTE:

A. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, and Thanksgiving Day

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ELEC0145-005 06/01/2020

CARROLL (Chadwick, Mt. Carroll, Savanna and Thompson TWPS), HENRY (Excluding Annawan, Burns, Cambridge, Galva, Kewanee, Weller, and Westerfield TWPS), JO DAVIESS (Savanna Ordnance Depot), WHITESIDE (Remainder of County), and ROCK ISLAND COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 37.30	24.17
ELECTRICIAN.....	\$ 36.30	24.09

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ELEC0176-005 06/01/2020

BUREAU and HENRY (Annawan, Burns, Cambridge, Galva, Kewanee, Weller, and Wethersfield Twps) COUNTIES

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

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ELEC0196-002 03/02/2020

CARROLL (Townships of Cherry Grove, Elkhorn Grove, Lima, Rock Creek, Shannon & Wysox), JO DAVIESS (Townships of Apple River, Berreman, Pleasant Valley, Nora, Rush, Stockton, Thompson, Wards Grove, Warren & Woodbine), LEE, OGLE, STEPHENSON, WHITESIDE (Townships of Genesee, Hahnman, Hopkins, Hume, Jordan, Montmorency, Sterling & Tapico) & WINNEBAGO COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 44.61	36.25%+6.50+A
Groundman Truck Driver.....	\$ 35.52	36.25%+6.50+A

Groundman.....\$ 34.27 36.25%+6.50+A  
 Lineman, Substation  
 Technician, Cable Splicing  
 Technician, Digger  
 Operator, Crane Operator  
 20 tons and above, and  
 Signal Technician.....\$ 53.63 36.25%+6.50+A

FOOTNOTE: A. PAID HOLIDAYS: Memorial Day, Independence  
 Day, Labor Day, and Thanksgiving Day

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 \* ELEC0364-002 05/31/2021

CARROLL (Cherry Grove, Shannon, Rock Creek, Lima, Wysox,  
 Elkhorn Grove TWPS), JO DAVIESS (Warren, Rush, Nora, Stockton,  
 Wards Grove, Pleasant Valley, and Berrenman TWPS), LEE, OGLE,  
 STEPHENSON, WHITESIDE (Genesee, Jordan, Hopkins, Sterling,  
 Hume, Montgomery, Tampico, and Hahnman TWPS) and WINNEBAGO  
 COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 50.00	38.42

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 ENG10150-004 06/01/2020

CARROLL, JO DAVIESS, LEE, OGLE, STEPHENSON, WHITESIDE (Eastern  
 Half) and WINNEBAGO COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 47.00	42.70
Group 2.....	\$ 46.45	42.70
Group 3.....	\$ 45.15	42.70
Group 4.....	\$ 43.70	42.70
Group 5.....	\$ 42.25	42.70

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant; Asphalt Heater and Planer

combination; Asphalt Spreader; Asphalt Silo Tender; Autograder, GOMACO or similar; Belt Loader; Caisson Rigs; Car Dumper, Central Redi-Mix Plant; Combination Backhoe Front End Loader Machine (1 cu yd or over Backhoe bucket with attachments); Backhoe with Shear attachment; Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco and machines of a like nature; Creter Crane; Crusher, stone; Derricks; Derrick Boats; Derricks, traveling; Dredges; Field Mechanic Welder; Formless Curb and Gutter Machine; Gradall and machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted; Hoists, one, two, and three Drum; Hydraulic Backhoes; Locomotive, all Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill-Crawler or Skid Rig; Rock Drill truck mounted; Roto Mill Grinder, 36" and over; Roto Mill Grinder, less than 36"; Slip- Form Paver; Soil Test Drill Rig, truck mounted; Straddle Buggies; GCI Crane and similar; Hydraulic Telescoping Form (tunnel); Tie Back Machine; Tractor Drawn Belt Loader: Tractor Drawn Belt Loader with attached Pusher; Tractor with boom; Tractaire with attachment; Traffic Barrier Conveyor Machine; Raised or Blind Hoe Drill (Tunnel & Shaft); Trenching Machine; Truck Mounted Concrete Pump with boom; Truck mounted Concrete Conveyor; Underground Boring and/or Mining Machines under 5 ft; Wheel Excavator & Widener (Apsco)

GROUP 2: Batch Plant; Bituminous Mixer; Bobcats over .75 cu yd; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, less than 1 cu yd Backhoe Bucket with attachments; Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine, Burlap Machine; Belting Machine and Sealing Machine; Conveyor Muck Cars (Haglund or similar type); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist-Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Locomotives, Dinky; Pump Cretes, Squeeze Cretes-Screw Type pumps, Gypsum Bulker and



Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip- Stone etc; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to to Group 2 hourly rate for each hour and for each machine attached thereto); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

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

GROUP 4: Air compressor - Small 185 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 185; Asphalt Spreader Backend Man; Combination - Small Equipment Operator; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants All (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches; Bobcats up to and including .75 cu yd

GROUP 5: Oilers

PREMIMUM PAY:

Long Boom :

Cranes & Derricks 90' to 150' including jib receive an extra \$.50 per hour. Cranes & Derricks over 150' including jib receive an extra \$.50 per hour plus an additional \$.10 for each additional 10' of boom or jib.

Capacity Pay:

Cranes & Derricks with maximum capacity exceeding 50 ton with less than 90' of boom or jib shall be compensated \$.01 per

hour for each ton of the rated capacity in excess of 50 ton.

Long Boom pay and Capacity pay cannot be combined.

Crane mounted earth auger, raised and blind hole drills, and truck mounted drill rigs receive an extra \$.50 per hour.

Creter Cranes:

When the Creter Crane is equipped with a conveyor system capable of extending 70' or more, the engineer shall receive an extra \$.50 per hour.

Truck Mounted Concrete Pumps:

When the Truck Mounted Concrete Pump is equipped with a boom, which is capable of extending 90' or more, the engineer shall receive \$.50 per hour extra.

Truck Mounted Concrete Conveyor:

Truck Mounted Concrete Conveyors equipped with conveyors that are capable of extending 90' or more, the engineer shall receive an extra \$.50 per hour.

Underground Work:

Employees working in tunnels, shafts, etc. shall be paid an additional \$.40 per hour. Employees working under air pressure 1/2 pound to 7 pounds shall receive an additional \$.50 per hour. Employees working under air pressure of 7 pounds or over shall receive \$.65 per hour more.

Mining Machines- Boring Machines:

The crew operating and maintaining the Mining Machines shall be compensated an additional \$.50 per hour.

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\* ENGI0150-016 06/01/2020

BUREAU COUNTY (The portion lying east and north of Highway 26 from the Town or Village of Bureau to the northern Bureau County line.)

Rates      Fringes

OPERATOR: Power Equipment

Group 1.....	\$ 50.30	42.90
Group 2.....	\$ 49.75	42.90
Group 3.....	\$ 47.70	42.90
Group 4.....	\$ 46.30	42.90
Group 5.....	\$ 45.10	42.90

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant\*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire\*; Asphalt Spreader; Autograder; ABG Paver\*; Backhoes with Caisson Attachment\*; Belt Loader\*; Caisson Rigs\*; Car Dumper, Central Redi-Mix Plant\*; Combination Backhoe Front End Loader Machine (1 cu yd or over Backhoe bucket with attachments); Concrete Breaker (truck mounted)\*; Concrete Conveyor; Concrete Paver over 27E cu ft\*; Concrete Placer\*; Concrete Tube Float; Cranes, all attachments\*; Cranes, Hammerhead, Linden, Peco and machines of a like nature\*; Creter Crane; Crusher, stone etc.; All Derricks; Derrick Boats; Derricks, traveling\*; Dredges\*; Field Mechanic Welder; Formless Curb and Gutter Machine; Gradall and machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted\*; Hoists, one, two, and three Drum; Hydraulic Backhoes; Locomotive, all Mucking Machine; Pile Drivers and Skid Rig\*; Pre- Stress Machine; Pump Cretes Dual Ram (Requires frequent lubrication and water)\*; Rock/Track Tamper; Rock Drill truck mounted; Roto Mill Grinder, 36" and over\*; Roto Mill Grinder, less than 36"; Slip- Form Paver\*; Soil Test Drill Rig, truck mounted\*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader\*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachments; Raised or Blind Hoe Drill (Tunnel & Shaft)\*; Trenching Machine; Truck Mounted Concrete Pump with boom; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.\*; Underground Boring and/or Mining Machines under 5 ft; Wheel Excavator\* & Widener (Apsco)

GROUP 2: Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, less than 1

cu yd Backhoe Bucket with attachments; Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine, Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); all Drills; Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist-Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster requires two operators (one Group 4); Hydraulic Boom Trucks (All attachments); Locomotives, Dinky; Off-Road Hauling Units (including articulating); Laser Screed; Pump Cretes, Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Rock Drill-Crawler or Skid\*; Rock Drill-Truck Mounted\*; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc. Self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip-Stone etc; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to to Group 2 hourly rate for each hour and for each machine attached thereto); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc; Tug Boats

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

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

winches

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

\*Equipment requires an Oiler

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ENGI0150-020 06/01/2020

HENRY (Western Half), ROCK ISLAND, and WHITESIDE (Western Half) COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 36.50	34.75
Group 2.....	\$ 35.50	34.75
Group 3.....	\$ 32.85	34.75
Group 4.....	\$ 31.80	34.75

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane (Friction or Hydraulic, regardless of size or attachments); Tow or Push Boat

GROUP 2: Asphalt Heater-Planer Unit; Asphalt Paver; Asphalt Paver Screed; Asphalt Plant; Automatic Curbing Machine; Backfiller (throw bucket); Blastholer Self-Propelled Rotary Drill or Similar Machines; Boom Tractor or Side Boom; Boring Machine (Directional, Vertical or Horizontal); Building Hoist (1,2 or 3 drums); Caisson Auguring Machines; Central Redi-Mix Plant; Chip Spreader; Cleaning & Priming Machine; Combination Backhoe Front End Loader; Combination Concrete Finishing Machine and Float; Concrete Breaker or Hydro-Hammer; Concrete Conveyor or Pump; Concrete Paver; Concrete Spreader; Concrete Wheel Saw (Large self-propelled); Crusher (Stone, Concrete, Asphalt, etc.); Curing-Tinning Machine; Dipper Dredge Crane man; Dipper Dredge Operator; Dual Purpose Truck (Boom, Winch, etc.); Excavator; Farm-Type Tractor Operating Scoop or Scraper or with Power Attachment; Forklift (6000 lb. capacity); Grader, Motor Grader, Motor Patrol, Auto Grader, Form

Grader, Pull Grader, Sub Grader, Elevating Grader; Group Equipment Greaser; Guard Rail Post Driver; Hoists; Hydraulic Dredge Leverman or Engineer; Hydro-Vac Truck Mounted or Pull Type, and Similar Equipment; Laser Screed; Loader (Track, Rubber Tire or Articulated); Locomotive Engineer; Mechanic-Welder; Mechanical Loaded Log Chippers or Similar Machines; Milling Machine; Mucking Machine; Pile Driver; Pipe Bending; Pug Mill; Road Widener-Shoulder Spreader; Scraper (self-propelled); Self-Propelled Roller or Tire Roller (on Asphalt or Blacktop), Sheep Foot or Pad Foot Compactor; Shovel; Slip Form Paver; Steel Track-Type Tractor (Dozer, Push Cat, etc.); Transfer or Shuttle Buggy; Trenching Machine (40 H.P. & over); Work Boat.

GROUP 3: Articulated Off-Road Haul Unit; Asphalt Booster; Boiler (Engineer or Fireman); Conveyor Over 20 H.P.; Distributor; Driver on Truck Crane or Similar Machines; Elevator; Farm-Type Tractor (Without Power Attachment); Fireman & Pump Operator at Asphalt Plant; Forklift (Less than 6000 lb. capacity); Grout Pump; Light Plant; Mechanical Broom; Mud Jack; Self-Propelled Roller (Other than listed in Group 2); Straddle Carrier; Trench Machine (Under 40 H.P.).

GROUP 4: Air Compressor (400 C.F.M. or over); Compact Loader (Rubber Tire, Track & Utility); Engine Driven Welding Machine; Mechanical Heater (other than steam boiler); Small Outboard Motor Boat (Safety Boat & Life Boat); Water Pump (More than one well point pump).

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 ENGI0649-005 04/01/2021

HENRY (Eastern Half) and BUREAU (Western Half) COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 42.96	36.65+A
Group 2.....	\$ 39.75	36.65+A
Group 3.....	\$ 34.45	36.65+A

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Cranes: Overhead Cranes; Hydro Crane; Shovels; Crane type Backfiller; Tower Cranes-Mobile, Crawler, Stationary; Derricks, Hoist (3 drum); Draglines; Drott Yumbo & similar types considered as Cranes; 360 Degrees Swing Excavator, Backhoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive Cranes; Road Pavers (Single Drum, Dual Drum, Tri Batcher); Motor Patrol & Power Blades (Dunmore, Elevating & similar types); Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operator and Plant Engineer; Gradall; Caisson Rigs; Skimmer Scoop, Koehring Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls (all & similar types); Concrete and all recycle machines, Multiple Unit Earth Movers; 75 cents per hour for each scoop over one; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Material Crusher (outside pits and quarries); Screening Plants (outside pits and quarries); Tunnel Boring Machine; Heavy Equipment Greaser (Top Greaser on Spread); CMI, Auto Grade, CMI Belt Placer (3 track & similar types); Side Booms; Starting Engineer on Pipeline or Construction (eleven 11 pieces or more); Asphalt Heater & Planer Combination; Wheel Tractors with Dozer, Hoe or End Loader attachments; CAT Earthwork Compactors and similar types; Blaw Knox Spreader & similar types; Trench Machines; Pump Crete, Belt Crete, Squeeze Crete, Screw Type Pumps & Gypsum; Creter Crane; Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or similar types; Screedman on Laydown Machine; Vermeer Concrete Saw; Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or similar type; Hydro-Boom Truck; Guard Rail Machine.

GROUP 2: Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Carts, powered haul unit for a boring machine; P-H one Pass Soil Cement Machines and similar types; Wheel Tractor; Back Fillers; Euclid Loader; Fork Lifts; Jeep with Ditching Machines or other attachments; Tuneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills Soil Testing and similar types); Pugmill with Pump; All 1 and 2 Drum Hoists; De-watering Systems; Straw Blower; Hydro Seeder; Bump Grinders, Self Propelled; Assistant Heavy Equipment Greaser; Apsco Spreader Tractors (Track-Type w/o Power Units pulling

Rollers); Rollers on Asphalt, Brick, or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers & similar types self-propelled; Mechanical Bull-Floats; Self-Propelled Concrete Saw; Truck Mounted Power Saws; Curb Cutters; Mixers over 3 bags to 27E; Winch & Boom Trucks; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule pulling Rollers; Pugmill w/o Pump; Barber Greene or similar Loaders; Track Type Tractor with power unit attached; Fireman; Spray Machine on paving; Curb Machine; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer (6 to 10 pieces).

GROUP 3: Straight Framed Truck and Truck Mounted Vac Unit, Starting Engineer (3 to 5 pieces); Trac Air Machine w/o attachments; Rollers, 5 tons & under on earth & gravel; Form Grader; Bulk Cement Plant; Oilers.

- Escalated Rate on Crane, Derrick Booms, and Tower Cranes: Additional \$1.00 per hour over scale when Crane or Derrick is positioned 50 ft. or more above adjacent ground level or water level. \$.05 per hour, per foot, over 90 feet including jib. \$0.02 per hour, per ton - over 50-ton capacity.

- Operating engineers who operate Lattice Boom Crawler Cranes, Lattice Boom Truck Cranes, Telescopic Boom Cranes less than 17.5 Tons, Tower Cranes, Overhead Cranes and have been Certified by the National Commission for the Certification of Crane Operators on the equipment they operate shall receive \$1.60 per hour over scale.

A. On designated Hazardous Waste jobs, operators shall receive:

Level A add \$4.00 to the appropriate group rate; Levels B and C add \$3.00 to the appropriate group rate; and Level D add \$2.00 to the appropriate group rate.

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IRON0111-003 07/01/2020

CARROLL (Thompson, Savanna & vicinity), HENRY, JO DAVIESS (East Dubuque, Galena, Hanover, & vicinity), KNOX (Galesburg and area North of the City), MERCER (except Southwest Part), ROCK ISLAND, WARREN (includes Northwest Part), and WHITESIDE (Western Half) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.00	27.61

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IRON0444-004 06/01/2018

Bureau County

	Rates	Fringes
IRONWORKER.....	\$ 41.75	35.38

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IRON0498-002 06/01/2020

CARROLL (Remainder), JO DAVIESS (Remainder), LEE, OGLE, STEPHENS, WHITESIDE (Eastern Half), and WINNEBAGO COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 40.85	42.43

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LABO0032-002 05/01/2021

WINNEBAGO COUNTY

	Rates	Fringes
LABORER		
General Laborer.....	\$ 38.75	34.91
Skilled Laborer.....	\$ 41.90	34.91

LABORER DESCRIPTIONS

General Laborer: Carpenter Tender, Tool Cribman, Fireman or

Salamander Tender, Flagman, Gravel Box Man, Bumpman & Spotter, Form Handler, Material Handler, Fencing Laborer, Cleaning Lumber, Pit Man, Material Checker, Landscaper, Unloading Explosives, Laying of Sod, Planting of Trees, Asphalt Workers With Machine & Layers, Asphalt Plant Laborer, Wrecking, Fire-proofing, Driving Stakes, Stringlines for All Machinery, Window Cleaning, Demolition Worker, Explosive Handling, Trimming & Removal of Trees, Multi-Plate Pipe, Pilot Cars for Traffic Control, Power Rigging

Skilled Laborer: Asbestos abatement worker, Hazardous Waste Worker, Handling Any Materials with any Foreign Matter Harmful to Skin or Clothing, Track Labor, Cement Handler, Chloride Handler, Unloading & Laborers with Steel Workers & Re-Bars, Wet Concrete Workers, Tunnel Tenders in Free Air, Batch Dumper, Mason Tender, Kettle & Tar Man, Tank Cleaner, Plastics Installer, Scaffold Worker, Motorized Buggies or Motorized Unit Used for Wet Concrete or Handling of Building Materials, Laborers with De-Watering Systems, Sewer Workers Plus Depth, Vibrator Operator, Cement Silica, Clay, Fly Ash, Lime & Plasters Handlers (Bulk or Bag); Cofferdam Worker Plus Depth, Concrete Paving, Placing Cutting & Tying of Reinforcing, Deck Hand, Dredge Hand and Shore Laborer, Bankman on Floating Plant, Grade Checker, Power Tools, Front End Man on Chip Spreader, Caisson Worker Plus Depth, Gunnite Nozzleman, Leadman on Sewer Work, Welder, Cutter, Burner & Torchman, Chain Saw Operator, Jackhammer & Drill Operator, Layout Man and/or Tile Layer, Steel Form Setter - Street & Highway, Air Tamping Hammerman, Signal Man On Crane, Concrete Saw Operator, Screenman on Asphalt Paver, Tending Masons With Hot Material or Where Foreign Materials are used, Mortar Mixer Operator, Multiple Concrete Duct - Leadman, Luteman, Asphalt Raker, Curb Asphalt Machine Operator, Ready Mix Scaleman Permanent Portable or Temporary Plant, Laborer Handling Masterplate or Similar Materials, Laser Beam Operator, Concrete Burning Machine Operator, Coring Machine Operator, Plaster Tender, Underpinning & Shoring of Buildings, Pump Man, Manhole & Catch Basin, Dirt & Stone Tamper, Hoseman on Concrete Pump.

## ROCK ISLAND COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 28.13	21.07
GROUP 2.....	\$ 28.63	21.07
GROUP 3.....	\$ 29.26	21.07

### LABORER CLASSIFICATIONS

GROUP 1: Flagman, Dumpman, Spotter, Broom Man, Removal of Trees, Fencing Laborers, Cleaning of Forms or Lumber (in Bone Yard), Moving and/or Maintenance of Flares and Barricades, Operation of all Hand, Electric, Air, Hydraulic, or Mechanically Powered Tools under the the Laborers' including Jackhammers, Tampers, Air Spades, Augers, Concrete Saws, Chain Saws, Utility Saws, Rock Drills, Vibrators, Mortar Mixer, Power and Hand Saw (When Clearing Timber), General Laborer (Not Elsewhere Covered), Craft- Tender, Material Checker, Material Handler, Form Handler, Concrete Dumper, Puddler, Explosives Handler, Center Strip, Reinforcing in Concrete, Wire Mesh Handler and Installer, Prime Mover or any Mechanical Device Taking the Place of Concrete Buggy or Wheel-Barrow, Sandpoint Setter, Asphalt Kettleman, Sheeting Hammer Drivers, Laying and Joining of Telephone Conduit, Gas Distribution Men, Pipe Setter On Laterals, Drain Tiles, Culvert Pipe, and Storm Sewer Catch Basin Leads, Catch Basins, Manholes, Batch Dumpers, Tank Cleaners, Cofferdam Worker, Bankman on Floating Plant, Jointman With Pipelayers Back-up Man (Corker, Joint Maker) With Pipe Setter On Sewer and Water Mains, Batterboard Man or Laser Operator on Sewer and Water Main, Laborer in Ditch, or Tunnel, on Sewer or Water Mains and Telephone Conduit, Cutters, Burners, Torchman, Gravel Box Man, Asphalt Plant Laborer, Concrete Plant Laborer, Deck Hand, Unloading of Steel and Rebar, Laser Beam Operator, Wrecking Laborers.

GROUP 2: Asphalt Raker or Luteman, Head Form Setter, Head Dynamite Man (Powderman) Head String or Wireline Man (on paving), Pipe Setter on Sewer or Water Main, Gunnite Nozzle Man, Asphalt or Concrete Curb Machine Operator, Head Grade

Man, Head Tunnel Miner, Concrete Burning Machine Operator,  
Coring Machine Operator, Welder, Hazardous Waste Worker,  
Asbestos Abatement Worker.

### GROUP 3 - Concrete Specialist

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LABO0393-002 05/01/2021

### BUREAU COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 32.92	29.07
Group 2.....	\$ 33.12	29.07
Group 3.....	\$ 33.32	29.07
Group 4.....	\$ 33.92	29.07
Group 5.....	\$ 34.92	29.07

### LABORER CLASSIFICATIONS

GROUP 1: UNSKILLED - All classifications not listed below

GROUP 2: SEMI-SKILLED - Handling of materials treated with oil, creosote, asphalt and/or foreign material harmful to skin or clothing; Track laborers; Cement handlers; Chloride handlers; Unloading and laborers with Steel Workers and Re-bars; Concrete Workers (wet); Batch Dumpers; Mason Tenders; Kettle and Tar Men; Tank Cleaners; Plastic Installers; Scaffold Workers; Motorized buggies or motorized unit used for wet concrete or handling of building materials; Laborers with de-watering systems; Sewer workers plus depth; Vibrator Operators; Motor Mixer Operators; Cement Silica, clay, fly ash, lime and plasters, handlers (bulk or bag); Cofferdam workers plus depth; Concrete paving, placing, cutting and tying of reinforcing; Deck hand, dredge hand and shore laborers; Backmen on floating plant; Asphalt workers with machine and layers; Grade checker; Power tools; Driving all stakes, stringlines for all machinery; Setting and building of manholes and catch basins; Stripping of all concrete forms except paving forms; All concrete paving and slope walls, placing, cutting and tying of reinforcing (re-bars and wire mesh)

GROUP 3: SKILLED - Mason Tenders; Caisson Workers plus depth; Gunnite Nozzle Men; Lead Man on Sewer Work; Welders, Cutters, Burners & Torchmen; Chain Saw Operators; Paving Breaker, Jackhammer & Drill Operators; Layout Man and/or tile layer; Steel Form Setters (Street & Hwy); Air Tamping hammerman; Signal man on Crane; Concrete Saw Operator; Screenman on Asphalt Pavers; Front End Man on Chip Spreader; Laborers tending masons with hot materials or where foreign materials are used; Multiple Concrete duct-leadman; Luteman; Asphalt Raker; Curb Asphalt Machine Operator; Ready mix scalemen, permanent, portable or temporary plant; Laborers handling masterplate or similar materials; Laser Beam Operator; Coring Machine Operator; Plasterer Tenders; Underpinning and Shoring of Building; Material selector when working with firebrick or castable materials; Fire Watch; Signalling of all power equipment; Tree Topper or Trimmer

GROUP 4: Dynamite man

GROUP 5: Asbestos Abatement Worker and Hazardous Waste Worker

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LABO0538-005 05/01/2019

HENRY COUNTY

	Rates	Fringes
LABORER		
General Laborer.....	\$ 29.49	24.83
Skilled Laborer.....	\$ 30.49	24.83

LABORER CLASSIFICATIONS

General Laborer: All classifications not listed below.

Skilled Laborer: Flaggers; Traffic Control and all associated work; Handling of materials treated with oil, creosote, asphalt and/or foreign material harmful to skin or clothing; Track Laborers; Chloride Handlers; Unloading and Laborers with Steel Workers and Re-bars; Concrete Workers (wet); Batch Dumpers; Mason Tenders; Kettle and Tar Men;

Plastic Installers; Scaffold Workers; Motorized buggies or motorized unit used for wet concrete or handling of building materials; Laborers with de-watering systems; Sewer workers plus depth; Vibrator Operators; Motor Mixer Operators; Cement Silica, clay, fly ash, lime and plasters, handlers (bulk or bag); Cofferdam Workers plus depth; Concrete paving, placing, cutting and tying of reinforcing; Deckhand, dredge hand and shore laborers; Backmen on floating plant; Asphalt Workers with machine and layers; Grade Checker; Power Tools; Stripping of all concrete forms except paving forms, dumpmen and spotters, when necessary; Caisson Workers plus depth; Gunnite Nozzle Men; Tunnel Helpers in free air; Rod and Chainmen; Welders, Cutters, Burners, and Torchmen; Chainsaw Operator; Paving Breaker, Jackhammer and Drill Operator, Layout man and /or Tile Layer; Steel Form Setters - street and highway, Air Tamping Hammerman; Signalman on Crane Concrete Saw Operator; Screedman on Asphalt Pavers; Front End Man on Chip Spreader; Multiple Concrete Duct; Luteman, Asphalt Raker; Curb Asphalt Machine Operator.

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LABO0727-002 05/01/2021

CARROLL, JO DAVIESS, LEE, OGLE, STEPHENSON, and WHITESIDE COUNTIES

	Rates	Fringes
LABORER		
General Laborer.....	\$ 41.38	32.35
Skilled Laborer.....	\$ 44.53	32.35

#### LABORER CLASSIFICATIONS

General Laborer: Carpenter Tender, Tool Cribman, Fireman or Salamander Tender, Flagman, Gravel Box Man, Dumpman & Spotter, Form Handler, Material Handler, Fencing Laborer, Cleaning Lumber, Pit Man, Unloading Explosives, Removal of Trees, Asphalt Workers With Machine & Layers, Asphalt Plant Laborer, Wrecking, Fireproofing, Driving Stakes, Stringlines for all Machinery, Window Cleaning.

Skilled Laborer: Handling any Materials with any Foreign Matter Harmful to Skin or Clothing, Track Labor, Cement Handler, Chloride Handler, Unloading & Laborers with Steel Workers & Re-Bars, Wet Concrete Workers, Tunnel Tenders in Free Air, Batch Dumper, Mason Tender, Kettle & Tar Man, Tank Cleaner, Plastic Installer, Scaffold Worker, Motorized Buggies or Motorized Unit Used for Wet Concrete or so Handling of Building Materials, Laborers with De- Watering Systems, Sewer Workers Plus Depth, Vibrator Operator; Cement Silica, Clay, Fly Ash, Lime & Plasters Handlers (Bulk or Bag); Cofferdam Worker Plus Depth, Concrete Paving, Placing Cutting & Tying of Reinforcing, Deck Hand, Dredge Hand and Shore Laborer, Bankman on Floating Plant, Grade Checker, Power Tools, Front End Man on Chip Spreader, Caisson Worker plus Depth, Gunniter Nozzleman, Leadman on Sewer Work, Welder, Cutter, Burner & Torchman, Chain Saw Operator, Jackhammer & Drill Operator, Layout Man and/or Tile Layer, Steel Form Setter - Street & Highway, Air Tamping Hammerman, Signal Man on Crane, Concrete Saw Operator, Screenman on Asphalt Paver, Tending Masons with Hot Material or where Foreign Materials are used, Mortar Mixer Operator, Multiple Concrete Duct - Leadman, Luteman, Asphalt Raker Curb Asphalt Machine Operator, Ready Mix Scaleman Permanent Portable or Temporary Plant, Laborer Handling Masterplate or Similar Materials, Laser Beam Operator, Concrete Burning Machine Operator, Coring Machine Operator, Plaster Tender, Underpinning & Shoring of Buildings, Pump Man, Manhole & Catch Basin, Dirt & Stone Tamper, Hoseman on Concrete Pump.

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PAIN0030-004 06/01/2019

BOONE, JO DAVIESS, LEE, OGLE, STEPHENSON AND WINNEBAGO COUNTIES

	Rates	Fringes
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PAINTER

Brush, Roller, Spray, Sandblasting, Paperhanger, Drywall Finishing, Taper, and Spray Structural Steel..	\$ 40.65	23.66
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PAIN0030-010 07/01/2018

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

	Rates	Fringes
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PAINTER

Brush, Roller, Pressure		
Roller, Spray, Airless		
Spray, Sandblasting,		
Taper, Drywall		
Taper/Finisher, Structural		
Steel, and Bridges.....	\$ 36.85	21.80

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PAIN0502-001 05/01/2017

CARROLL, HENRY, ROCK ISLAND, AND WHITESIDE COUNTIES

	Rates	Fringes
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PAINTER

Bridges.....	\$ 30.42	14.25
Brush and Roller.....	\$ 28.42	14.25
Spray, Structural Steel, &		
Sandblasting.....	\$ 28.92	14.25

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PLAS0011-004 06/01/2020

CARROLL, JO DAVIESS, LEE, OGLE, STEPHENSON, AND WHITESIDE  
(Except Erie and area Southwest thereof) COUNTIES

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...	\$ 36.55	33.30
PLASTERER.....	\$ 36.83	31.33

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PLAS0011-005 06/01/2020

BUREAU COUNTY

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 38.89	28.42
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PLAS0011-017 06/01/2020

WINNEBAGO COUNTY

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 38.75	31.27
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PLAS0018-007 06/01/2015

HENRY COUNTY

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 36.70	22.08
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PLAS0018-036 01/01/2020

ROCK ISLAND COUNTY

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 28.52	24.04
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\* TEAM0325-002 06/01/2020

CARROLL (North of Route. #72 & East of Route #78), JODAVIESS  
(East of Route #78, excluding Stockton), STEPHENSON, and  
WINNEBAGO COUNTIES

Rates	Fringes
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TRUCK DRIVER

2 or 3 Axles.....\$ 39.87	22.60
4 Axles.....\$ 40.02	22.60
5 Axles.....\$ 40.22	22.60
6 Axles.....\$ 40.33	22.60

FOOTNOTE: .20 cents additional per axle over 6 axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers Pole Trailer, up to 40 feet; Power Mower Tractors; Skipman; Slurry Trucks, two-man operation; Teamsters; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

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

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long, additional \$0.50 per hour; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more

\*Mechanic\*Truck Welder and Truck Painter; \*Winter Rate: Between Dec. 15 and Feb. 28 the mechanic and welder rate shall be \$2.00 less than the scheduled scale. Truck Painter and Truck Welder classifications shall only apply in areas where and when it has been a past area practice; Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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\* TEAM0330-003 06/01/2019

LEE (East of Route 251, Compton, Lee, Paw Paw, Scarboro, & Steward), and OGLE (North of Route 72/East of Route 251, Adeline, Byron, Creston, Dement, Forreston North of Route 72, Leaf River North of Route 72, Lynnville, Monroe, Rochelle, & Scott) COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 38.23	0.25+a
4 AXLES.....	\$ 38.38	0.25+a
5 AXLES.....	\$ 38.58	0.25+a
6 AXLES.....	\$ 38.78	0.25+a

FOOTNOTE: a. \$868.50 per week

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

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

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

#### CLASSIFICATIONS:

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

barricades, and portable toilets on the job site

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

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

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

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TEAM0371-004 05/01/2020

HENRY and ROCK ISLAND COUNTIES

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

CLASSIFICATIONS:

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

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

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

GROUP 4: Low Boy and Oil Distributors.

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

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TEAM0722-001 05/01/2020

BUREAU, CARROLL (West of Route78/South of Route 72), JODAVIESS (West of Route 78), LEE (West of Route 251), OGLE (South of Route 72/West of Route 251), and WHITESIDE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 38.93	20.39
Group 2.....	\$ 39.50	20.39
Group 3.....	\$ 39.77	20.39
Group 4.....	\$ 40.14	20.39
Group 5.....	\$ 41.21	20.39

#### CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those

pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

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

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

GROUP 4: Low Boy and Oil Distributors.

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

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

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

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on



- a wage determination matter
- \* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

## Jo Daviess County Prevailing Wage Rates posted on 5/24/2021

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	All	BLD		43.47	44.47	1.5	1.5	2.0	2.0	9.35	20.96	0.00	0.80	
ASBESTOS ABT-MEC	All	BLD		25.50	26.50	1.5	1.5	2.0	2.0	9.00	6.25	0.00	0.50	
BOILERMAKER	All	BLD		41.00	44.00	1.5	1.5	2.0	2.0	7.07	20.57	0.00	1.24	
BRICK MASON	All	BLD		43.00	45.75	1.5	1.5	2.0	2.0	12.18	15.55	0.00	0.97	
CARPENTER	All	BLD		37.13	41.21	1.5	1.5	2.0	2.0	11.79	19.30	0.00	0.73	
CARPENTER	All	HWY		43.56	45.31	1.5	1.5	2.0	2.0	11.79	19.30	0.00	0.73	
CEMENT MASON	All	ALL		36.55	39.30	1.5	1.5	2.0	2.0	11.10	21.61	0.00	0.50	
CERAMIC TILE FINISHER	All	BLD		36.32		1.5	1.5	2.0	2.0	10.85	9.39	0.00	0.83	
COMMUNICATION TECHNICIAN	All	BLD		41.36	45.50	1.5	1.5	2.0	2.0	14.54	16.03	0.00	0.83	
ELECTRIC PWR EQMT OP	All	ALL		46.06	62.84	1.5	1.5	2.0	2.0	6.75	12.90	0.00	1.15	1.38
ELECTRIC PWR GRNDMAN	All	ALL		35.38	62.84	1.5	1.5	2.0	2.0	6.75	9.91	0.00	0.88	1.06
ELECTRIC PWR LINEMAN	All	ALL		55.37	62.84	1.5	1.5	2.0	2.0	6.75	15.50	0.00	1.38	1.66
ELECTRIC PWR TRK DRV	All	ALL		36.67	62.84	1.5	1.5	2.0	2.0	6.75	10.27	0.00	0.92	1.10
ELECTRICIAN	E	BLD		48.62	53.48	1.5	1.5	2.0	2.0	14.54	21.46	0.00	0.97	
ELECTRICIAN	W	BLD		33.85	37.24	1.5	1.5	2.0	2.0	9.00	8.82	0.00	0.34	
ELEVATOR CONSTRUCTOR	All	BLD		53.80	60.53	2.0	2.0	2.0	2.0	15.72	18.41	4.30	0.63	
GLAZIER	All	BLD		27.77	29.92	1.5	1.5	2.0	2.0	6.94	10.37	0.00	0.85	
HEAT/FROST INSULATOR	All	BLD		30.81	32.31	1.5	1.5	2.0	2.0	7.60	13.25	0.00	1.20	
IRON WORKER	E	ALL		40.85	45.75	2.0	2.0	2.0	2.0	12.66	28.22	0.00	1.55	
IRON WORKER	W	ALL		33.00	35.64	1.5	1.5	2.0	2.0	11.94	14.95	0.00	0.72	
LABORER	All	BLD		34.92	35.92	1.5	1.5	2.0	2.0	9.35	20.96	0.00	0.80	
LABORER	All	HWY		40.42	41.17	1.5	1.5	2.0	2.0	9.35	20.96	0.00	0.80	
LABORER, SKILLED	All	HWY		43.47	44.22	1.5	1.5	2.0	2.0	9.35	20.96	0.00	0.80	
LATHER	All	BLD		37.13	41.21	1.5	1.5	2.0	2.0	11.79	19.30	0.00	0.73	
MACHINIST	All	BLD		49.68	52.18	1.5	1.5	2.0	2.0	7.93	8.95	1.85	1.47	
MARBLE FINISHER	All	BLD		36.32		1.5	1.5	2.0	2.0	10.85	9.39	0.00	0.83	
MARBLE MASON	All	BLD		39.05	41.55	1.5	1.5	2.0	2.0	10.85	11.65	0.00	0.88	
MILLWRIGHT	All	BLD		42.72	46.99	1.5	1.5	2.0	2.0	11.05	16.85	0.00	0.70	
OPERATING ENGINEER	All	BLD	1	47.15	51.15	2.0	2.0	2.0	2.0	20.90	16.90	2.85	2.05	
OPERATING ENGINEER	All	BLD	2	46.45	51.15	2.0	2.0	2.0	2.0	20.90	16.90	2.85	2.05	
OPERATING ENGINEER	All	BLD	3	44.00	51.15	2.0	2.0	2.0	2.0	20.90	16.90	2.85	2.05	

OPERATING ENGINEER	All	BLD	4	42.00	51.15	2.0	2.0	2.0	2.0	20.90	16.90	2.85	2.05	
OPERATING ENGINEER	All	BLD	5	50.90	51.15	2.0	2.0	2.0	2.0	20.90	16.90	2.85	2.05	
OPERATING ENGINEER	All	BLD	6	50.15	51.15	2.0	2.0	2.0	2.0	20.90	16.90	2.85	2.05	
OPERATING ENGINEER	All	BLD	7	47.15	51.15	2.0	2.0	2.0	2.0	20.90	16.90	2.85	2.05	
OPERATING ENGINEER	All	HWY	1	47.00	51.00	1.5	1.5	2.0	2.0	20.90	16.90	2.85	2.05	
OPERATING ENGINEER	All	HWY	2	46.45	51.00	1.5	1.5	2.0	2.0	20.90	16.90	2.85	2.05	
OPERATING ENGINEER	All	HWY	3	45.15	51.00	1.5	1.5	2.0	2.0	20.90	16.90	2.85	2.05	
OPERATING ENGINEER	All	HWY	4	43.70	51.00	1.5	1.5	2.0	2.0	20.90	16.90	2.85	2.05	
OPERATING ENGINEER	All	HWY	5	42.25	51.00	1.5	1.5	2.0	2.0	20.90	16.90	2.85	2.05	
OPERATING ENGINEER	All	HWY	6	50.00	51.00	1.5	1.5	2.0	2.0	20.90	16.90	2.85	2.05	
OPERATING ENGINEER	All	HWY	7	48.00	51.00	1.5	1.5	2.0	2.0	20.90	16.90	2.85	2.05	
PAINTER	All	ALL		41.15	43.15	1.5	1.5	1.5	2.0	15.14	8.67	0.00	1.35	
PILEDRIVER	All	BLD		38.13	42.32	1.5	1.5	2.0	2.0	11.79	19.30	0.00	0.73	
PILEDRIVER	All	HWY		44.56	46.31	1.5	1.5	2.0	2.0	11.79	19.30	0.00	0.73	
PIPEFITTER	All	BLD		50.45	53.98	1.5	1.5	2.0	2.0	9.70	12.90	0.00	1.95	
PLASTERER	All	BLD		36.83	40.51	1.5	1.5	2.0	2.0	11.80	18.94	0.00	0.50	
PLUMBER	All	BLD		50.45	53.98	1.5	1.5	2.0	2.0	9.70	12.90	0.00	1.95	
ROOFER	All	BLD		45.75	49.75	1.5	1.5	2.0	2.0	11.23	13.61	0.00	0.91	
SHEETMETAL WORKER	All	BLD		44.49	48.00	1.5	1.5	2.0	2.0	7.85	20.78	0.00	0.65	0.90
SPRINKLER FITTER	All	BLD		41.97	44.72	1.5	1.5	2.0	2.0	10.23	14.02	0.00	0.52	
STONE MASON	All	BLD		43.00	45.75	1.5	1.5	2.0	2.0	12.18	15.55	0.00	0.97	
TERRAZZO FINISHER	All	BLD		36.32		1.5	1.5	2.0	2.0	10.85	9.39	0.00	0.83	
TERRAZZO MASON	All	BLD		39.05	41.55	1.5	1.5	2.0	2.0	10.85	11.65	0.00	0.88	
TILE LAYER	All	BLD		37.13	41.21	1.5	1.5	2.0	2.0	11.79	19.30	0.00	0.73	
TILE MASON	All	BLD		39.05	41.55	1.5	1.5	2.0	2.0	10.85	11.65	0.00	0.88	
TRUCK DRIVER	All	O&C	1	31.88	35.37	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25	
TRUCK DRIVER	All	O&C	2	32.35	35.37	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25	
TRUCK DRIVER	All	O&C	3	32.57	35.37	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25	
TRUCK DRIVER	All	O&C	4	32.88	35.37	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25	
TRUCK DRIVER	All	O&C	5	33.76	35.37	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25	
TRUCK DRIVER	E	ALL	1	39.87	40.33	1.5	1.5	2.0	2.0	10.85	11.55	0.00	0.20	
TRUCK DRIVER	E	ALL	2	40.02	40.33	1.5	1.5	2.0	2.0	10.85	11.55	0.00	0.20	
TRUCK DRIVER	E	ALL	3	40.22	40.33	1.5	1.5	2.0	2.0	10.85	11.55	0.00	0.20	
TRUCK DRIVER	E	ALL	4	40.33	40.33	1.5	1.5	2.0	2.0	10.85	11.55	0.00	0.20	
TRUCK DRIVER	W	ALL	1	39.85	44.21	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25	
TRUCK DRIVER	W	ALL	2	40.44	44.21	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25	

TRUCK DRIVER	W	ALL	3	40.71	44.21	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25	
TRUCK DRIVER	W	ALL	4	41.10	44.21	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25	
TRUCK DRIVER	W	ALL	5	42.20	44.21	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25	
TUCKPOINTER	All	BLD		43.00	45.75	1.5	1.5	2.0	2.0	12.18	15.55	0.00	0.97	

### **Legend**

**Rg** Region

**Type** Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

**C** Class

**Base** Base Wage Rate

**OT M-F** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

**OT Sa** Overtime pay required for every hour worked on Saturdays

**OT Su** Overtime pay required for every hour worked on Sundays

**OT Hol** Overtime pay required for every hour worked on Holidays

**H/W** Health/Welfare benefit

**Vac** Vacation

**Trng** Training

**Other Ins** Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations JO DAVIESS COUNTY

ELECTRICIANS (EAST) - Townships of Warren, Rush, Nora, Stockton, Wards Grove, Pleasant Valley and Berrenman.

IRONWORKERS (EAST) - That part of the county East of a North-South line from the North county line through Elizabeth, and East of a diagonal line from Elizabeth through Derinda Center to the South county line.

TRUCK DRIVERS (WEST) - That part of the county West of Rt. 78 including Stockton.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

### **EXPLANATION OF CLASSES**

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

#### COMMUNICATIONS TECHNICIAN

Installing, manufacturing, assembling and maintaining sound and intercom, protection alarm (security), fire alarm, master antenna television, closed circuit television, low voltage control for computers and/or door monitoring, school communications systems, telephones and servicing of nurse and emergency calls, and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with above systems. All work associated with these system installations will be included EXCEPT the installation of protective metallic conduit in new construction projects (excluding less than ten-foot runs strictly for protection of cable) and 120 volt AC (or higher) power wiring and associated hardware.

#### LABORER, SKILLED - HIGHWAY

Individuals engaged in the following types of work, irrespective of the site of the work: asbestos abatement worker, handling of any materials with any foreign matter harmful to skin or clothing, track laborer, cement handlers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers wet, tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen with technical engineers, rod and chainmen with land surveyors, rod and chainmen with surveyors, vibrator operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand, and shore laborers, bankmen on floating plant, grade checker, power tools, front end man on chip spreaders, cession workers plus depth, gunnite nozzle men, lead man on sewer work, welders, cutters, burners and torchmen, chainsaw operators, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setter - street and highway, air tamping hammermen, signal man on crane, concrete saw operator, screedman on asphalt pavers, laborers tending masons with hot material or where foreign materials are used, mortar mixer operators, multiple concrete duct - leadsman, lumen, asphalt raker, curb asphalt machine operator, ready mix scalemen (permanent, portable or temporary plant), laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, coring machine operator, plaster tender, underpinning and shoring of buildings, pump men, manhole and catch basin, dirt and stone tamper, hose men on concrete pumps, hazardous waste worker, lead base paint abatement worker, lining of pipe, refusing machine, assisting on direct boring machine, the work of laying watermain, fire hydrants, all mechanical joints to watermain work, sewer worker, and tapping water service and forced lift station mechanical worker.

#### OPERATING ENGINEERS - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver (over 27E cu. ft.): Concrete Paver (27 cu. ft. and under); Concrete Placer; Concrete Pump (Truck Mounted); Concrete Conveyor (Truck Mounted); Concrete Tower; Cranes, All; GCI and similar types (required two operators only); Cranes, Hammerhead; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment - excluding hose work and any sewer work); Locomotives, All; Lubrication Technician; Manipulators; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Raised and Blind Hole Drill; Rock Drill (self-propelled); Rock Drill - Truck Mounted; Roto Mill Grinder;

Scoops - Tractor Drawn; Slipform Paver; Scrapers Prime Movers; Straddle Buggies; Tie Back Machine; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Asphalt Spreader; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, or Drilling - with a seat); Lowboys; Pumps, Over 3" (1 to 3 not to exceed total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Elevator push button with automatic doors; Hoists, Inside; Oilers; Brick Forklift.

Class 5. Assistant Craft Foreman

Class 6. Mechanics; Welders.

Class 7. Gradall

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Silo Tender; Asphalt Spreader; Autograder; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Backhoe w/shear attachments; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Directional Boring Machine over 12"; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Hydro Vac, Self Propelled, Truck Mounted (excluding hose work and any sewer work); Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; GCI Crane; Hydraulic Telescoping Form (Tunnel); Tie Back Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader with attached pusher; Tractor with Boom; Tractaire with Attachments; Traffic Barrier Conveyor Machine; Raised or Blind Hole Drills; Trenching Machine (over 12"); Truck Mounted Concrete Pump with Boom; Truck Mounted Concrete Conveyor; Work Boat (no license required - 90 h.p. or above); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw (large self-propelled - excluding walk-behinds and hand-held); Conveyor Muck Cars (Haglund or Similar Type); Drills, all; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro Blaster; All Locomotives, Dinky; Off-Road Hauling Units; Non-Self Loading Dump; Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form - Motor Driven.

Class 4. Air Compressor - Small and Large; Asphalt Spreader, Backend Man; Bobcat (Skid Steer) all; Brick Forklift; Combination - Small Equipment Operator; Directional Boring Machine up to 12"; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Trencher 12" and under; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Oilers and Directional Boring Machine Locator.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - WEST

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

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

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch



trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

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

#### TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

#### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".