# **BID DOCUMENTS AND CONTRACTS**

### FOR

# ST. CLAIR COUNTY HOUSING AUTHORITY

**Capital Fund Improvements** 

# **Street and Parking Improvements**

AMP 1,2,3,4,6

COMMISSIONERS Dan Barger, Chairman Sister Julia Huiskamp Stephanie Belt Herbert Simmons Jacqueline Johnson

### EXECUTIVE DIRECTOR

Vera Jones

### PROJECT MANAGER

Nick Urban

April 29, 2024

Contract Number IFB-24-B001

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\*Note: Bidder is required to return the documents below with the appropriate signature, date, and notarized where appropriate. Failure to do so as indicated on the document may be cause to reject the bid.

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**SECTION 1** 

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# **INVITATION FOR BIDS**

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# INVITATION FOR BIDS

The St. Clair County Housing Authority is accepting sealed bids for work officially known as; **Street and Parking Improvements AMP 1,2,3,4,6;** at the Central Office Building, 1790 South 74<sup>th</sup> Street, Belleville, IL 62223 until 10:00 AM prevailing time May 29, 2024. Bids will be opened at 10:00 AM at the same location.

### OWNER'S CONTACT FOR THIS PROJECT: Nick Urban, Project Manager at (618) 277-6892.

DESCRIPTION OF WORK: The Base Bid includes asphalt parking and roadway resurfacing, sealing and striping asphalt parking areas, driveway widening, and stormwater drainage improvements including regrading and culvert replacements. Construction of a new gravel access road and paved drainage swale are included as alternate bids.

JOB SITE VISITATION: A pre-bid meeting describing the job will be conducted on **Tuesday, May 7, 2024, at 10:00 AM** by the owner's representative. All bidders desiring to review the work should meet at, **1790 S. 74<sup>th</sup> St., Belleville, Illinois**.

### THIS WILL BE THE ONLY JOB SITE VISITATION CONDUCTED.

BID BONDS: Each bid must be accompanied by a certified check, bank draft, U. S. Government Bonds at par value or a 5% bid bond secured by an approved surety company. The surety company must be authorized to do business in the State of Illinois and must be acceptable to the Government. If the bid guarantee is not submitted with the bid, the PHA shall reject the bid. No bid may be withdrawn within sixty days after the scheduled bid opening.

BID SUBMISSIONS: All bids must be submitted and signed on the Bid Forms finished in the Bid Packet. Failure to do so may result in the rejection of your bid.

AFFIRMATIVE ACTION AND EQUAL OPPURTUNITY: All bidders are advised that they must satisfy the requirement to utilize qualified minority businesses to perform subcontracted work or supply materials and/or equipment for this project.

OWNER'S RIGHTS: The SCCHA reserves the right to reject any and all bids. The SCCHA may waiver minor defects or irregularities in the bidding, other than the bid submission deadline, the bid bond requirement and the bid form, and further reserves the right to negotiate with the low bidder such changes in the price and scope of work as may be necessary to achieve financial feasibility.

HUD APPROVAL: The work is to be funded by the U. S. Department of Housing and Urban Development (HUD), and the contract administered by the SCCHA. HUD reserves the right to approve the contractor selected by the Authority.

BID DOCUMENTS: Drawings and Specifications may be obtained from Hurst-Rosche, Inc. 5 Bank Square, E. St. Louis, IL 62203 after April 29, 2024, by paying a non-refundable amount of \$50.00 (\$65.00 if mailed) for each set. Drawings and specifications will be available for viewing on the internet at: www.hurst-rosche.com or projects@siba-agc.org. The Documents are being provided for reference purposes only. At a minimum, bidders must obtain clean copies of bid forms by paying a non-refundable amount of \$10.00 to submit a bid for this project. Should a bidder find discrepancies or omissions in the drawings and/or specifications or he/she should be in doubt as to the meaning, he/she shall at once notify the owner. Any changes of interpretations of the bid documents will be issued by way of a formal addendum to all plan holders. All bidders must acknowledge receipt of addenda in the space provided on the Bid Form. Bidder's must also submit with their bid all required Housing Authority documents as stated in the Table of Contents.

PERFORMANCE GUARANTY: The contractor shall be required to furnish a performance and payment bond for 100% of the contract price.

WAGE RATE DETERMINATION: All workers participating in the execution of this contract must be paid not less than Davis Bacon wage rates as listed in the attached Wage Decision.

PROJECT LABOR AGREEMENT: All contractors performing work shall sign and be party to the project labor agreement included in the specifications.

INSURANCE: The contractor must provide proof of Comprehensive General Public Liability and Automobile Liability Insurance each with a minimum of \$1,000,000.00 with SCCHA listed as an additional insured (requiring a separate additional insured endorsement form attached to Certificate of Insurance) and Illinois Worker's Compensation Insurance in accordance with Illinois State Law to the Owner prior to issuance of the "Notice to Proceed."

ST. CL		OUNTY HOUSING AUTHORITY	
Vera J	ORes	An-	D
EXEC	UTIVE	DIRECTOR	

4/17/2024

DATE

# **SECTION 2**

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# **INSTRUCTIONS TO BIDDERS HUD 5369**

U.S. Department of Housing and Urban Development Office of Public and Indian Housing

# Instructions to Bidders for Contracts Public and Indian Housing Programs

### Instructions to Bidders for Contracts

Public and Indian Housing Programs

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#### 1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affect-***ing the Work* of the *General Conditions of the Contract for Construc-tion*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

#### 2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

#### 3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

#### 4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

#### 5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

#### 6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

#### 7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/ IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

#### 8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

#### 9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

#### 10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] ---

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[ ] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website http://www.fms.treas.gov/c570/index.html, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

# 11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

# **12. Indian Preference Requirements** (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indianowned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise. (f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts. r

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# **GENERAL CONDITIONS HUD 5370**

# General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB Approval No. 2577-0157 (exp. 1/31/2027)

### Applicability. This form is applicable to any

### construction/development contract greater than \$250,000.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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Materials

#### 1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an (f) The Contractor shall confine all operations (including Annual Contributions Terms and Conditions (ACC), to

provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General

Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor, Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD, (g) "Project" means the entire project, whether construction

- or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (I) "Work" means materials, workmanship, and manufacture and fabrication of components.

#### 2. Contractor's Responsibility for Work

Previous editions are obsolete Replaces form HUD-5370-A

- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own ] (12 percent organization, work equivalent to at least [ unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer. (g) The Contractor shall at all times keep the work area,
  - including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
  - (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

### 3. Architect's Duties, Responsibilities, and Authority

(a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, Schedule engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
  (c) The Architect's duties and responsibilities may include but
- shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
- (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
- (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
- (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

#### 4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

#### Construction Requirements

#### 5. Pre-construction Conference and Notice to Proceed of the work, and that it has investigated and satisfied itself

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

#### 6. Construction Progress

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
  - (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

#### 7. Site Investigation and Conditions Affecting the Work

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location

as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads;(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site,

including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

(b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

#### 8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the

Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

#### 9. Specifications and Drawings for Construction

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall

promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

(d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued. (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.
- 10. As-Built Drawings
- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.
- 11. Material and Workmanship
- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
- (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates

incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.
- 12. Permits and Codes
- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.
- 13. Health, Safety, and Accident Prevention
- (a) In performing this contract, the Contractor shall:
- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- Prevent damage to property, materials, supplies, and equipment; and,
- (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
- (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

#### 14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

- 15. Availability and Use of Utility Services
- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.
- 16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements
- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the
- Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels **Construction** when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (i) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

#### 17, Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

#### 18. Clean Air and Water

The contactor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

#### 19. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

#### 20. Inspection and Acceptance of

(a) Definitions. As used in this clause 
(1) "Acceptance" means the act of an authorized
representative of the PHA by which the PHA approves
and assumes ownership of the work performed under this
contract. Acceptance may be partial or complete.
(2) "Inspection" means examining and testing the work
performed under the contract (including, when
appropriate, raw materials, equipment, components, and

intermediate assemblies) to determine whether it conforms to contract requirements. (3) "Testing" means that element of inspection that

determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.

- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the
- completed work under paragraph (j) below.
  (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
  (e) The Contractor shall promptly furnish, without additional
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the Construction PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

#### 21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deermed an acceptance of any work under the contract.
  (b) While the PHA has such possession or use, the
- Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

#### 22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

#### 23. Warranty of

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—

   (1) The Contractor's failure to conform to contract requirements; or
  - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
  - Obtain all warranties that would be given in normal commercial practice;
  - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
  - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (i) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.
- 24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

this contract within calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

#### 26. Order of Provisions

accordance with the terms and conditions of the In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

#### 27. Payments

retain ten (10) percent of the amount of progress

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

(d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved

submitted not later than \_\_\_\_\_ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:
  - The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
  - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
  - (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in

subcontract.

Name:

Title:

Date:

(f) Except as otherwise provided in State law, the PHA shall

payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.

(g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments. Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting

Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to

also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.

- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

#### 28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

#### 29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
  (1) In the specifications (including drawings and designs);
  (2) In the method or manner of performance of the work;
  (3) PHA-furnished facilities, equipment, materials,
  - (3) PHA-turnished facilities, equipment, matchais, services, or site; or,
     (4) Directing the acceleration in the performance of the
  - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this

contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be

allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment

shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- Profit. The amount of profit shall be negotiated and (3) may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein.
   Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

#### 30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the
  - Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

#### **31. Disputes**

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and
  - procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

#### 32. Default

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the **Convenience** Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity,
   (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes,
   (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
- (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

#### 33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of <u>\$\_\_\_\_\_</u> Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be
  - assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

(c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

#### 34. Termination for

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for

work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and

protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the

- value of the work performed by the Contractor.
   (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

#### 35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

#### 36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
  - Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
  - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ \_\_\_\_\_\_ [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

- (b) Before commencing work, the Contractor shall furnish the
- PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment<sub>1</sub> is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It
- need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or nonrenewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

#### 37. Subcontracts

- (a) Definitions. As used in this contract -
  - (1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

- (2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the \_\_Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

#### 38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they

are potential sources; (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum

participation by small and minority businesses and women's business enterprises;

(d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

(e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

#### 39. Equal Employment Opportunity

During the performance of this contract, the Contractor/ Seller agrees as follows:

(a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(b) The Contractor/Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship

Previous editions are obsolete Replaces form HUD-5370-A form HUD-5370 (1/2014)

(c) The Contractor/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(d) The Contractor/Seller shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor/Seller shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor/Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor/Seller shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor/Seller shall permit

access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a that the Contractor/Seller is in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions in cluding sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.
- Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

(a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

#### 41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

# 42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

#### 43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Acts Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

#### 44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no

reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

#### 45, Examination and Retention of Contractor's Records

(a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this

contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA,
- HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 46. Labor Standards - Davis-Bacon and Related

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably

anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular 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 in the wage determination for the classification of work actually

performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (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.

(2) (i) 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. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(ii)

- In the event the Contractor, the laborers or (iii) mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
  - (3) 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.
  - (4) 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.

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to 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 in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
  - (1) 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 in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash 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 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.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
  - (ii) 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:
- (A) Certify the following: That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) 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.
  - (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
  - (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
  - (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, 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.

(d) (1) 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 and Training, Employer and Labor Services (OATELS), or with a State

Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS 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 in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman 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 of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, 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.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in 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 in 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 in 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 in 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.
  (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) 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.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause 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 PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
  - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
  - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
  - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$27 for each calendar day on which such Individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause, DOL posts current fines at: https://www.dol.gov/whd/ govcontracts/cwhssa.htm#cmp
  - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the 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 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 provisions set forth in subparagraph (j)(2) of this clause.
  - (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

(a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
(1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C.

3141 et seq.) to be prevailing in the locality with respect to such trade;(b) An applicable apprentice wage rate based thereon

(c) An apprenticeship program registered with
 specified in an apprenticeship program registered with
 the U.S. Department of Labor (DOL) or a DOL recognized State Apprenticeship Agency; or
 (c) An applicable trainee wage rate based thereon specified
 in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National institute of Standards and Technology, if applicable to the item; or (3) are only available at an

unreasonable price.

() Paragraph (a) of this clause shall apply to items

purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract. C

# **SECTION 4**

# SUPPLEMENTAL GENERAL CONDITIONS

### SCCHA SUPPLEMENT TO THE GENERAL CONDITIONS

- A. The Contractor shall furnish all labor, material, equipment and services necessary to complete work as specified under this contract.
- B. The Contractor has no right to assign or subcontract the work under this contract of any part thereof to another party without the expressed written approval of the owner.
- C. The contractor will be required to begin work within 10 working days of receipt of written Notice to Proceed by the Owner.
- D. Payment under this contract will be partial payments at approximately 30-day intervals. Payment less 10% retainage will be made after submission of proper documents and receipt of funds from HUD. The Owner reserves the right to withhold payment for any work not completed in a proper workmanlike manner by notifying the Contractor of the action required to remedy the condition.
- E. Contractor is responsible for application, payment and obtaining all necessary permits and licenses required for the work specified in this contract.
- F. The Contractor is responsible for obtaining additional copies of plans and specifications at the contractor's expense from the Architect.
- G. Under no circumstances shall trash or debris be allowed to accumulate on premises. All debris resulting from the work shall be removed by the contractor at the end of each workday.
- H. Contractor is requested to have a work force comprised of at least 20% minority subcontractors and/or material suppliers.
- Before submitting their proposals, bidder shall carefully examine the drawings and specifications, waist the project site, and fully inform themselves as to the existing conditions. All bidders shall make their proposals to carry out and complete the work under such conditions and in strict accordance with the drawing, specifications, and local codes and ordinances.
- J. Contractor may be required to work between established hours of 7:30 a.m. to 5:30 p.m.
- K. The Contractor agrees to warrant the workmanship and materials of the Contract work against and defect for a period of one (1) year from date of Final Payment in the form of a Good Faith Agreement. Contracts exceeding \$100,000.00 will require both a Good Faith Agreement and a Warranty Bond for 100% of the contracted amount.
- L. Contractor is responsible for security of the buildings, materials, equipment and supplies related to this contract.
- M. Contractor will not be authorized to start work or gather materials related to this contract until receipt of written Notice of Award and Notice to Proceed from Owner. Contracts over \$70,000.00 must be approved by the SCCHA Board of Commissioners prior to issuance of Notice of Award and Notice to Proceed.
- N. The Contractor or Subcontractor is prohibited from placing lien on the PHA's property.
- O. No vehicles will be allowed on non-street areas of the property. Any damages created by construction vehicles, employee vehicles or delivery vehicles will be charged to the Contractor.
- P. At no time will any work be charged on an hourly rate or per hour basis.
- Q. The "Contractor shall provide cost proposals for all contract modifications on the enclosed forms; Construction Cost Estimate Breakdown (CCEB) and Construction Cost Estimate Breakdown Summary (CCEBS3 12/97).
- R. The Contractor and their subcontractors shall comply with Section 3 recordkeeping and reporting requirements pursuant to 4 CFR § 75.31. Maintain documentation to demonstrate compliance with the regulations and provide any documentation that will assist the PHA in demonstrating compliance, including documentation that shows hours worked by Section 3 workers and Targeted Section 3 workers.

# **SECTION 5**

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# ADDITIONAL INSURED ENDORSEMENT SAMPLE

Eff: 01/01/98

# SAMPLE COPY

### ADDITIONAL INSURED ENDORSEMENT

Reference is made to the attached Certificate as To Evidence of Insurance.

It is agreed that: St. Clair County Housing Authority 1790 South 74<sup>th</sup> Street, Belleville, IL 62223

The person or organization to which the attached Certificate is issued is an additional insured. This applies only with respect to liability arising out of the acts or omissions of the named insured. It applies only to the coverage's indicated on the Certificate.

This extension of coverage does not apply:

- 1. To liability arising out of the negligence of the additional insured, its agents or employees, unless the agent or employee is the named insured.
- 2. To any defect of material, design or workmanship in any equipment of which the additional insured is the owner, lessor, manufacturer, mortgagee, or beneficiary.
- 3. To any vehicle liability when the named insured is not the owner or does not have care, custody, or control of the vehicle.

The intent of this endorsement is to provide the coverage as stated above and in the Certificate. If any court shall interpret this endorsement to provide coverage other than what is stated above then our limits of liability shall be the limits of bodily injury liability and property damage liability specified by any motor vehicle financial responsibility law of the state, province, or territory where the named insured resides. If there is no such law, our limit of liability shall be \$5,000 on account of bodily injury sustained by one person in any one occurrence and subject to this provision respecting each person, \$10,000 on account of bodily injury sustained by two or more persons in any one occurrence. Our total liability for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed \$5,000. This endorsement does not increase the coverage limit.

This endorsement becomes a part of the policy to which it is attached and supersedes and controls anything in the policy contrary hereto but is otherwise subject to the Declarations, Insuring Agreements, Exclusions and Conditions thereof.

Pol. #1234 56 78 Agt. #12 34 56

## **SECTION 6**

1

STANDARD FORM AGREEMENT



### BETWEEN

### ST. CLAIR COUNTY HOUSING AUTHORITY

AND

### CONTRACTOR

Be it understood that as of this day, \_\_\_\_\_, the St. Clair County Housing Authority (hereafter called the "Owner") has entered into an Agreement with \_\_\_\_\_\_ (hereafter called the "Contractor") for the work "Street and Parking Improvements" as proposed on; May 29, 2024, for the sum of \$\_\_\_\_\_\_ subject to the conditions herein contained.

### ARTICLE 1 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, and all modifications issued subsequent thereto. These form the Contract and all are fully a part of the Contract as if attached to this Agreement of repeated herein. An enumeration of the Contractor Documents appears in Article 20.

### ARTICLE 2 WORK TO BE PERFORMED

The contractor shall perform all the work required by the Contract Documents for:

Description of Work: The Base Bid includes asphalt parking and roadway resurfacing, sealing and striping asphalt parking areas, driveway widening, and stormwater drainage improvements including regrading and culvert replacements. Construction of a new gravel access road and paved drainage swale are included as alternate bids.

Property: AMP 1,2,3,4,6

Location: Brooklyn, Cahokia Heights, Lenzburg, Belleville, and Millstadt, IL.

### ARTICLE 3 PERFORMANCE BOND

Prior to the "Notice to Proceed" the Contractor agrees to provide a performance and payment bond for 100% of the contract price.

### ARTICLE 4 INSURANCE

Contractor shall provide proof of Comprehensive General Public Liability and Automobile Insurance with a minimum of \$1,000,000 limit per occurrence with a minimum of 2,000,000 aggregate limit. Certificate shall have original signatures on an original Certificate of Insurance. Copies, including those electronically transmitted, are not acceptable. St. Clair County Housing Authority, 1790 S. 74<sup>th</sup> Street, Belleville, IL 62223, shall be listed on the Certificate as an Additional Insured **with an**
Additional Insured Endorsement Form as an attachment to the Certificate of Insurance. Additional insured coverage must be primary over any other valid and collectible insurance available to SCCHA whether primary, excess, contingent or on any other basis. The insurer shall change the language in the "Cancellation Block" to read "the issuing company **shall** mail written notice to the certificate holder named" and statements such as "endeavor to notify" or "attempt to notify" shall not be acceptable. The cancellation notice notification period shall also be noted as **30 days**.

# ARTICLE 5 HOLD HARMLESS AGREEMENT

The contractor shall indemnify and hold harmless the housing authority and its employees from and against all claims for personal injury or property damage, including claims against the housing authority, its agents or servants, and all losses and expenses, including attorney's fees that may be incurred by the housing authority defending such claims, arising out of or resulting from the performance of the work and caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the housing authority or any of its agents or servants by an employee of a contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contract or subcontractor under Workers Compensation Acts, Disability Acts, or their Employee Benefit Acts.

# ARTICLE 6 PREVAILING WAGE RATE

The contractor shall be responsible for compliance with the Davis-Bacon Act including the prevailing wage rate requirements as applicable to the location where the work is performed; with copies of applicable Department of Labor Wage Rate Determination to be furnished by the Owner. Davis-Bacon Wage Decision is an attachment to this contract.

# ARTICLE 7 PAYROLL SUBMISSION

The Contractor will submit a Weekly Payroll Report of forms provided by the owner. Reports will be submitted on Monday reflecting the work completed the previous week. All employees participating in the execution of this contract must be listed on the Weekly Payroll Report.

# ARTICLE 8 TIME TO PERFORM

The work on this Contract is to commence by July 1<sup>st</sup>, 2024, and is to be completed within 120 days, but no later than 4:00 p.m. Prevailing Time October 28<sup>th</sup>, 2024; or a construction delay penalty of 100.00 per day shall be deducted from the contract price unless the Owner agrees in writing to an extension of this deadline.

# ARTICLE 9 MATERIALS

Contractor will furnish all materials and equipment required to perform this contract.

Owner shall pay the Contractor for the performance of the work, subject to the additions and deductions by approved Change Order as provided in the Contract, in current funds, the Contract Sum of \$\_\_\_\_\_.

# ARTICLE 11 MULTIPLE PROGRESS PAYMENT

Based upon the Application for Payment submitted to the Architect or the Owner's representative by the Contractor and Certificates for Payments issued by the Architect or Owner's Representative, the Owner shall make progress on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract in accordance with General Conditions, HUD Form 5370, Section 6 and 27.

# ARTICLE 12 FINAL PAYMENT

The final payment, consisting of the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor after the contractor has completed and submitted the proper documentation to the Owner unless otherwise stipulated, provided the work has been completed, the contract fully performed, and a Final Certificate of Payment approved and issued by the Owner.

# ARTICLE 13 AFFIDAVIT AND LIEN WAIVER SUBMISSION

The contractor will provide the Owner with an Affidavit attesting to the Fact that all labor and materials except those provided by owner will be supplied by the Contractor, and that there shall by no other subcontractor and/or material suppliers required to complete the work of the contract.

- A. The Contractor will provide a lien waiver in the amount of the payment requested.
- B. The Contractor will provide the Owner with Affidavits and Final Lien Waivers for all subcontractors and material suppliers involved in the completion of the work of the contract upon request for final payment.
- C. The Contractor shall deliver to the Owner a signed and notarized Contractor's Certificate of Release of all liens arising out of this contract prior to final payment.

# ARTICLE 14 SAFETY/EEO

The Contractor agrees that all work will be performed in compliance with all applicable State and Federal laws related to Occupational Safety and Equal Employment Opportunity.

# ARTICLE 15 NO INTEREST CLAUSE

No member, officer or employee of the housing authority during his/her tenure or for one (1) year thereafter shall have any interest direct or indirect in this contract or the proceeds thereof.

# ARTICLE 16 WARRANTY

The Contractor agrees to Warranty the workmanship, materials and equipment of the Contract Work against any defect for a period of one (1) year from date of Final Payment in the form of a Good Faith Agreement and a Warranty Bond for One Hundred (100%) of the Contract Sum.

# ARTICLE 17 PERMITS AND LICENSES

The Contractor agrees to be responsible for application, payment and obtaining all necessary permits and licenses required for the work specified in this contract and as amended by change order.

# ARTICLE 18 PLANS AND SPECIFICATIONS

The Contractor is responsible for obtaining additional copies of plans and specifications at the contractor's expense.

# ARTICLE 19 SECTION 3 REQUIREMENTS

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the Section 3 covered project.

The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR part 75, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

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

The contractor will include the Section 3 clause in every subcontract for work n connection with the project and will, at the direction of the applicant for or recipient of Federal Financial assistance, take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR part 75. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR part 75 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations. Compliance with the provisions of section 3, the regulations set forth in 24 CFR part 75, and all applicable rules and orders of the Department issued there under prior to

the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR part 75.

The contractor will certify that any vacant employment positions, including training position, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

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

Recipient (SCCHA)

Contractor

# ARTICLE 20 MISCELLANEOUS PROVISIONS

Terms used in this Agreement that are defined in the conditions of the Contract shall have the meanings designated in those Conditions.

Minority Participation Goal: Pursuant to established St. Clair County Housing Authority Affirmative Action and Equal Opportunity Goals, the Contractor shall be advised that they must satisfy the requirement to utilize qualified minority businesses to perform subcontract work or supply materials and/or equipment for this project. The established goal for said participation shall be no less than 20% of the total contract price.

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and enumerated as follows:

- 1. Bid package
- 2. Instructions to Bidders HUD 5369
- 3. General Conditions HUD 5370
- 4. SCCHA Supplemental General Conditions
- 5. Wage Decision
- 6. Bid Form
- 7. Statement of Bidders HUD 5369A
- 8. Contract Documents
- 9. Affirmative Action & EEO Requirements
- 10. Certification of Payments HUD 50071
- 11. Disclosure of Lobbying Activities HUD SF-LLL
- 12. Section 3 Documents
- 13. Plans and Specifications
- 14. Working Drawings

# THIS AGREEMENT EXECUTED ON THIS DATE:

# OWNER:

# CONTRACTOR:

St. Clair County Housing Authority 1790 South 74 <sup>th</sup> Street Belleville, IL 62223	
BY: Vera Jones Executive Director	BY: Contractor Signature
DATE:	Title DATE:

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**CONTRACT MODIFICATION FORMS** 

# ST. CLAIR COUNTY HOUSING AUTH RITY

form: ccebs3 12/97

# CONSTRUCTION COST ESTIMATE BREAKDOWN SUMMARY

DREARDOWNSONNMART		
CONTRACT MODIFICATION NO .:	CONTRACTOR:	
DATE:		
PROJECT:		

# I. CONTRACTOR WORK PERFORMANCE BREAKDOWN

NOTE: Construction Cost Estimate Breakdown Must Be Attached

A Material/Equipment Costs	Additions \$	Deletions - \$	Net Total \$	
B. Labor Cost	\$	-\$	\$	
C. Other Direct Cost	\$	-\$	\$	
D. Total Direct Cost	\$	-\$	\$	
E. Overhead* 10% of D (add) 10% of D (Del)	\$	-\$	\$	
F. Subtotal (lines D + E)			=\$	
G. Profit 10% of F (Net Total)			=\$	
H. Total Unit Prices (Includes overhead ar	nd profit)		-\$	
I.	Total (Net Tot	al of Lines F + g + H)	\$	-

\*Overhead to be calculated individually for net totals of additions & deletions. Credit for Overhead of Deletions may or may not be included as negotiated with the Contracting Officer.

# II. SUBCONTRACTOR'S SUMMARY OF DETAILED BREAKDOWN AND CONTRACTORS MARK-UP

\*Note: Subcontractors direct cost below shall include 10% overhead.

Subcontractor	Additions	Deletions	Net Total
	\$	-\$	=\$
	\$	·-\$	=\$
	\$	-\$	=\$
	\$	-\$	=\$
J. K. Contractors O & P 6% of line J	= \$	Total Direct Cost (minimum \$50.00)	\$
L. Profit of Subcontractor's 10% of line J M.	= 2	Total O & P (Lines K + L)	\$
N. Total Subcontractor's Unit Prices (Includes Overhead and Profit) O.	Total (lines J + M+ N)	\$ \$	
III. PROPOSAL The proposal (increases) (decreases) the c	ontract amount by: TOTAI	L PRICE (Lines I + O) \$	
Firm Name		by	
Date		Title	

Note: Attached detailed breakdowns from Contractor and each subcontractor identifying direct cost, overhead and profit, separately

			st. Clair (	County	Housi	ng Author	ity			
	Coot Vetimata Broakde	uwo				ł	Date:			
Contra	ctor/Subcontractor:				<	ddress:				
100	of for: (11,0rk to he nerformed)						Proposed Tot	al Contract P	rice:	
Contra	of Modification Number:		roject:				Work Locatic	:u		
	ICT INTOMITICATION LYANNON		Material	Equipment	t Cost	Labor Cost		-		T in Total
Line No.	Item	Unit of Measure	Quantity	Unit	Total	Manhours	Rate	lotal	Direct Cost	LINE I ULAI

SCCHA Form CCEB 12/97

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**SECTION 8** 

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**WAGE DECISION** 

Superseded General Decision Number: IL20230017

State: Illinois

Construction Types: Heavy and Highway

Counties: Bond, Calhoun, Clinton, Greene, Jersey, Macoupin, Madison, Monroe, Montgomery, St Clair and Washington Counties in Illinois.

MACOUPIN (upper 1/2) & MONTGOMERY (upper 1/2, INCLUDING WAGGONER, STANDARD CITY, & NORTH THEREOF) COUNTIES:

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul> <li>executive order 14020 generally applies to the contract.</li> <li>The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul> <li>Executive Order 13658 generally applies to the contract.</li> <li>The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this 4/16/24, 9:19 AM

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wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication	Date
0	01/05/2024	
1	01/12/2024	
2	02/02/2024	
3	04/05/2024	

CARP0270-015 05/01/2017

	Rates	Fringes	
CARPENTER	\$ 32.15	25.97	
PILEDRIVERMAN	.\$ 33.15	25.97	
CARP0270-023 05/15/2020			

GREENE COUNTY

Rates	Fringes	
\$ 35.05 \$ 35.05	28.57	
**		

CARP0500-001 05/01/2021

CLINTON, MONROE, and WASHINGTON COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen	\$ 41.36	18.90
CARP0500-003 05/01/2021		

ST. CLAIR COUNTY

Rates	Fringes
\$ 41.36	18.90
Rates	Fringes
\$ 41.36	18.90
	Rates \$ 41.36 Rates \$ 41.36

CARP0664-006 05/01/2021

BOND, CALHOUN, and JERSEY COUNTIES

	Rates	Fringes
CARPENTER	\$ 41.36	18.90
ELEC0146-012 06/01/2022		

MONTGGOMERY COUNTY (East of Butler Grove, Grisham, Hillsboro &

	Rates	Fringes
ELECTRICIAN	.\$ 41.00	20.68
ELEC0193-003 06/01/2022		
MACOUPIN (Barr, Girard, Nilwood, South Palmyra aand Virden Twps), Harvel and Pitman Twps) COUNTIES	North & So AND MONTG	outh Otter, North & OMERY (Bois D' Arc,
	Rates	Fringes
ELECTRICIAN	.\$ 39.36	5%+18.95
* ELEC0193-011 04/01/2024		
MACOUPIN (Townships of Scottvil] Virden, Girard, Barr, South Palm and MONTGOMERY (Townships of Boi COUNTIES	le, North P nyra, South is D'Arc, P	almyra, North Otter, Otter, and Nilwood) itman, and Harvel)
	Rates	Fringes
Line Construction Groundman - Equipment Operator (Class I, all crawler type equipment larger than D-4, 15 ton crane or larger) Groundman - Truck Driver (with winch, may operate diggers, 5th wheel type trucks, crawler-type equipment, D-4 and smaller, backhoe 3/4 yard and under, rubber tire and crawler w/end loader, and may drive bucket truck and live boom type line trucks?	\$ 56.61 ).\$ 42.85	29.5%+7.25

 five boom type line trucks).\$ 42.85
 29.5%+7.25

 Groundman - Truck Driver
 (without winch)...........\$ 40.36
 29.5%+7.25

 Groundman (Class A)......\$ 38.38
 29.5%+7.25

 Lineman & Substation Tech...\$ 62.90
 29.5%+7.25

ELEC0309-002 12/05/2022

BOND (Westside), CLINTON, GREENE (ALL WORK PERFORMED ON THE ILLINOIS POWER COMPANY PROPERTY), JERSEY (ALL WORK PERFORMED ON THE ILLINOIS POWER COMPANY PROPERTY), MACOUPIN (EXCEPT North 1/3 & Southwest Corner), MADISON (EXCEPT East ALTON, ALTON, WOOD RIVER & HARTFORD), MONROE, MONTGOMERY (East of ROUNDTREE, IRVING & East FORK TWP.), RANDOLPH (PORTION OF RED BUD TOWNSHIP), ST. CLAIR, and WASHINGTON (OKAWVILLE & VENEDY TWPS.) COUNTIES

Rates Fringes

LINE CONSTRUCTION Cable Splicer; Lineman

/16/24, 9:19 AM	<:	SAM.gov
Welder Groundman Equipment	¢ 63.79	42.15%
Operator	\$ 52.84	42.15%
Groundman Truck Driver	\$ 43.13	42.15%
Groundman	\$ 39.45	42.15%
Lineman	\$ 60.75	42.15%

ELEC0309-003 09/04/2023

BOND (Western Half), CLINTON (EXCLUDES HUEY, HOFFMAN, & VIC.), MACOUPIN (EXCLUDES BRIGHTON TWP., ATHENVILLE, SCOTTVILLE, GIRARD & AREA N. THEREOF), MADISON (EXCLUDES ALTON, E. ALTON, HARTFORD & WOOD RIVER), MONROE, MONTGOMERY (WEST OF BUTLER GROVE, GRISHAM, HILLSBOROUGH & RAYMOND TWPS), ST. CLAIR and WASHINGTON (VENEDY TWP) COUNTIES

	Rates	Fringes	
ELECTRICIAN	\$ 46.47	56.43%	
ELEC0649-002 12/05/2022			

CALHOUN, GREENE, JERSEY, MACOUPIN (SOUTHWEST CORNER), AND MADISON (E. ALTON, ALTON, WOOD RIVER & HARTFORD) COUNTIES

	i i	ates	Fringes
Line	Construction		
	BLASTER\$	58.95	29%+10.25
	EQUIPMENT OPERATOR\$	50.48	29%+10.25
	GROUNDMAN - TRUCK DRIVER		
	W/WINCH\$	37.68	29%+10.25
	GROUNDMAN - TRUCK DRIVER		
	WO/WINCH\$	33.27	29%+10.25
	GROUNDMAN\$	32.38	29%+10.25
	LINEMAN; AND LINEMAN HOLE		
	BORING MACHINE OPERATOR\$	58.95	29%+10.25

ELEC0649-008 01/02/2023

CALHOUN, GREEN, JERSEY, MACOUPIN (SOUTHWEST CORNER), AND MADISON (ALTON, E. ALTON, HARTFORD & WOOD RIVER) COUNTIES

	Rates	Fringes
ELECTRICIAN	.\$ 47.43	26.16
ELEC0702-002 01/01/2024		

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

4/16/24, 9:19 AM	C		SAM.gov
	(	Rates	Fringes
Line Constr Ground Ground Operat	uction man - Class A\$ man - Equipment or Class II (all	36.89	29%+8.60
other Heavy Class	equipment)\$ - Equipment Operator I (all crawler type	44.92	29%+8.60
equipm Linema	ent D-4 and larger)\$ n\$	50.37 63.30	29%+8.60 29%+8.60
ELEC0702-0	17 01/01/2024		2023) 
BOND (Easte WASHINGTON	rn Half), CLINTON (Huey (Except Venedy TWP) COU	, Hoffman, & \ NTIES	/icinity), AND
		Rates	Fringes
ELECTRICIAN	\$	49.92	27.83
ENGI0520-0	05 08/01/2022		
		Rates	Fringes
POWER EQUIP	MENT OPERATOR		
Group	01\$	42.45	34.95
Group	02\$	41.32	34.95
Group	03\$	36.84	34.95
Group	04\$	43.45	34.95
Group	05\$	44.45	34.95
Group	06\$	45.00	34.95
Group	07\$	45.30	34.95
Group	08\$	45.60	34.95
Group	09\$	46.25	34.95
Group	10\$	46.75	34.95
Group	11\$	44.45	34.95
Group	12\$	45.45	34.95
POWER EQUIP	MENT OPERATOR CLASSIFIC	ATIONS	
GROUP 1: Clamshell	Cranes, Draglines, Sho s or Derrick Boats, Pil	vels, Skimmer e Drivers, Cra	Scoops, ane-Type
Operators	Diadaas Asphalt Spha	oding Machino	
Acobalt S	Spreading Machines All	locomotives (	Specifiews on
Tower Mar	hines Hoists Hydrauli	c Backhoes D	itching
Machinee	or Backfiller Cherryn	ickers overh	ead Cranes
Roller S	team or Gas Concrete P	avers Excavat	tor Concrete
Breakers	Concrete Pumps Bulk (	ement Plants	Coment Pumps
DerrickTv	(ne Drills, Boat Operato	rs. Motor Gra	ders or
Pushcats	Scoops or Toumanulls	Bulldozers. F	ndloaders or
Fork Lift	s. Power Blade or Fleva	ting Graders	Winch Cats.
Boom or W	linch Trucks or Boom Tra	ctors, Pipe W	rapping or
Painting	Machines, Asphalt Plant	Engineer, Jo	urneyman

Lubricating Engineer, Drills (other than derrick type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (two), Air Compressors (two) Water Pumps, regardless of size (two), Welding Machines (two), Siphons or Jets (two), Winch Head or Apparatuses (two), Light Plants (two), Waterblasters (two), all Tractors, regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon 4/16/24, 9:19 AM

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Machines, Longitudinal Floats, Jistributor Operators on Trucks, Winch Heads or Apparatuses (one), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, concrete saws of all types and sizes with their attachments, gobhoppers, excavators all sizes, the repair, greasing, and fueling of all diesel hammers, the operation, set-up and cleaning ofbidwells, concrete placement booms, the alterations, repair of all barges, water blasters of all sizes and their clutches, mobile lifts, hydraulic jacks where used for hoisting, diesel or gas powered flashing sings used for traffic control, micro pavers, log skiders, iceolators used on and off of pipeline, condor cranes, drill rigs of all sizes, bow boats, survey boats, ross carriers, bob-cats and all their attachments, skid steer loaders and all their attachments, creter crane, direct drive electric motors the bolting and unbolting the adjusting and shimming, (dewateringjobs, whirley crane, conveyor belts) etc., batch plants (all sizes), roto mills, conveyors systems of any size and any configuration, hydroseeders and strawblowers all sizes, operation, repair, service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, grout machines regardless of size, Nail launchers when mounted on a machine or self-propelled, con-cover machines, Goldhofer and similar S.P.M.T. (self-propelled modular transpmiers) heavy transport units and all Operators (except those listed below).

Group 2: Assistant Operators

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

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

GROUP 5: Oilers

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

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

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

GROUP 9: Certified crane Operators, Below 17.5 tons, when requested by the Contractor or required by the Owner.

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

GROUP 11: Master Mechanic

GROUP 12: Licensed Boat Pilot

ENGI0520-012 08/01/2022

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

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

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Cranes, Draglines, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, Screws on Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines, or Backfiller, Cherrypickers, overhead Cranes, Roller, Steam or Gas, Concrete Pavers, Excavator Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than derrick type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (two), Air Compressors (two) Water Pumps, regardless of size (two), Welding Machines (two), Siphons or Jets (two), Winch Head or Apparatuses (two), Light Plants (two), Waterblasters (two), all Tractors, regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (one), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair, greasing, and fueling of all diesel hammers, the operation, set-up and cleaning of bidwells, concrete placement booms, the alterations, repair of all barges, water blasters of all sizes and their clutches, mobile lifts, hydraulic jacks where used for hoisting, diesel or gas powered flashing signs used for traffic control, micro pavers, log skiders, iceolators used on and off of pipeline, condor cranes, drill rigs of all sizes, bow boats, survey boats, ross carriers, bob-cats and all their attachments, skid steer loaders and all their attachments, creter crane, direct drive electric motors the bolting and unbolting the adjusting and shimming, (dewateringjobs, whirley crane, conveyor belts) etc., batch plants (all sizes), roto mills,

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#### **GROUP 2: Assistant Operators**

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

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

GROUP 5: Oilers

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

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

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

GROUP 9: Certified crane Operators, Below 17.5 Tons, when requested by the Contractor or required by the Owner

GROUP 10: Celiified crane Operators 17.5 Tons and above, when requested by the Contractor or required by the Owner

GROUP 11: Master Mechanic

GROUP 12: Licensed Boat Pilot

IRON0046-006 05/01/2023

GREENE (NORTHERN HALF), MACOUPIN (NORTH OF SUMMERVILLE), AND MONTGOMERY (NORTH OF LITCHFIELD & HILLSBORO) COUNTIES

Rates Fringes

IRONWORKER.....\$ 36.84 31.64 IRON0392-003 08/01/2023

BOND, CALHOUN, CLINTON, GREENE (SOUTHERN HALF), JERSEY, MACOUPIN (SUMMERVILLE & SOUTH THEREOF), MADISON, MONROE, MONTGOMERY (LITCHFIELD, HILLSBORO, & SOUTH THEREOF), ST. CLAIR, and WASHINGTON COUNTIES

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	Rates	Fringes	*
IRONWORKER	\$ 40.40	30.18	
IRON0396-006 01/02/2012			
BRIDGES, LOCKS, and DAMS	ON THE MISSISSIPPI R	IVER	
	Rates	Fringes	
IRONWORKER	\$ 31.98	19.11	
LAB00044-001 08/01/2022			
MADISON COUNTY (Southwest	:)		
	Rates	Fringes	
LABORER Group 1 Group 2 Group 3	\$ 29.35 \$ 29.85 \$ 30.85	31.38 31.38 31.38	
LABORER CLASSIFICATIONS:			
GROUP 1 - General Laborer	<b>n</b>		
GROUP 2 - Asbestos Abat Worker; Lead Base Paint	tement Worker and Haz t Worker; Mason and P	ardous Waste lasterer Tender	
GROUP 3 - Dynamite Man ar	nd Powder Man		
LAB00044-002 08/01/2022			
MADISON COUNTY (GLEN CARE	BON)		
	Rates	Fringes	
LABORER GROUP 1 GROUP 2 GROUP 3	\$ 29.35 \$ 29.85 \$ 30.85	31.38 31.38 31.38	
LABORERS CLASSIFICATIONS			
GROUP 1 - General Labore	rs.		
GROUP 2 - Brick Mason a Abatement Worker, Haza	and Plasterer Tenders rdous Waste Worker	; Asbestos	
GROUP 3 - Dynamite and Po	owder Men.		
LABO0100-001 08/01/2022			
ST CLAIR COUNTY (East St Caseyville,Centreville, M Midway, Maplewood, Nation	. Louis,Alcoa, Brook] Dupo, Fairmont City, nal City)	.yn,Cahokia, French Village,	

Rates Fringes

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	Group 1	. 22 /2	27 20	
	Group 2	¢ 22 02	27.30	
	Group 3	¢ 31 03	27.30	
		φ 94.99	27.50	
LABO	RER CLASSIFICATIONS:			
GROU	P 1 - General Laborer			
GR Wo	OUP 2 - Asbestos Abatement Wo rker; Lead Base Paint Worker,	rker and Haza Hod Carrier	rdous Waste	
GROU	P 3 - Dynamite Man			
LAB	00196-001 08/01/2022			
MONR	OE COUNTY			
		Rates	Fringes	
			U	
LABO	RERS			
	Group 1	\$ 30.31	30.42	
	Group 2	\$ 30.81	30.42	
	Group 3	\$ 31.81	30.42	
LABO	RER CLASSIFICATIONS:			
GROU	IP 1 - General Laborer			
GR Wo	OUP 2 - Asbestos Abatement Wo orker; Lead Base Paint Worker	rker and Haza	rdous Waste	
GROU	IP 3 - Dynamite Man and Powder	Man		
LAB	800218-001 08/01/2022			
BOND JERS	) (Greeneville), CALHOUN (Hard EY (Jerseyville), and MADISON	lin), GREENE ( I (Alton) COUN	Roadhouse), ITIES	
		Rates	Fringes	
			-	
LABO	DRERS			
	Group 1	\$ 32.84	27.89	
	Group 2	\$ 33.34	27.89	
	Group 3	\$ 34.34	27.89	
LABC	DRER CLASSIFICATIONS:			
GROU	JP 1 - General Laborer			
GR Wo	ROUP 2 - Asbestos Abatement Wo orker; Lead Base Paint Worker	orker and Haza	ardous Waste	
GROU	JP 3 - Dynamite Man and Powde	er Man		
LAE	300218-004 08/01/2022			
JERS	SEY COUNTY (Jerseyville)			
		Rates	Fringes	
	DRER			

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GROUP 1 3	2.84	27.89
GROUP 2\$ 3 GROUP 3 \$ 3	3.34 4 34	27.89
LABORER CLASSIFICATIONS		
GROUP 1 - General Laborers.		
GROUP 2 - Brick Mason and Plasterer	Tenders.	
GROUP 3 - Dynamite and Powder Men.		
LABO0218-005 08/01/2022		5
GREENE COUNTY (Roadhouse)		
Ra	ites Fr:	inges
LABORER		
GROUP 1\$ 3	2.84	27.89
GROUP 2\$ 3	13.34 84 34	27.89 27.89
		2,.05
LABORER CLASSFICATIONS		
GROUP 1 🖮 General Laborers.		
GROUP 2 - Brick Mason and Plasterer	Tenders.	
GROUP 3 - Dynamite and Powder Men.		
LAB00218-006 08/01/2022		
CALHOUN COUNTY (Hardin)		
Ra	ates Fr	inges
LABORER		
GROUP 1\$	32.84	27.89
GROUP 3\$	34.34	27.89
LABORERS CLASSIFICATIONS		
GROUP 1 - General Laborers.		
GROUP 2 - Brick Mason and Plasterer	Tenders.	
GROUP 3 - Dynamite and Powder Men.		
LAB00338-002 08/01/2021		
MADISON COUNTY (Wood River)		
Ra	ates Fr	inges
LABORERS		
Group 2\$	30.75	28.14 28.14
Group 3\$	32.25	28.14

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LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker GROUP 3 - Dynamite Man and Powder Man \_\_\_\_\_ LAB00397-001 08/01/2022 MADISON COUNTY (Southeast) Rates Fringes LABORERS Group 1.....\$ 33.43 27.30 Group 2....\$ 33.93 27.30 Group 3....\$ 34.93 27.30 LABORER CLASSIFICATIONS: GROUP 1 - General Laborer GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker GROUP 3 - Dynamite Man -----LAB00397-002 08/01/2022 MADISON COUNTY (GRANITE CITY and Vicinity) Rates Fringes LABORERS Group 1....\$ 33.58 27.30 Group 2.....\$ 34.08 27.30 Group 3....\$ 35.08 27.30 LABORER CLASSIFICATIONS: GROUP 1 - General Laborer GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker GROUP 3 🖃 Dynamite Man LAB00397-003 08/01/2022 MADISON COUNTY (Edwardsville, Marine, and Livingston) Rates Fringes LABORER GROUP 1.....\$ 33.58 27.30 GROUP 2....\$ 34.08 27.30 GROUP 3.....\$ 35.08 27.30 LABOREER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 3 - Brick Mason and Plasterer Tenders. GROUP 4 - Dynamite and Powder Men. LAB00459-001 08/01/2022 ST. CLAIR COUNTY (South) Rates Fringes LABORERS 29.09 Group 1.....\$ 31.64 Group 2....\$ 32.14 29.09 Group 3.....\$ 33.14 29.09 LABORER CLASSIFICATIONS: GROUP 1 - General Laborer GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker GROUP 3 - Dynamite Man LAB00459-004 08/01/2022 ST. CLAIR COUNTY (Belleville) Rates Fringes 29.09 Hod Carrier.....\$ 31.64 \_\_\_\_\_ LAB00581-002 08/01/2022 CLINTON COUNTY (Carlyle) Rates Fringes LABORERS Group 1.....\$ 29.09 31.64 31.64 Group 2....\$ 29.59 Group 3....\$ 30.59 31.64 LABORER CLASSIFICATIONS: GROUP 1 - General Laborer GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker GROUP 3 - Dynamite and Powder Man \_\_\_\_\_ LAB00622-002 08/01/2022 BOND COUNTY (Greenville) Rates Fringes LABORERS Group 1....\$ 28.09 32.64 Group 2....\$ 28.59 32.64

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Group	3	9.59	32.64	C
LABORER CL	ASSIFICATIONS:			
GROUP 1 -	General Laborer			
GROUP 2 Worker;	- Asbestos Abatement Worke Lead Base Paint Worker	er and Hazardo	us Waste	
GROUP 3 -	Dynamite Man			
LAB00622-	003 08/01/2022			
BOND COUNT	Y (Except the Northside)			
	Ra	ates	Fringes	
LABORERS GROUP GROUP GROUP	1\$ 2\$ 3\$	28.09 28.59 29.59	32.64 32.64 32.64	
LABORER CL	ASSIFICATIONS			
GROUP 1 -	General Laborer			
GROUP 2 Worker;	- Asbestos Abatement Work Lead Base Paint Worker	er and Hazardo	us Waste	
GROUP 3 -	Dynamite Man			
LAB00670-	001 08/01/2021			
ST CLAIR ( Vincinity) COUNTIES	O'Fallon, Scott Air Force , CLINTON (Trenton & Vici	Base, Shiloh, nity), and MAD	Lebanon & ISON (Troy)	
	R	ates	Fringes	
LABORERS				
Group	1\$	28.84	30.05	
Group	2\$	29.34	30.05	
Group	3	30.34	30.05	
LABORER CL	ASSIFICATIONS:			
GROUP 1 -	General Laborer			
GROUP 2 Worker;	- Asbestos Abatement Work Lead Base Paint Worker	er and Hazardo	us Waste	
Group 3 -	Dynamite Man			
LAB00670-	004 08/01/2021			
MADISON CO	UNTY (St. Jacob)			
	R	ates	Fringes	
LABORER GROUP	1\$	28.84	30.05	

LABORER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Brick Mason and Plasterer Tenders.

GROUP 3 - Dynamite and Powder Men.

LAB00674-001 08/01/2002

MADISON COUNTY (St. Jacob)

Rates Fringes

#### LABORER

GROUP	1\$	29.45	1.60
GROUP	2\$	29.70	1.60
GROUP	3\$	29.95	1.60
GROUP	4\$	29.45	1.60

LABORER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Work in Septic tanks, cess pools, or dry wells (old or new); All feeders, mixers and nozzle men on gunnite or sandblasting work; When handling creosoted material; Raking or luting asphalt; Burning or cutting with torch; Working on Bottom of Sewer Trenches on Final Grading, Laying or Caulking of performed sectional Sewer Pipe; High time (20 feet or over) where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatives

GROUP 3 - Brick Mason and Plasterer Tenders.

GROUP 4 - Dynamite and Powder Men.

LAB00742-001 08/01/2022

ST. CLAIR (Mascoutah) and CLINTON (New Baden) COUNTIES

Rates Fringes

#### LABORERS

Group 1	29.26	31.47
Group 2	29.76	31.47
Group 3	30.76	31.47

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

	Rates	Fringes
LABORER		
GROUP	1\$ 25.80	.60
GROUP	2\$ 26.05	.60
GROUP	3\$ 26.30	.60
GROUP	4\$ 27.325	.60
LABORERS CL	ASSIFICATIONS	

GROUP 1 - General Laborers.

GROUP 2 - Work in Septic tanks, cess pools, or dry wells (old or new); All feeders, mixers and nozzle men on gunnite or sandblasting work; When handling creosoted material; Ranking or luting asphalt; Burning or cutting with torch; Working on Bottom of Sewer Trenches on Final Grading, Laying or Caulking or performed sectional Sewer Pipe; High time (20 feet or over) where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatives

GROUP 3 - Brick Mason and Plasterer Tenders.

GROUP 4 - Dynamite and Powder Men.

LAB01084-001 08/01/2022

BOND (Sorento) and MONTGOMERY COUNTIES

Rates	F	r	i	n	g	e	S	
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#### LABORERS

Group 1	\$ 29.41	31.32
Group 2	\$ 29.91	31.32
Group 3	\$ 30.91	31.32

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

PAIN0058-002 05/01/2017

	Rates	Fringes		
PAINTER (Bridge)	.\$ 32.45	17.12		
Epoxy or Toxic-Lead-Based Paint Work-\$1.00 Premimum				
PLAS0090-001 08/01/2023				

BOND, CALHOUN, CLINTON (WESTERN HALF EAST TO BUT NOT INCLUDE CARYLE), GREENE, JERSEY, MACOUPIN, MADISON, MONROE, MONTGOMERY,

and ST. CLAIR COUNTIES

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	Rates	Fringes		
CEMENT MASON/CONCRETE FINISHER	.\$ 38.00	28.30		
PLAS0090-005 08/01/2018				
Clinton County				
	Rates	Fringes		
CEMENT MASON/CONCRETE FINISHER PLAS0143-007 04/01/2016	.\$ 34.50	24.75		
WASHINGTON COUNTY				
	Rates	Fringes		
CEMENT MASON/CONCRETE FINISHER	.\$ 36.43	20.87		
TEAM0050-006 05/01/2020				
BOND. CLINTON, MONROE, ST CLAIR,	WASHINGTON COUN	TIES		
	Rates	Fringes		
TRUCK DRIVER Group 1 Group 2 Group 3 Group 4 Group 5	.\$ 39.04 .\$ 39.60 .\$ 39.91 .\$ 40.25 .\$ 41.33	20.63 20.63 20.63 20.63 20.63 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 hualing less than 16 tons; A-frame win Vactor Trucks or similar equip transportation purposes; Forkl winch trucks; and four axle co	more than 9 tor ch trucks; hydro ment when used f ift over 6,000 ] mbiation units.	ns but hauling blift trucks; for b.capacity;		
GROUP 3: 2, 3 or 4 Axles haul more combination units; driver dump trucks; mechanics and wor	ing 16 tons or m s on water pulls king forepersons	nore; 5-Axles or ;; articulated ;.		

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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TEAM0525-004 05/01/2019

CALHOUN, GREENE (South of a direct line that extends East from Pike County through Hillview/Whitehall to Macoupin County),

ARY COUNTIES JERSEY, MACOUPIN, MADISON, MONT

	Rates	Fringes
TRUCK DRIVER		
Group 1	.\$ 38.17	19.85
Group 2	.\$ 38.71	19.85
Group 3	.\$ 39.01	19.85
Group 4	.\$ 39.34	19.85
Group 5	.\$ 40.39	19.85

#### 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 hualing 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 combiation 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.

TEAM0916-004 05/01/2019

GREENE (North of a direct line that extends East from Pike County through Hillview/Whitehall to Macoupin County) COUNTY

		Rates	Fringes
TRUCK DRIVE	R		
Group	1\$	38.17	19.85
Group	2\$	38.71	19.85
Group	3\$	39.01	19.85
Group	4\$	39.34	19.85
Group	5\$	40.39	19.85

#### 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 hualing 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 classifier units.

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

GROUP 4: Low Boy and Oil Distributors.

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

\_\_\_\_

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

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

https://www.dol.gov/agencies/whd/government-contracts.

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

\_\_\_\_\_

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 Jcal 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 National Office because National Office has responsibility for 4/16/24, 9:19 AM

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the Davis-Bacon survey program. 1. 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.

END OF GENERAL DECISION"

# **SECTION 9**

C

# PLA REQUIREMENTS



### Award of Contract

The general contract will be awarded to the lowest responsible and eligible general bidder complying with the conditions and requirements provided in these instructions, the bid forms and the other bid documents. A "responsible" bidder is abider demonstrably possessing the skill, ability and integrity necessary to faithfully perform the work called for by the contract, based upon a determination of competent workmanship and financial soundness. An "eligible" bidder is a bidder who is not debarred from bidding under any applicable law, and who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the project. In the interest of such harmony, the long-term supply of skilled manpower, and to provide a legally enforceable means of assuring labor stability and labor peace over the life of the project, each successful bidder and any and all levels of subcontractors, as a condition of being awarded a contract or subcontract, shall be required to enter into a Project labor Agreement for the project known as: **Street and Parking Improvements in Brooklyn, Cahokia Heights, Lenzburg, Belleville, and Millstadt, IL**, located in (St. Clair County) with the Southwestern Illinois Building and Construction Trades Council, AFL-CIO, and its Signatory Affiliated Local Unions for the development and construction of the project, and will be bound by the provisions of that agreement in the same manner as any other provision of the contract.



# ST. CLAIR COUNTY HOUSING AUTHORITY PROJECT LABOR AGREEMENT

As adopted on November 10, 2004 by the Southwestern Illinois Building & Construction Trades Council Board of Business Agents

This agreement is entered into this \_\_\_\_\_\_day of \_\_\_\_\_\_, 2024, by and between \_\_\_\_\_\_(Contractor) and the Southwestern Illinois Building Trades Council (SIBTC) for and on behalf of its affiliates which sign a "Union Letter of Assent" (Signatory Union Affiliates) for this Project Labor Agreement, hereinafter referred to as the "Union." This Agreement shall apply to work performed by the Employer and its Contractors and Subcontractors on new construction and/or capitalized rehabilitation work undertaken and paid for by the SCCHA, hereinafter referred to as the Owner.

### ARTICLE I - INTENT AND PURPOSES

1.1 This Project Agreement shall apply and is limited to the recognized and accepted historical definition of new construction and/or capitalized rehabilitation work under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

The Project is defined as:

The Base Bid includes asphalt parking and roadway resurfacing, sealing and striping asphalt parking areas, driveway widening, and stormwater drainage improvements including regrading and culvert replacements. Construction of a new gravel access road and paved drainage swale are included as alternate bids.

- 1.2 It is agreed that the Project Contractor shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this Project Agreement by executing the Letter of Assent (Attachment A) prior to commencing work. The Project Contractor shall assure compliance with this Agreement by the Contractors. It is further agreed that the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, (including all vertical agreements), except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of the International Union of Elevator Constructors.
- 1.3 The Contractor agrees to be bound by the terms of the Collective Bargaining Agreements and amendments thereto of the Signatory Union Affiliates and the applicable employers association, if any, with the Signatory Union Affiliates with which it has a present bargaining relationship. If there has previously been bound to all such bargaining relationship, the contractor or subcontractor shall sign and be bound to all such agreements with Signatory Union Affiliates as outlined in the scope of work in the required pre-job conference. Such agreements are incorporated herein by reference. In order to comply with the requirements of the various fringe benefit funds to which the Contractor is to contribute, the Contractor shall sign such participation agreements as are necessary and will honor the fringe benefit collection procedures as required by the Collective Bargaining Agreement with Signatory Union Affiliate.

- 1.4 The Contractor and the Union agree that should the Collective Bargaining Agreement (CBA) of any Signatory Union Affiliate expire prior to the completion of this project, the expired contracts' terms will be maintained until a new CBA is ratified. The wages, and fringe benefits included in any new CBA will be effective on the effective date of the newly negotiated CBA unless wage and fringe benefit retroactivity is agreed upon by the bargaining parties.
- 1.5 Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation work, or function which may occur at the Project site or be associated with the development of the Project.
- 1.6 This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates, subsidiaries, or Non-Signatory Union Affiliates.
- 1.7 The Owner and/or the Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or nonexistence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.
- 1.8 Items specifically excluded from the scope of this Agreement include but are not limited to following: [list all items to be excluded].
- 1.9 The provisions of this Project Agreement shall not apply to the Owner and nothing contained herein shall be construed to prohibit or restrict Owner or its employees from performing work not covered by this Project Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Project Contractor or Contractors and accepted by the Owner, the Project Agreement will not have further force or effect on such items or areas, except when the Project Contractor or Contractors are directed by the Owner to engage in capitalized improvements and warranty functions required by its contract with the Owner during the term of this Agreement.
- 1.10It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.
- 1.11It is understood that the liability of any employer and the liability of a Signatory Union Affiliate and the SIBTC under this agreement shall be several and not joint. Provided that the SIBTC or a Signatory Union Affiliate comply with their own obligations under this Agreement, the SIBTC and nonbreaching Signatory Union Affiliates will not be liable for a breach of this Agreement by a breaching Signatory Union Affiliate or any action taken by a Non- Signatory Union Affiliate. The Union agrees that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any employer.
- 1.12Each affiliate union of the SIBTC representing employees engaged in construction work covered by this Agreement shall be requested to sign the "Union Letter of Assent", in the form attached hereto; provided, that the failure of any affiliate union to sign such Union Letter of Assent prior to commencement of construction work shall not diminish the applicability of this Agreement to the SIBTC and the union affiliates which have signed a Union Letter of Assent. Affiliates unions that have signed the Union Letter of Assent will be referred to as "Signatory Union Affiliates" and affiliate unions that have not signed the Union Letter of Assent will be referred to as "Non- Signatory Union Affiliates".

# ARTICLE II-RECOGNITION

2.1 The Contractor recognizes the SIBTC and the Signatory Union Affiliates as the sole and exclusive bargaining representatives for its craft employees employed on the job site. Signatory Union Affiliates will have recognition on the project for their craft.

### ARTICLE III-ADMINISTRATION OF AGREEMENT

3.1 In order to assure that all parties have a clear understanding of the Agreement, to promote harmony and address potential problems, a pre-job conference will be held with the Contractor, SIBTC Representatives and all signatory parties prior to the start of any work on the project.

3.2 Representatives of the Contractor and the Union shall meet as required but not less than once a month to review the operation of this Agreement. The representatives at this meeting shall be empowered to resolve any dispute over the application of the Agreement.

3.3 The Contractor shall make available in writing to the Union no less than one week prior to these meetings a job status report, planned activities for the next 30 day period, actual numbers of craft employees on the project and estimated numbers of employees by craft required for the next 30 day period. The purpose of this report is to allow time to address any potential jurisdictional problems and to ensure that no party signatory to the Agreement is hindering the continuous progress of the project through a lack of planning or shortage of manpower.

# ARTICLE IV-HOURS OF WORK OVERTIME SHIFTS & HOLIDAYS

- 4.1 The standard work day shall be an established consecutive eight (8) hour period between the hours of 7:00 a.m. and 5:00 p.m. with one-half hour designated as unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Starting time which is to be established at the pre-job conference will be applicable to all craft employees on the project. Should job conditions dictate a change in the established starting time and/or a staggered lunch period on certain work of the project or with individual crafts, the Contractor, Business Managers of the Signatory Union Affiliates involved and the SIBTC shall mutually agree to such changes. If work schedule change cannot be mutually agreed to between these parties, the hours fixed in the Agreement shall prevail.
- 4.2 All time before and after the established work day of eight (8) hours, Monday through Friday and all time Saturday shall be paid in accordance with each crafts current collective bargaining agreement. All time on Sunday and Holidays shall be paid for at a rate of double time.
  - a. Fringe benefit payments for all overtime work shall be paid in accordance with each Signatory Union Affiliate's current Collective Bargaining Agreement.

4.3 Shift work, if used, shall be as provided in the collective bargaining agreement of each affected Signatory Union Affiliate.

4.4 Recognized Holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day (to be celebrated on November 11), Thanksgiving Day and Christmas Day. No work will be performed on Labor Day under any consideration, except in an extreme emergency and then only after consent is given by the Business Manager of the Signatory Union Affiliates.

# ARTICLES V-ABSENTEEISM

5.1 The Contractor and the Union agree that chronic and/or unexcused absenteeism is undesirable and must be controlled. Employees that develop a record of such absenteeism shall be identified by the Contractor to the appropriate referral facility and the Contractor shall support such action with the work record of the involved employee. Any employee terminated for such absenteeism shall not be eligible for rehire on the project for a period of no less than ninety (90) days.

# ARTICLE VI- MANAGEMENT RIGHTS

6.1 The Contractor retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement and the collective bargaining agreements of the Signatory Union Affiliates.

# ARTICLE VII-GENERAL WORKING CONDITIONS

7.1 Employment begins and ends at the project site, to be determined at the Pre-Job Conference.

7.2 Employees shall be at their place of work at the starting time and shall remain at their place of work until quitting time. The parties reaffirm their policy of a fair day's work for a fair day's pay.

7.3 The Contractor may utilize brassing, or other systems to check employees in and out. Should such procedures be required, the techniques and rules regarding such procedures shall be established by mutual consent of the parties at the pre-job conference.

7.4 There shall be no limit on production by workmen or restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any work of their trade and shall work under the direction of the craft foreman. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

7.5 Crew Foreman shall be utilized as per the existing collective bargaining agreements. The Contractor agrees to allow crew foremen ample time to direct and supervise their crew. The Union agrees there will be no restrictions placed on crew foreman's ability to handle tools and materials.

7.6 The Contractor may utilize the most efficient methods or techniques of construction, tools or other labor saving devices to accomplish the work. Practices not a part of the terms and conditions of this Agreement will not be recognized.

7.7 Should overtime work be required, the Contractor will have the right to assign specific employees and/or crews to perform such overtime work as is necessary to accomplish the work.

7.8 The Contractor may establish such reasonable project rules as the Contractor deems appropriate. These rules will be reviewed and established at the pre-job conference and posted at the project site by the Contractor.

7.9 It is recognized that specialized or unusual equipment may be installed on the project and in such cases, the Union recognizes the right of the Contractor to involve the equipment supplier or vendor's personnel in supervising the setting of the equipment, making modifications and final alignment which may be necessary prior to and during the start-up procedure, in order to protect factory warranties.
7.10 In order to promote a harmonious relationship between the equipment or vendor's personnel and the Building Trades craftsmen, a meeting shall be held between the Contractor and the Unions prior to any involvement on the project by these personnel. The Contractor will inform the Union of the nature of involvement by these personnel and the numbers of personnel to be involved, allowing ample time for the Union representatives to inform their stewards prior to the start of any work.

### ARTICLE VIII-SAFETY

8.1 The employees covered the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulation as established by the Contractor in accordance with the Construction Safety Act and OSHA.

a. These rules and regulations will be published and posted at conspicuous places throughout the project.

8.2 In accordance with the requirements of OSHA, it shall be the exclusive responsibility of each Contractor on a jobsite to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor. Nothing in this Agreement will make the SIBTC or any of its affiliates liable to any employee or to other persons in the event that injury or accident occurs.

### ARTICLE IX- SUBCONTRACTING

9.1 The Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

### ARTICLE X- UNION REPRESENTATION

10.1 Authorized representatives of the SIBTC and its Signatory Union Affiliates shall have access to the project provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the project.

10.2 Each Signatory Union Affiliate shall have the right to designate a working journeyman as a steward. Such designated steward shall be a qualified worker performing the work of that craft and shall not exercise any supervisory functions. Each steward shall be concerned with the employees of the steward's employer and not with the employees of any other employer.

10.3 The working steward will be paid at the applicable wage rate for the classification in which he is employed.

10.4 The working steward shall not be discriminated against because of his activities in performing his duties as steward, and except as otherwise provided in local agreements, shall be the last employee in his craft to be laid off in any reduction in force. Stewards will be subject to discharge to the same extent that other employees are only after notification to the Union Representative. The Contractor will permit stewards sufficient time to perform the duties inherent to a steward's responsibilities. Stewards will be offered available overtime work if qualified.

# ARTICLE XI- DISPUTES AND GREEVANCES

11.1 This Agreement is intended to provide close cooperation between management and labor. Each of the Signatory Union Affiliates will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

11.2 The Contractors, Union, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance arbitration provisions set forth in this Article.

11.3 Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduce to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3 (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be formal and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall

have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or retract from any of the provisions of this Agreement.

11.4 The Project Contractor and Owner shall be notified of all action at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

### ARTICLE XII- JURISDICTIONAL DUTIES

12.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved, in accordance with applicable Collective Bargaining Agreements and past practices. To the extent that past practice is a factor is assigning work under the Project Labor Agreement, including assignments under any collective bargaining agreements to which any of the signatory contractors hereto may be a party, the practice to be applied shall be that followed within the geographical area encompassed by the Southwestern Illinois Building and Construction Trades Council. The practice followed in any other geographical area, even though a Union signatory to this Project Labor Agreement may also represent employees in that area, shall not be a factor in the assignment. All jurisdictional disputes between or among Building and Construction Trades Unions and employee and the Contractor, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor and Union parties to this Agreement.

12.2 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

12.3 Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

### ARTICLE XIII- WORK STOPPAGES AND LOCKOUTS

13.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the SIBTC, its Signatory Union Affiliates or by any employee and there shall be no lockout by the Contractor. Failure of any Signatory Union Affiliate or employee to cross any picket line established at the project site is a violation of this Article.

13.2 The SIBTC and its Signatory Union Affiliates shall not sanction, aid or abet, encourage or continue any work stoppage, picketing or other disruptive activity and will not make any attempt of any kind to dissuade others from making deliveries to or performing services for or otherwise doing business with the Contractor at the project site. Should any of these prohibited activities occur the SIBTC and the Signatory Union Affiliates will take the necessary action to end such prohibited activities.

13.3 No employee shall engage in any activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

13.4 Neither the SIBTC nor its Signatory Union Affiliates will be liable for acts of employees for whom it has no responsibility. The principal officer or officers of the SIBTC will immediately instruct order and use the best efforts of his office to cause Signatory Union Affiliates to cease any violations of this Article. The SIBTC in its compliance with this obligation shall not be liable for unauthorized acts of Signatory Union Affiliate or Non-Signatory Union Affiliates. The principal officer or officers of any involved Signatory Union

Affiliate will immediately instruct, order or use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any instance.

13.5 In lieu of any action at law or equity, any party shall institute the following procedure when a breach of this Article is alleged; after all involved parties have been notified of the fact.

- b. Upon receipt of said notice the arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended the violation still exists but not before twenty-four (24) hours after the telegraph notice to all parties involved as required above.
- c. The Arbitrator shall notify the parties by telegram or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
- d. The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.
- e. Such Award may be enforced by any court of competent jurisdiction upon the filing of the Agreement and all other relevant documents referred to herein above in the following manner. Telegraphic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 13.5 of this Article, all parties waive the right to a hearing and agree that such proceedings may be exparte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.
- f. Any rights created by statue or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.
- g. The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.
- h. If the Arbitrator determines in accordance with Section13.5 that the SIBTC or a Signatory Union Affiliate has violated Article XIII, the SIBTC or the Signatory Union Affiliate shall,

within eight (8) nours of receipt of this Award, direct all employees they represent at the project to immediately return to work. If the employees do not return to work at the beginning of the next regularly scheduled shift following receipt of the Arbitrator's Award, and the SIBTC or Signatory Union Affiliate have not complied with Section 13.4 above, then the SIBTC or the Signatory Union Affiliate which has not complied with Section 13.4 shall pay the sum of ten thousand dollars (\$10,000) as liquidated damages to the affected owner, and shall pay an additional ten thousand dollars (\$10,000) per shift for each shift thereafter on which the employees have not returned to work. The Arbitrator shall retain jurisdiction to determine compliance with this Section and Section 13.4, and to assess liquidated damages.

### ARTICLE XIV- GENERAL SAVINGS CLAUSE

14.1 If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

### ARTICLE XV- TERM OF AGREEMENT

15.1 This Agreement shall be in full force as of and from the date of the Notice of Award to the Final Acceptance of all applicable contractors.

**IN WITNESS WHEREOF,** the respective duly authorized representatives of the parties hereto have executed this Agreement on the date set forth opposite their respective signatures.

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

(Contractor Representative)

(Firm's Name)

(Firm's Address)

(Phone Number)

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

Eric Oller, Exec. Sec.-Treas. Southwestern Illinois Building & Construction Trades Council 24 Meadow Heights Professional Park Collinsville, IL 62234

# ATTACIMENT A (CONTRACTOR LETTER OF CENT)

Note: All contractors of whatever tier (except those construction contractors who have directly signed the Agreement) shall execute the following Letter of Assent prior to commencing work:

### CONTRACTOR LETTERHEAD

DATE

To: (Name of Owner) (Address of Owner)

RE: \_\_\_\_\_ Construction Project Agreement

Dear Sir:

Pursuant to Article I, Section 1.2, of the above reference Agreement, the undersigned contractor hereby agrees that it will be bound by and comply with all terms and conditions said Project Labor Agreement, and any amendments thereto.

This Letter of Assent will remain in effect for the duration of the Agreement, and any extensions, after which this understanding will automatically terminate, except as provided for in Article I, Section 1.9, of the Agreement.

Sincerely,

(Name of Contractor of Subcontractor)

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

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

# THE FOLLOWING DOCUMENTS

# ARE TO BE RETURNED WITH CONTRACTORS BID

# **SECTION 10**

C

# **NON-COLLUSIVE AFFIDAVIT**

(
NON-COLLUSION AFFIDAVIT
STATE OF ILLINOIS ) SS COUNTY OF ST. CLAIR )
BEING FIRST DULY SWORN, DEPOSES AND
THAT HE/SHE IS (a partner or officer of) said firm, the party making the foregoing proposal or bid that such proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agrees, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and he/she is not nor in any manner, directly or indirectly, sought by agreement or collusion, or commitment or conference with
any person, to fix the bid or affidavit or of any other bidder, or to fix any overhead, profit or cost element of said bidder, or of any other bidder, or to secure any other advantage against the St. Clair County Housing Authority or any person interested in the proposed contract, and that all statements in said proposal or bid are true.
Signature of Bidder-if bidder is an individual
Signature of Partner-if bidder is a partnership
Signature of Officer-if bidder is a corporation
Subscribed and sworn to before me this day of,20
Notary Public
My Commission Expires Month Day Year
THIS FORM MUST BE SUBMITTED WITH ALL BIDS



1

# **SECTION 11**

## CERTIFICATION OF PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS HUD 50071

## Certification of Payments ( to Influence Federal Transactions

### U.S. Department of Housing and Urban Development Office of Public and Indian Housing

Public reporting burden for this information collection is estimated to average 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REF, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval Na. 2577-0157.

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title	
Signature	<u></u>	Date (mm/dd/yyyy)



C

## **SECTION 12**

C

# DISCLOSURE OF LOBBYING ACTIVITIES HUD SF-LLL

DISCLOSURE OF LC		UTIES	
Complete this form to disclose tobbyin	activities pursues		Approved by
(See reverse for put	blic burden disclos	ure \	0348-0046
1. Type of Federal Action: 2. Status of Federal	al Action:	3 Penort Tune:	
a. contract	fer/application	a initial filing	
b. grant b. Initia	award	h material ch	
c. cooperative agreement c. post-	-award	For Material Ch	ango Only
d. Ioan		Vear	ange only.
e. Ioan guarantee		date of last re	quarter
f. Ioan insurance			
4. Name and Address of Reporting Entity:	5. If Reporting E	ntity in No. 4 Is a Suba	wardee, Enter Name
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# INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardse or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or eltempting to influence an officer or employeeof any agency, a Member of Congress, an officer or employeeof congress, or an employeeof a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5. If the organization filing the report in Item 4 checks "Subawardse," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (Kern 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal Identifying number available for the Federal action Identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 12. Check the appropriatebox(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
- 14. Provide a specific and detailed description of the services that the tobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
- 16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other espect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503. **SECTION 13** 

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# **BID FORM**

### **BID FOR**

Street and Parking Improvements Amps 1, 2, 3, 4, 6 St. Clair County Housing Authority St. Clair County, Illinois

### **BID FORM**

To: St. Clair County Housing Authority 1790 South 74<sup>th</sup> Street Belleville, IL 62223

The undersigned, having familiarized (himself) (themselves) with the local conditions affecting the cost of the work, and with the Drawings and Specifications (including but not limited to Invitation for Bids, Instructions to Bidders, Representations, Certifications, and other Statements of Bidders, Supplement to the Instructions to Bidders, this Bid, the form of Bid Bond, the form of Non-Collusive Affidavit, the form of Contract, the form of Performance and Payment Bond or Bonds, the General Conditions of the Contract for Construction, the Special Conditions, the General Requirements, and the Technical Specifications) and Addenda, if any thereto, as prepared by Hurst-Rosche, Inc. and on file in the offices of the Housing Authority and the Architect/Engineer hereby proposes to furnish all labor, materials, equipment and services required to complete Street and Parking Improvements, St. Clair County Housing Authority, St. Clair County, Illinois, all in accordance therewith. The work is generally described as:

### **BASE BID:**

- 1. All work at AMP 1: IL30-09, Brooklyn as indicated on related Drawings and Specifications: BID 1: IL30-09: DOLLARS (\$
- 2. All work at AMP 2: IL30-10 Cahokia Heights as indicated on related Drawings and Specifications: DOLLARS (\$ \_\_\_\_\_). BID 2: IL30-10:
- 3. All work at AMP 3: IL30-06 Canokia Heights as indicated on related Drawings and Specifications: BID 3: IL30-06: DOLLARS (\$).
- 4. All work at AMP 4: IL30-27 Belleville as indicated on related Drawings and Specifications: BID 4: IL30-27: DOLLARS (\$
- 5. All work at AMP 6: IL30-22 Millstadt as indicated on related Drawings and Specifications: BID 5: IL30-22: DOLLARS (\$
- 6. All work at AMP 6: 1.30-19, 28 Lenzburg as indicated on related Drawings and Specifications: BID 6: IL30-19, 28; DOLLARS (\$ ).

### COMBINED LUMP SUM BASE BID: (INCLUDES ALL WORK LISTED ABOVE):

(The Housing Authority intends to award a single lump sum contract to one bidder. However, any or all bids may be selected for award. The lump sum base bid shall determine low bidder)

### **LUMP SUM BASE BID:** (TOTAL OF BIDS 1 THROUGH 6)

DOLLARS (\$).

### Section 3 Business Concern:

- 1. The bidder represents and certifies that it [] is, [] is not a Section 3 Business Concern seeking preference in contracting.
  - a. Businesses seeking Section 3 status and preference in contracting will be required to complete and submit a Section 3 Business Certification and supporting documentation prior to award.

### **ALTERNATE BID NO 1:**

1. State the amount to construct paved swale at AMP 4: IL30-27 Belleville as indicated on related Drawings and Specifications:

ALT. BID NO. 1:	DOLLARS (\$ ).	•

### **UNIT PRICES**

The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices:

### **ITEM DESCRIPTION**

Aggregate Base Course, Type A

<u>Subbase Granular Material, Type C</u>

	UNIT	QUA	NTITY	UNIT	PRICE
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- 1. The undersigned has read and understands the specifications, drawings, and General Conditions, agrees to perform all work in strict accordance with the contract documents for the price submitted, and has visited the job site, and understands the existing conditions.
- 2. The undersigned agrees that this proposal shall remain valid and may not be withdrawn for a period of sixty (60) consecutive calendar days after the scheduled closing time for receiving proposals.
- 3. The undersigned further understands that the Owner reserves the right to reject any and all bids and to waive any informality in the bidding. It is the intent of the Owner to award all bid items to one Contractor. However, all bid items may be considered and the amount of work adjusted according to Owner's budget.
- 4. The undersigned will comply with the Davis Bacon Wage Rate and minority participation requirements.
- 5. The Contractor to whom this work is awarded shall coordinate his/her work with other contractors at the site, if required.
- 6. The undersigned acknowledges receipt of the following addenda: No. , dated No. , dated
- 7. The undersigned agrees that, upon receipt of the Notice of Award of the contract to him/her, he/she shall execute a contract for this work and present same to the Owner within ten (10) days thereafter together with a performance bond/labor and material bond and Certificate of Insurance satisfactory to, and in the form prescribed by, the Owner, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
- 8. Security in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in the form of \_\_\_\_\_) is submitted herewith in accordance with the Specifications.
- 9. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid or submitting of bids for the contract for which this bid is submitted.
- 10. If awarded the contract for work on the project, Bidder agrees to perform all of the work, including punch list items in accordance with the date stipulated on the Notice to Proceed.

Date	,	20	

Name of Bidder:	
(Insert, "Corporati	on", "a Partnership", or "an Individual", as applicable)
By:	
Print Name:	
Title:	
Official Address:	
Phone:	Mobile Phone:
(SEALED – If Bid by Corporation)	(State of Incorporation)
$\mathbf{V}$	



# AFFIRMATIVE ACTION AND EEO REQUIREMENTS

# AFFIRMATIVE ACTION & EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS <u>CONTRACTOR'S AGREEMENT</u>

### "During the performance of this Contract, the Contractor agrees as Follows:"

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

"(2) The Contractor will, in all solicitations or advertisements for advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin."

"(3) The Contractor will send to each other labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment."

"(4) The Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor."

"(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders."

"(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contact or with any of such rules, regulations or orders, this contract may by cancelled, terminated, or suspended in whole or in part and the Contractor may be and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized to Executive Order No. 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by."

"(7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempt by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

NAME	OF	CONTRACTOR:
	$\sim$	

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## THIS FORM MUST BE SUBMITTED WITH ALL BIDS

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**STATEMENT OF BIDDERS HUD 5369A** 

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**U.S. Department of Housing and Urban Development** Office of Public and Indian Housing

C

# Representations, Certifications, and Other Statements of Bidders Public and Indian Housing Programs

# Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

### (a) The bidder certifies that --

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(I) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

 [] [Contracting Officer check if following paragraph is applicable]
 (d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/ IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

### **Organizational Conflicts of Interest Certification** 4.

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

### Bidder's Certification of Eligibility 5.

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

### **Minimum Bid Acceptance Period** 6.

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

### Small, Minority, Women-Owned Business Concern 7. Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) []is, []is not a women-owned business enterprise. "Womenowned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- [] Asian Pacific Americans
- [ ] Hispanic Americans

[] Black Americans

[] Asian Indian Americans

- [ ] Hasidic Jewish Americans [] Native Americans
- Indian-Owned Economic Enterprise and Indian 8. Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

### 9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

# 10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

 Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

### Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

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

### 11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

### The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

# 12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

[] is, [] is not included with the bid.

### 13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)	 	 	
(Typed or Printed Name)	 	 	
(Tine)	 	 	
(Company Name)	 	 	_
(Company Address)			

C

# SCCHA's Section 3 Policy and Related Forms

C

### Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by public housing financial assistance are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended.
- B. Section 3 established benchmark goals for this contract are (a) 25% of total labor hours worked by Section 3 workers; and (b) 5% of total labor hours worked by Targeted Section 3 workers.
- C. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

### St. Clair County Housing Authority SECTION 3 CERTIFICATION

### PURPOSE, AUTHORITY AND RESPONSIBILITY

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that promotes localeconomic development and individual self-sufficiency.

Section 3 requires that, to the greatest extent possible, economic opportunities that are generated by the use of Federal funds be made available to low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended. Section 3 established benchmark goals for (a) 25% of total labor hours worked by Section 3 workers; and (b) 5% of totallabor hours worked by Targeted Section 3 workers.

### Section 3 worker means (24 CFR 75.5):

Any worker who currently fits or when hired within the past five years (time period only goes back to the 24 CFR 75 effective date of 11-30-2020) fit at least one of the following categories, as documented:

- 1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
  - a. The worker is employed by a Section 3 business concern.
  - b. The worker is a Youth Build participant.
- 2. Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

### Targeted Section 3 worker means [24CFR 75.21(a)]:

A Targeted Section 3 worker for public housing financial assistance means a Section 3 worker who is:

- 1. A worker employed by a Section 3 business concern: or
- 2. A worker who currently fits or when hired within five years (time period only goes back to the 24 CFR 75 effective date of 11-30-2020) fit at least one of the following categories, as documented within the past five years:
  - a. A resident of public housing; or
  - b. A resident of other public housing projects or Section 8-assisted housing; or
  - c. A YouthBuild participant

Section 3 workers and Targeted Section 3 workers who are seeking preference in training and employment must submit the Section 3 Worker and Targeted Section 3 Worker Certification Form.

(hereinafter called the Contractor)hereby **CERTIFIES** that upon being awarded a contract to participate in the following HUD-funded project:

\_(the "Project) located in

[public housing development number(s)] in St. Clair County, that the

Contractor:

- (a) is under no contractual or other impediment that would prevent it from complying with requirements of Section 3 as set forth in 24 CFR part 75; and
- (b) will comply with HUD's regulations in 24 CFR Part 75; and
- (c) will submit to the St. Clair County Housing Authority (SCCHA) appropriate Section 3 documentation of total labor hours performed per contractor/subcontractor, certifications of Targeted Section 3 workers, Section 3 workers and confirmation of Section 3 business concerns and Youth Build participants; and
- (d) will include the Section 3 Clause and this Section 3 Certification of Compliance in every subcontract and further agrees to take the appropriate action pursuant to those regulations in the event the contractor/subcontractor is found to be in violation of 24 CFR Part 75; and
- (e) will not contract/subcontract with any contractor/subcontractor where the Contractor has notice or knowledge that the contractor/subcontractor has been found in violation of any provision of 24 CFR Part 75.

Authorized Representative's Signature

Date

Printed Name and Title

# Parties Involved Form

Project Name	
Owner Name	Developer
Contact Name	Contact Name
Email Address	Email Address
Address	Address
City, State, Zip	City, State, Zip
Phone	Phone

GC	
Contact Name	
Email Address	
Address	
City, State, Zip	
Phone	

Subcontractor	
Contact Name	
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Address	
City, State, Zip	
Phone	
Phone	

Subcontractor	
Contact Name	
Email Address	
Address	
City, State, Zip	
Phone	
Phone	

# Section 3 Weekly Hours Worked

Company Name		Project Name			
	14				
Company Address		City	State	Zip	
Contact Name for Section 3		Phone	Email Addre	SS	
Pay Period:	to				

Section 3 established benchmark goals for (a) 25% of total labor hours worked by Section 3 workers, and (b) 5% of total labor hours worked by Targeted Section 3 workers.

Employee Name	Total labor hours Employee worked at Project during Pay Period	Employee is a Section 3 worker (Yes/No)	Employee is a Targeted Section 3 worker (Yes/No)
			ļ
			<b></b>
			L
Total for Pay Period		J	

Signature

Date

Additional Reporting if Section 3 Benchmarks are not met [24 CFR 75.25(b}]

If the Recipient's reporting indicates the Section 3 benchmarks have not been met, the Recipient must report on the nature of activities pursued in the absence of not meeting Section 3 benchmarks. In the absence of not meeting Section 3 benchmarks, the Recipient made efforts including (check all that apply and provide documentation of effort(s)):

- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- \_\_\_\_ Provided training or apprenticeship opportunities.
- Provided technical assistance to help Section 3 workers compete for jobs (*i.e.*, resume assistance, coaching).
- Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- \_\_\_\_ Held one or more job fairs.
- Provided or referred Section 3 workers to services supporting work readiness and retention (*i.e.*, work readiness activities, interview clothing, test fees, transportation, childcare).
- Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- \_\_\_\_ Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- \_\_\_\_ Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- Provided technical assistance to help Section3 business concerns understand and bid on contracts.
- Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.
- \_\_\_\_ Other, please describe:\_\_\_\_\_

By signing this document, as an authorized employee of the Recipient, I certify the above efforts are true and accurate to the best of my knowledge and belief.

**Recipient Signature** 

# Section 3 Self-Certification Form

Employee Name	Project Name		
Employee's Address	City	State	Zip

### Section 3 worker means (24 CFR 75.5):

- 1. Any worker who currently fits or when hired within the past five years (time period only goes back to the 24 CFR 75 effective date of 11-30-2020) fit at least one of the following categories, as documented:
  - a. The worker's income for the previous or annualized calendar year is below the income limit established by HUD. The Income Limit for St. Clair County, Illinois is \$35,200 (2023).
  - b. The worker is employed by a Section 3 business concern.
  - c. The worker is a Youth Build participant.
- 2. Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

### Targeted Section 3 worker means [24CFR 75.21(a)]:

A Targeted Section 3 worker for public housing financial assistance means a Section 3 worker who is:

- F. A worker employed by a Section 3 business concern: or
- G. A worker who currently fits or when hired within five years (time period only goes back to the 24 CFR 75 effective date of 11-30-2020) fit at least one of the following categories, as documented within the past five years:
  - a. A resident of public housing; or
  - b. A resident of other public housing projects or Section 8-assisted housing; or
  - c. A YouthBuild participant

By signing this document, I certify that I am a Section 3 Targeted worker or Section 3 worker because I fit into one or more category listed above.

Signature

Date

## Section 3 Business Certification

(1) A business concern meeting at least one of the following criteria, documented within the last six- month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

If your business meets at least one of the categories listed below, please complete this form.

Business Name			
Business Address	City	State	Zip
Contact Name	Email		Phone
By signing this document, I certify			is

Signature

Title

C

# **SECTION 17**

# **SPECIFICATIONS**

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No. 5 Bank S	Square	
East St. Loui	s, Illinois 62203	
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St. Clair Cou	unty, Illinois	
IFB-24-B001		
Date: Apri	1 29, 2024	
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# SUMMARY

#### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Contract description.
- B. PHA supplied products.
- C. Contractor's use of site and premises.
- D. Other facilities and services.
- E. Contract Documents.

#### 1.2 CONTRACT DESCRIPTION

A. Base Bid: Work includes:1. All work as indicated on the Drawings and related Specifications.

#### 1.3 PHA SUPPLIED PRODUCTS

- A. Except as specifically noted, Contractor shall provide and pay for:
  - 1. All labor, materials, and equipment used for construction of and/or incorporated into the project.
  - 2. All tools, construction equipment, and machinery.
  - 3. Required building permits, and all inspection fees by governmental authorities.
  - 4. Other facilities and services necessary for proper execution and completion of work.
- B. PHA is exempt from sales tax on products permanently incorporated in work.
  - 1. Obtain sales tax exemption certificate number from PHA.
  - 2. Place exemption certificate number on invoices for materials incorporated into work.
  - 3. Upon completion of work, file with PHA a notarized statement that all purchases made under exemption certificate were entitled to be exempt and furnish copies of invoices to PHA.
  - 4. Pay legally assessed penalties for improper use of exemption certificate number.
- C. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities that bear on performance of work.
- D. Promptly submit written notice to Architect/Engineer of observed variance of contract documents from legal requirements.
  - 1. It is not Contractor's responsibility to make certain that drawings and specifications comply with codes and regulations.

- a. Appropriate modifications to contract documents will account for/reflect necessary changes.
- b. Assume responsibility for work known to be contrary to such requirements if written notice is not provided by the Contractor to the Architect/Engineer.

# 1.4 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Confine operations at site to areas permitted by:
  - 1. Law.
  - 2. Ordinances.
  - 3. Permits.
  - 4. Contract Documents.
- B. Do not unreasonably encumber site with materials or equipment.
- C. Assume full responsibility for protection and safe-keeping of products stored on premises.
- D. Move any stored products that interfere with operations of PHA or other contractors.
- E. Obtain and pay for use of additional storage or work areas needed for operations.
- F. Contractor shall have limited use of site for execution of work.1. Allow for public use of all adjoining streets and sidewalks.

#### 1.5 OTHER FACILITIES AND SERVICES

- A. Contractor shall furnish, erect and maintain temporary barriers, or warnings as may be required for performance of his work.
  - 1. All such equipment shall be substantially designed, constructed and maintained in accordance with applicable federal, state, and local laws, ordinances, and regulations, and shall be promptly removed when no longer needed.

# 1.6 CONTRACT DOCUMENTS

- A. Contractor will be furnished free of charge two (2) copies of drawings and specifications.
- B. On request, additional copies will be furnished to Contractor at cost of reproduction, postage and handling.

# PRICE AND PAYMENT PROCEDURES

#### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Schedule of values.
- B. Applications for payment.
- C. Unit prices.

#### 1.2 SCHEDULE OF VALUES

#### A. REQUIREMENTS INCLUDE

- 1. Contractor.
  - a. Prepare and submit Schedule of Values (4 copies) to architect on HUD Form 51000 to Architect/Engineer 10 business days after the date of the Pre-construction Meeting.
- 2. Subcontractors:
  - a. Submit Schedule of Values to Contractor at least 15 business days prior to submitting first application for payment.
  - b. Support values given with data to substantiate their correctness.
  - c. Submit quantities of designated materials.
  - d. List quantities of materials specified under unit prices.
  - e. Use Schedule of Values as only basis for application for payment.
- 3. Payment for materials stored on or off site will be limited to those materials listed in Schedule of Values.
- B. FORM OF SUBMITTAL
  - 1. The schedule of values shall be prepared in such manner that each major item of Work and each subcontracted item of Work is shown as a separate item (Materials and Labor) on "Schedule of Amounts for Contract Payments", form HUD-51000.
  - 2. Contractor shall use the specification index as a basis of example and format for listing and itemizing costs of work.
- C. PREPARATION
  - 1. Itemize separate line item cost for each of following cost items:
    - a. Itemize separate line items for total installed costs; material and labor shall be separate line items. For each line item indicate quantity, unit of measure, cost per unit, and total less general profit, overhead and bond.
    - b. Overhead and profit.
    - c. Bonds.
    - d. Insurance.

- e. General requirements:
  - 1) Break down general requirements to temporary facilities. Show initial installation and maintenance and fuel consumption.
- 2. Itemize separate line item cost for work specified in each section of the specifications. Identify work of:
  - specifications. Identify work of:
  - a. Contractor's own labor forces.
  - b. All subcontractors.
  - c. All major suppliers of products or equipment.
- 3. Break down installed costs into:
  - a. Delivered cost of product, with taxes paid.
  - b. Labor cost, excluding overhead and profit.
- 4. For each line item that has installed value of more than \$5,000.00, break down costs to list major products or operations under each item.
  - a. Contractor, subcontractor or supplier.
  - b. Specification section number.
  - c. Description of work or material.
  - d. Quantity.
  - e. Unit price.
  - f. Scheduled value.
  - g. % of contract.
- 5. Round off figures to nearest one hundred dollars.
- 6. Make sum of total costs of all items listed in Schedule equal to total contract sum.

# D. REVIEW AND RESUBMITTAL

- 1. After review by Architect/Engineer, revise and resubmit Schedule as directed.
- 2. Follow original submittal procedure.
- E. UPDATE
  - Update Schedule of Values when:
    - a. Directed by Architect/Engineer.
    - b. Change of subcontractor or supplier occurs.
    - c. Change of product or equipment occurs.

#### 1.3 APPLICATIONS FOR PAYMENT

- A. DESCRIPTION
  - 1. Submit applications for payment to Architect/Engineer for processing no later than 10 days prior to date established for progress payment meeting.
    - a. If a date is not mutually agreed upon, the first day of each month is established as date of progress payment.
  - 2. Related requirements specified elsewhere:
    - a. Agreement between PHA and Contractor: Lump sum and unit prices.
    - b. General Conditions of the Contract for Construction: Progress payments, retainages and final payment.
      - 1) Allowances.
      - 2) Schedule of Values.
      - 3) Project Closeout.

# B. FORMAT AND DATA REQUIRED

- 1. Forms to be used/submitted by Contractor:
  - a. HUD-51000 Schedule of Amounts for Contract Payment.
  - b. HUD-51001 Periodic Estimate for Partial Payments.
  - c. HUD-51002 Schedule of Change of Orders.
  - d. HUD-51003 Schedule of Materials Stored.
  - e. HUD-51004 Summary of Materials Stored.
  - f. HUD-5372 Construction Progress Schedule.
  - g. HUD-5371 Request of Approval of Subcontractor.
  - h. HUD Labor Relations Agreement.
  - i. HUD Payroll Instructions.
  - j. HUD Notarized Final and Partial Waivers of Lien.
  - k. HUD Non-Collusive Affidavit.
- 2. Applications shall be itemized.
  - a. Format, schedules, line items and values: Those of Schedule of Values accepted by Architect/Engineer.
  - b. Quantities and costs submitted for progress percent and payments only, additions to and from contract will be estimated and verified for quantity and costs.

# C. PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- 1. Application form:
  - a. Fill in required information, including that for orders executed prior to date of submittal of application.
  - b. Execute certification with signature of a responsible officer of contracting firm.
  - c. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
  - d. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored.
    - 1) Round off values to nearest dollar, or as specified, for Schedule of Values.
  - e. List each change order executed prior to date of submission at end of continuation sheets.
    - 1) List by change order number and description as for an original component item or work.
- 2. Each application for progress payment shall be accompanied by the following supporting documents.
  - a. Certification.
  - b. HUD-51001 Periodic Estimate for Partial Payments.
  - c. HUD-51002 Schedule of Change of Orders.
  - d. HUD-51003 Schedule of Materials Stored.
  - e. HUD-51004 Summary of Materials Stored.
  - f. HUD-5372 Construction Progress Schedule.
  - g. HUD Payroll Instructions.
  - h. Notarized Final and Partial Waivers of Lien.

# D. MATERIAL OR EQUIPMENT NOT INCORPORATED IN THE WORK

- 1. Progress payments will be made for materials and equipment not incorporated in the Work provided that:
  - a. Such materials and equipment have been delivered to and suitably stored at site or some other location approved in writing by PHA and Architect/Engineer. All such materials stored off-site shall be marked or tagged with identification of project to which they are assigned.
  - b. Contractor submits evidence of title to such materials and equipment.
  - c. Care and custody of such materials and equipment and all costs incurred for movement and storage shall be responsibility of Contractor.
  - d. Such materials and equipment are suitably insured by Contractor. Contractor shall submit a certificate of insurance showing the PHA as an additional insured and showing amount of insurance coverage.

#### E. SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- 1. When the PHA or Architect/Engineer requires substantiating data, Contractor shall submit suitable information with a cover letter identifying:
  - a. Project.
  - b. Application number and date.
  - c. Detailed list of enclosures.
  - d. For stored products:
    - 1) Item number and identification as shown on application.
    - 2) Description of specific material.
    - 3) Bills of Lading.
- 2. Submit one copy of data and cover letter for each copy of application.

#### F. PREPARATION OF APPLICATION FOR FINAL PAYMENT

- 1. Provide application for final payment in accord with Section 01 70 00.
- 2. Fill in application form as specified for progress payments.
- 3. Provide for final statement of accounting as specified in Section 01 70 00 -Contract Closeout.
- 4. Submit final waivers of lien for Contractor's work, sub-contractor's work, and suppliers on Schedule of Values as required by Architect/Engineer.
- G. SUBMITTAL PROCEDURE
  - 1. Submit applications for payment to Architect/Engineer a minimum of 10 calendar days prior to scheduled meeting, or, in absence of other agreement, on first day of month. Late submittals may cause payment to be delayed to following monthly pay period.
  - 2. Number: Three (3) originals of each application and back-up data and all required forms. If all forms and data are not included, the pay request will be returned to Contractor with no further review.
  - 3. When Architect/Engineer finds application properly completed and correct, he will transmit certificate for payment to PHA, with copy to Contractor.

# 1.4 UNIT PRICES

# A. REQUIREMENTS INCLUDE

1. Unit price means a fixed price, including all overhead, profit and all other costs of whatever nature and character for a specified unit of work. (Unit prices may be used to add or deduct work from the base bid.) The PHA may reject or negotiate any unit prices, which it considers excessive or unreasonable.

# B. RELATED REQUIREMENTS

- 1. Specified Elsewhere:
  - a. Bid Form: description of unit prices if applicable

# PART 2 PRODUCTS

Not Used.

#### PART 3 EXECUTION

Not Used.

# ADMINISTRATIVE REQUIREMENTS

#### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Field engineering.
- C. Preconstruction meeting.
- D. Progress meetings.
- E. Pre-installation meetings.
- F. Cutting and patching.
- G. Special procedures.

#### 1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for PHA's partial occupancy.
- F. After PHA occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of PHA's activities.

#### 1.3 FIELD ENGINEERING

- A. Verify set-backs and easements; confirm drawing dimensions and elevations.
- B. Provide field engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.

#### 1.4 PRECONSTRUCTION MEETING

- A. PHA Architect/Engineer will schedule meeting after Notice of Award.
- B. Attendance Required: PHA, Architect/Engineer, and Contractor.

# C. Agenda:

- 1. Execution of PHA-Contractor Agreement.
- 2. Submission of executed bonds and insurance certificates.
- 3. Distribution of Contract Documents.
- 4. Submission of list of Subcontractors, list of products, schedule of values, and progress schedule.
- 5. Designation of personnel representing parties in Contract, and Architect/Engineer.
- 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
- 7. Scheduling.
- 8. Scheduling activities of Geotechnical Engineer.
- D. Architect/Engineer will record minutes and distribute copies with reasonable promptness after meeting to participants, with copies to PHA, and Contractor.

#### 1.5 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Architect/Engineer will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major subcontractors and suppliers, PHA, Architect/Engineer, as appropriate to agenda topics for each meeting.

#### D. Agenda:

- 1. Review minutes of previous meetings.
- 2. Review of Work progress.
- 3. Field observations, problems, and decisions.
- 4. Identification of problems impeding planned progress.
- 5. Review of submittals schedule and status of submittals.
- 6. Review of off-site fabrication and delivery schedules.
- 7. Maintenance of progress schedule.

- 8. Corrective measures to regain projected schedules.
- 9. Planned progress during succeeding work period.
- 10. Coordination of projected progress.
- 11. Maintenance of quality and work standards.
- 12. Effect of proposed changes on progress schedule and coordination.
- 13. Other business relating to Work.

# 1.6 PRE-INSTALLATION MEETINGS

- A. When required in individual specification sections, convene pre-installation meetings at Project site prior to commencing work of specific section.
- B. Require attendance of parties directly affecting, or affected by, Work of specific section.
- C. Notify Architect/Engineer four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
  - 1. Review conditions of installation, preparation and installation procedures.
  - 2. Review coordination with related work.

# PART 2 PRODUCTS

Not Used.

#### PART 3 EXECUTION

#### 3.1 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements affecting:
  - 1. Structural integrity of element.
  - 2. Integrity of weather-exposed or moisture-resistant elements.
  - 3. Efficiency, maintenance, or safety of element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of PHA or separate contractor.
- C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
  - 1. Fit the several parts together, to integrate with other Work.
  - 2. Uncover Work to install or correct ill-timed Work.
  - 3. Remove and replace defective and non-conforming Work.
  - 4. Remove samples of installed Work for testing.
  - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.

- D. Execute work by methods to avoid damage to other Work, and to provide proper surfaces to receive patching and finishing.
- E. Cut masonry and concrete materials using masonry saw or core drill.
- F. Restore Work with new products in accordance with requirements of Contract Documents.
- G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material, to full thickness of penetrated element.
- J. Refinish or restore surfaces and finished to match existing finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.
- K. Identify hazardous substances or conditions exposed during the Work to Architect/Engineer for decision or remedy.

#### 3.2 SPECIAL PROCEDURES

- A. Materials: As specified in product sections; match existing with new products and salvaged products for patching and extending work.
- B. Employ skilled and experienced installer to perform alteration work.
- C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- D. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- E. Remove debris and abandoned items from area and from concealed spaces.
- F. Prepare surface and remove surface finishes to permit installation of new work and finishes.
- G. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
- H. Remove, cut, and patch Work in manner to minimize damage and to permit restoring products and finishes to original or specified condition.
- I. Refinish existing visible surfaces to remain in renovated rooms and spaces, to specified condition for each material, with neat transition to adjacent finishes.

- J. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- K. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Architect/Engineer for review.
- L. Where change of plane of 1/4 inch or more occurs, submit recommendation for providing smooth transition; to Architect/Engineer for review.
- M. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- N. Finish surfaces as specified in individual product sections.

# SUBMITTAL PROCEDURES

#### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed products list.
- D. Product data.
- E. Shop drawings.
- F. Samples.
- G. Design data.
- H. Test reports.
- I. Certificates.
- J. Manufacturer's instructions.
- K. Manufacturer's field reports.

#### 1.2 SUBMITTAL PROCEDURES

# A. Transmit each submittal with shop drawing submittal form found at the end of this section.

- B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- C. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite Project, and deliver to Architect/Engineer. Coordinate submission of related items.

- F. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.
- G. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.
- H. Allow space on submittals for Contractor and Architect/Engineer review stamps.
- I. When revised for resubmission, identify changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.

#### 1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedules within 15 days after date established in Notice to Proceed. After review, resubmit required revised data within ten days.
- B. Submit revised Progress Schedules with each Application for Payment.
- C. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.
- D. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.
- E. Submit computer generated chart with separate line for each major portion of Work or operation, identifying first work day of each week.
- F. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.
- G. Indicate estimated percentage of completion for each item of Work at each submission.
- H. Submit separate schedule of submittal dates for shop drawings, product data, and samples, including dates reviewed submittals will be required from Architect/Engineer. Indicate decision dates for selection of finishes.
- I. Revisions To Schedules:
  - 1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
  - 2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
  - 3. Prepare narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect including effect of changes on schedules of separate contractors.

# 1.4 PROPOSED PRODUCTS LIST

- A. Within 15 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

# 1.5 PRODUCT DATA

- A. Product Data: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Submit number of copies Contractor requires, plus 3 copies Architect/Engineer will retain.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 017000.

#### 1.6 SHOP DRAWINGS

- A. Shop Drawings: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual specification sections, provide shop drawings signed and sealed by professional engineer responsible for designing components shown on shop drawings.
  - 1. Include signed and sealed calculations to support design.
  - 2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
  - 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. Submit number of opaque reproductions Contractor requires, plus 3 copies Architect/Engineer will retain.
- E. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 017000.

# 1.7 SAMPLES

- A. Samples: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Samples For Selection as Specified in Product Sections:
  - 1. Submit to Architect/Engineer for aesthetic, color, or finish selection.
  - 2. Submit samples of finishes from full range of manufacturers' standard colors, textures, and patterns for Architect/Engineer selection.
- C. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- D. Include identification on each sample, with full Project information.
- E. Submit number of samples specified in individual specification sections; Architect/Engineer will retain one sample.
- F. Reviewed samples which may be used in the Work are indicated in individual specification sections.
- G. Samples will not be used for testing purposes unless specifically stated in specification section.
- H. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 017000.

#### 1.8 DESIGN DATA

- A. Submit for Architect/Engineer's knowledge as contract administrator or for PHA.
- B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

#### 1.9 TEST REPORTS

- A. Submit for Architect/Engineer's knowledge as contract administrator or for PHA.
- B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

#### 1.10 CERTIFICATES

A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Architect/Engineer, in quantities specified for Product Data.

- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product but must be acceptable to Architect/Engineer.

# 1.11 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Architect/Engineer for delivery to PHA in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

# 1.12 MANUFACTURER'S FIELD REPORTS

- A. Submit reports for Architect/Engineer's benefit as contract administrator or for PHA.
- B. Submit report in duplicate within 30 days of observation to Architect/Engineer for information.
- C. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

# PART 2 PRODUCTS

Not Used.

# PART 3 EXECUTION

Not Used.



# SHOP DRAWING SUBMITTAL

PROJECT:	Street Capita	and Parking In	nprovements	DATE:
-	AMP			
-	St. Cla			
-	IFB-24			
A/E PROJECT N	IO:	280-0474		
CONTRACTOR:				
PRESENTED BY: (Subcontractor/Supplier)		1	Company Name	
×	11 /		A 11	
			Address	
			Phone/Fax	
			Contact Person	
ITEM:				
SPEC SECTION	:			

By approving and submitting these shop drawings, product data and samples, we represent that we have determined and verified all materials, field measurements and field construction criteria related thereto, or will do so, and that we have checked and coordinated information contained within submittal with requirements of the work and contract documents.

Contractor's Signature

Date

# QUALITY REQUIREMENTS

# PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Quality control and control of installation.
- B. Tolerances
- C. References.
- D. Testing and inspection services.
- E. Manufacturers' field services.
- F. Examination.
- G. Preparation.

#### 1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. When manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

# 1.3 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

- B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

# 1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date for receiving bids, except where specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. When specified reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- E. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of Architect/Engineer shall be altered from Contract Documents by mention or inference otherwise in reference documents.

# 1.5 TESTING AND INSPECTION SERVICES

- A. PHA will employ and pay for specified services of an independent firm to perform testing and inspection.
- B. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
- C. Testing and employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- D. Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by same independent firm on instructions by Architect/Engineer. Payment for re-testing or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.

#### 1.6 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment and as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect/Engineer 30 days in advance of required observations. Observer subject to approval of Architect/Engineer and PHA.

- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Refer to Section 013300 SUBMITTAL PROCEDURES, MANUFACTURERS' FIELD REPORTS article.

#### PART 2 PRODUCTS

Not Used.

#### PART 3 EXECUTION

- 3.1 EXAMINATION
  - A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
  - B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
  - C. Examine and verify specific conditions described in individual specification sections.
  - D. Verify utility services are available, of correct characteristics, and in correct locations.

# 3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

# TEMPORARY FACILITIES AND CONTROLS

#### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Temporary Utilities:
  - 1. Temporary electricity.
  - 2. Temporary lighting for construction purposes.
  - 3. Temporary ventilation.
  - 4. Temporary water service.
  - 5. Temporary sanitary facilities.
- B. Construction Facilities:
  - 1. Vehicular access.
  - 2. Parking.
  - 3. Progress cleaning and waste removal.
- C. Temporary Controls:
  - 1. Barriers.
  - 2. Enclosures and fencing.
  - 3. Dust control.
  - 4. Pollution control.
- D. Removal of utilities, facilities, and controls.

#### 1.2 TEMPORARY ELECTRICITY

- A. PHA will pay cost of energy used. Exercise measures to conserve energy. Utilize PHA's existing power service where available.
- B. Provide temporary electric feeder from existing building electrical service as required for construction operations. Do not disrupt PHA's use of service.
- C. Complement existing power service capacity and characteristics as required for construction operations.

# 1.3 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain lighting as necessary for construction operations.
- B. Maintain lighting and provide routine repairs.
- C. Permanent building lighting may be utilized during construction.

# 1.4 TEMPORARY VENTILATION

- A. Ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Utilize existing ventilation equipment. Extend and supplement equipment with temporary fan units as required to maintain clean air for construction operations.

#### 1.5 TEMPORARY WATER SERVICE

A. Provide and pay for suitable quality water service as needed to maintain specified conditions for construction operations. Connect to existing water source where available as directed by the PHA.

#### 1.6 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide facilities at time of project mobilization.

# 1.7 VEHICULAR ACCESS

- A. Location as approved by PHA.
- B. Provide unimpeded access for emergency vehicles.
- C. Provide and maintain access to fire hydrants and control valves free of obstructions.
- D. Use existing on-site roads for construction traffic as directed by the PHA.

#### 1.8 PARKING

- A. Use of designated existing on-site streets and driveways used for construction traffic is permitted, as directed by the PHA.
- B. Use of designated areas of existing parking facilities used by construction personnel is permitted, as directed by the PHA.
- C. Do not allow heavy vehicles or construction equipment in parking areas.
- D. Maintenance:
  - 1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
  - 2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.
- E. Removal, Repair:
  - 1. Repair existing facilities damaged by use, to original condition.

#### 1.9 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing spaces.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and rubbish from site and dispose off-site.

#### 1.10 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas to allow for PHA's use of site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by authorities having jurisdiction for public rights-of-way and for public access to existing building.
- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

#### 1.11 ENCLOSURES AND FENCING

- A. Exterior Enclosures:
  - 1. Provide temporary weather tight closure of exterior openings to accommodate acceptable working conditions and protection for products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.
- B. Interior Enclosures:
  - 1. Provide temporary partitions as necessary, to prevent penetration of dust and moisture into PHA occupied areas, and to prevent damage to existing materials and equipment.

#### 1.12 DUST CONTROL

- A. Execute Work by methods to minimize raising dust from construction operations.
- B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

# 1.13 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.
- B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

# 1.14 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing and permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

# PART 2 PRODUCTS

Not Used.

# PART 3 EXECUTION

Not Used.

# PRODUCT REQUIREMENTS

#### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Product substitution procedures.

#### 1.2 PRODUCTS

- A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.
- C. Furnish interchangeable components from same manufacturer for components being replaced.

# 1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

#### 1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- D. For exterior storage of fabricated products, place on sloped supports above ground.

- E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

#### 1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for any manufacturer not named in accordance with the following article.

#### 1.6 PRODUCT SUBSTITUTION PROCEDURES

- A. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.
- B. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- C. A request constitutes a representation that Bidder:
  - 1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
  - 2. Will provide same warranty for Substitution as for specified product.
  - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to PHA.
  - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
  - 5. Will reimburse PHA and Architect/Engineer for review or redesign services associated with re-approval by authorities having jurisdiction.
- D. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents.

- E. Substitution Submittal Procedure:
  - 1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
  - 2. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
  - 3. Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

# PART 2 PRODUCTS

Not Used.

# PART 3 EXECUTION

Not Used.

# EXECUTION AND CLOSEOUT REQUIREMENTS

#### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Protecting installed construction.
- D. Project record documents.
- E. Operation and maintenance data.
- F. Manual for materials and finishes.
- G. Spare parts and maintenance products.
- H. Product warranties and product bonds.
- I. Maintenance service.

#### 1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's review.
- B. Provide submittals to Architect/Engineer required by authorities having jurisdiction.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due. Including:
  - 1. Contractor's Notarized Final Waivers of Lien for full amount of contract.
  - 2. List of all subcontractors and major material suppliers and their final contract amount and notarized Final Waivers of Lien for the full amount.
  - 3. Consent of Surety Company to Final Payment (AIA Document G707).
  - 4. All written guarantees related to materials incorporated into project.
  - 5. Contractor's Certificate and Release, form in exact text as furnished by PHA, signed by Contractor.
- D. The PHA will process final statement in accord with conditions of the Contract.

#### 1.3 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.
- D. Replace filters of operating equipment.
- E. Clean construction debris from roofs, gutters, downspouts, and drainage systems.
- F. Clean construction debris from site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and construction facilities from site.

#### 1.4 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from landscaped areas.

# 1.5 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed Shop Drawings, Product Data, and Samples.
  - 6. Manufacturer's instruction for assembly, installation, and adjusting.

- B. Ensure entries are complete and accurate, enabling future reference by PHA.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and modifications.
- F. Record Drawings: Legibly mark each item to record actual construction including:
  - 1. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  - 2. Field changes of dimension and detail.
  - 3. Details not on original Contract drawings.
- G. Submit documents to Architect/Engineer with claim for final Application for Payment.

# 1.6 OPERATION AND MAINTENANCE DATA

- A. Submit data bound in 8-1/2 x 11 inch (A4) text pages, three D side ring binders with durable plastic covers.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project.
- C. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- E. Contents: Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
  - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
  - 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
    - a. Significant design criteria.
    - b. List of equipment.
    - c. Parts list for each component.
    - d. Operating instructions.
    - e. Maintenance instructions for equipment and systems.

- f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
- 3. Part 3: Project documents and certificates, including the following:
  - a. Shop drawings and product data.
  - b. Air and water balance reports.
  - c. Certificates.
  - d. Originals of warranties.

#### 1.7 MANUAL FOR MATERIALS AND FINISHES

- A. For equipment, or component parts of equipment put into service during construction and operated by PHA, submit documents within ten days after acceptance.
- B. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Include information for re-ordering custom manufactured products.
- C. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- D. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.
- E. Additional Requirements: As specified in individual product specification sections.
- F. Include listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

#### 1.8 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Furnish spare parts, maintenance, and extra products in quantities specified in individual specification sections.
- B. Deliver to Project site and place in location as directed by PHA; obtain receipt prior to final payment.

#### 1.9 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work.
- B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form, contain full information, and are notarized.

- D. Co-execute submittals when required.
- E. Submit prior to final Application for Payment.
- F. Time of Submittals:
  - 1. For equipment or component parts of equipment put into service during construction with PHA's permission, submit documents within ten days after acceptance.
  - 2. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

# 1.10 MAINTENANCE SERVICE

- A. Furnish service and maintenance of components indicated in specification sections.
- B. Examine system components at frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by manufacturer of original component.
- D. Do not assign or transfer maintenance service to agent or Subcontractor without prior written consent of PHA.

# PART 2 PRODUCTS

Not Used.

# PART 3 EXECUTION

Not Used.

# SECTION 31 25 13

# EROSION CONTROLS

#### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Application of Temporary Seeding.
  - 2. Construction of Erosion Control Devices.
  - 3. Earthwork for Sideslope Stability.

#### 1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
  - 1. AASHTO T88 Standard Specification for Particle Size Analysis of Soils.
  - 2. AASHTO T180 Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- B. American Concrete Institute:
  - 1. ACI 301 Specifications for Structural Concrete.
- C. ASTM International:
  - 1. ASTM C127 Standard Test Method for Specific Gravity and Absorption of Coarse Aggregate.
  - 2. ASTM D698 Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).
  - ASTM D1557 Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft3 (2,700 kN-m/m3)).
  - 4. ASTM D2922 Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
  - 5. ASTM D3017 Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
- D. Precast/Prestressed Concrete Institute:
  - 1. PCI MNL-116S Manual for Quality Control for Plants and Production of Precast and Prestressed Concrete Products.
- E. Illinois Department of Transportation (IDOT): Standard Specifications for Road and Bridge Construction, 2022, and all addenda. References made to compensation, method of measurement and basis of payment shall not apply.

#### 1.3 SUBMITTALS

A. Submit product information for proposed erosion control materials.

# 1.4 SUMMARY OF REQUIREMENTS

# A. All Construction Sites:

- 1. Construction activities must not cause a discharge that alters the physical, thermal, chemical, biological or radioactive properties of any waters of the State; or discharge a contaminant that is likely to cause a nuisance or be harmful to public health, wildlife, or other legitimate uses.
- 2. To the extent practicable, all construction sites must provide on-site methods to prevent sediment from entering the existing storm water system. Discharge of cloudy or sediment-laden water from any construction site to surface waters or any part of the sewer system is prohibited.
- 3. All construction sites must have stabilized construction site ingress and egress to limit tracking of sediment off-site.
- 4. If sediment escapes the construction site, off-site accumulations of sediment must be removed by the end of the day.
- 5. Sediment must be removed from sediment traps or sedimentation basins when design capacity has been reduced by 50%.

# 1.5 QUALITY ASSURANCE

A. Perform Work in accordance with IDOT Standard Specification Section 280.

# 1.6 SITE CONDITIONS

- A. Temporary erosion control during the active construction phases of the project shall be performed in accordance with the applicable portions of the Illinois Department of Transportation Standard Specifications Section 280. All temporary erosion control methods shall be coordinated with the permanent erosion control features specified elsewhere in the contract to the extent practical to assure economical, effective and continuous erosion control throughout the construction and post-construction period.
- B. Heavy equipment shall not be operated within five feet of site improvements. Work required within these areas shall be by hand or with appropriate landscaping equipment.
- C. In the event of conflict between these requirements and pollution control laws, rules or regulations of other Federal or state or local agencies, the more restrictive laws, rules or regulations shall apply. The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, and reservoirs with fuels, oils, bitumens, calcium chloride or other harmful materials.

# PART 2 PRODUCTS

# 2.1 EROSION CONTROL MATERIALS

A. Temporary Erosion Control Materials shall be in accordance with IDOT Standard Specification Section 280.
# PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify compacted subgrade is acceptable and ready to support devices and imposed loads.

# 3.2 TEMPORARY EROSION CONTROL

- A. The Architect/Engineer has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, the surface area of erodible earth material exposed by excavation, borrow and fill operations and to direct the Contractor to provide immediate permanent or temporary pollution control measures to prevent contamination of adjacent streams or other watercourses, lakes, ponds or other areas of water impoundment. Cut slopes shall be seeded and mulched as the excavation proceeds to the extent considered desirable and practicable.
- B. The Architect/Engineer may require additional temporary erosion control measures to correct conditions that develop during construction; that are needed prior to installation of permanent pollution control features; or that are needed temporarily to control erosion that develops during normal construction practices but are not associated with permanent control features on the project.
- C. The Contractor shall incorporate all permanent erosion control features into the project at the earliest practicable time.
- D. The Architect/Engineer may limit the area of site improvement operations in progress commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding and other such permanent pollution control measures current in accordance with the approved schedule. Should seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately.

# 3.6 MAINTENANCE

A. The temporary erosion control systems installed by the Contractor shall be properly maintained as directed by the Architect/Engineer to control siltation at all times during the life of the contract. If the Contractor fails to maintain the temporary erosion control systems as directed, the Architect/ Engineer may, at the expiration of a period of 48 hours after having given the Contractor written notice, proceed to maintain the systems as deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due, the Contractor under this contract.

# SECTION 32 05 16

# AGGREGATES

# PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

# 1.2 SUMMARY

- A. Section Includes:
  - 1. Coarse aggregate materials.
  - 2. Fine aggregate materials.
- B. Related Sections:
  - 1. Section 32 11 23 Aggregate Base Course.
  - 2. Section 32 12 16 Asphalt Paving.

# 1.3 REFERENCES

- A. American Association of State Highway and Transportation Officials:
  - 1. AASHTO M147 Standard Specification for Materials for Aggregate and Soil-Aggregate Subbase, Base and Surface Courses.
  - 2. AASHTO T99 Standard Specification for Moisture-Density Relations of Soils Using a 2.5 kg (5.5 lb) Rammer and a 305 mm (12 in.) Drop.
- B. ASTM International:
  - 1. ASTM C136 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
  - 2. ASTM D698 Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).
  - 3. ASTM D2487 Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
  - 4. ASTM D4318 Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

# 1.4 SUBMITTALS

- A. Section 01 33 00 Submittal Procedures: Requirements for submittals.
- B. Samples: Submit, in air-tight containers, a 25-pound sample of each type of aggregate fill to the Engineer.
- C. Materials Source: Submit name of imported materials suppliers.
- D. Manufacturer's Certificate: Certify aggregate suppliers are IDOT approved.

# 1.5 QUALITY ASSURANCE

A. Furnish each aggregate material from single source throughout the Work.

#### PART 2 PRODUCTS

# 2.1 COARSE AGGREGATE MATERIALS

A. All coarse aggregates used to complete the Work shall conform to IDOT Standard Specification Section 1004.

# 2.2 FINE AGGREGATE MATERIALS

A. All fine aggregate used to complete the Work shall conform to IDOT Standard Specification Section 1003.

#### 2.3 SOURCE QUALITY CONTROL

- A. Section 01 40 00 Quality Requirements: Testing and inspection services.
- B. Testing and Analysis of Coarse Aggregate Material: The Engineer shall perform in accordance with ASTM D698.
- C. Testing and Analysis of Fine Aggregate Material: The Engineer shall perform in accordance with ASTM D698.
- D. When tests indicate materials do not meet specified requirements, change material and retest.

#### PART 3 EXECUTION

#### 3.1 STOCKPILING

- A. If necessary, stockpile materials on site at locations indicated by the Engineer.
- B. Stockpile in sufficient quantities to meet Project schedule and requirements.
- C. Separate different aggregate materials with dividers or stockpile individually to prevent mixing.
- D. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.

# 3.2 STOCKPILE CLEANUP

A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

# SECTION 32 11 23

# AGGREGATE BASE COURSES

# PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

# 1.2 SUMMARY

- A. Section Includes:
  - 1. Aggregate subbase.
  - 2. Aggregate base course.

#### 1.3 REFERENCES

- A. American Association of State Highway and Transportation Officials:
  - 1. AASHTO M288 Standard Specification for Geotextile Specification for Highway Applications.

# B. ASTM International:

- 1. ASTM D1556 Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
- 2. ASTM D2167 Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
- 3. ASTM D2922 Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- 4. ASTM D2940 Standard Specification for Graded Aggregate Material for Bases or Subbases for Highways or Airports.
- 5. ASTM D3017 Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
- 6. IDOT Standard Specifications for Road and Bridge Construction, April 1 2016.

# 1.4 SUBMITTALS

- A. Section 00 72 13 General Conditions
- B. Section 01 33 00 Submittal Procedures
- C. Samples: Submit, in air-tight containers, 10 lb. sample of each type of aggregate fill to testing laboratory.
- D. Materials Source: Submit name of aggregate materials suppliers.

# 1.5 QUALITY ASSURANCE

- A. Furnish each aggregate material from single source throughout the Work.
- B. Perform Work in accordance with IDOT Standard Specifications for Road and Bridge Construction.

## PART 2 - PRODUCTS

# 2.1 SUSTAINABILITY CHARACTERISTICS

- A. Materials and Resources Characteristics:
  - 1. Recycled Content Materials: Furnish materials with maximum available recycled content.

# 2.2 AGGREGATE MATERIALS

- A. Subbase (Fine) Aggregate: As specified in Section 32 05 16.
- B. Base (Coarse) Aggregate: As specified in Section 32 05 16.

# PART 3 - EXECUTION

# 3.1 EXAMINATION

- A. Section 01 31 19 Project Meetings: Verification of existing conditions before starting work.
- B. Verify compacted substrate is dry and ready for paving and the support of imposed loads.
- C. Verify substrate has been inspected, gradients and elevations are correct.

# 3.2 PREPARATION

- A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and recompacting.
- B. Do not place fill on soft, muddy, or frozen surfaces.

# 3.3 AGGREGATE PLACEMENT

- A. Aggregate SubBase: Place in accordance with IDOT Standard Specification Section 311.
- B. Aggregate Base: Place in accordance with IDOT Standard Specification Section 351.
- C. Roller compact aggregate to 95% maximum density
- D. Level and contour surfaces to elevations, profiles, and gradients indicated.
- E. Maintain a maximum variation of 3 percent from Optimum Moisture Content of backfill materials to attain the required compaction density.
- F. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

# 3.4 TOLERANCES

- A. Section 01 40 00 Quality Requirements: Tolerances.
- B. Maximum Variation from Flat Surface: 1/4 inch measured with 10-foot straight edge.

- C. Maximum Variation from Thickness: 1/4 inch.
- D. Maximum Variation from Elevations: 1/2 inch.

# 3.5 FIELD QUALITY CONTROL

- A. Field compaction and moisture testing of materials will be performed by the Engineer in accordance with ASTM D6938.
- B. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.

# SECTION 32 12 16

# ASPHALT PAVING

# PART 1 GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Prime Coat application.
  - 2. Construction of Hot Mix Asphalt (HMA) surface and binder.
- B. Related Sections:
  - 1. Section 32 05 16 Aggregates.
  - 2. Section 32 11 23 Aggregate Base Course.

#### 1.3 SUBMITTALS

A. Asphalt Mixes: Submit mix data. Bituminous plant and mixture MUST be IDOT approved.

# 1.4 TESTING & INSPECTION

- A. Testing and inspection of bituminous concrete mixes and testing of placed aggregate base course and hot mix asphalt pavement will be performed by Architect / Engineer, in accordance with Specification Section 01 40 00 Quality Requirements. Testing and inspection will be performed in a manner to minimize disruption of work.
- B. Allow testing laboratory access to mixing plant for verification of weights or proportions, character of materials used and determination of temperatures used in preparation of hot mix asphalt pavement.
- C. When requested, testing laboratory will perform tests on hot mix asphalt pavement mix to determine conformity with specifications.
- D. Contractor shall pay for all costs of additional testing necessary due to improper performance of work.
- E. Do not place hot-mix asphalt pavement until satisfactory results have been verified and base course approved in writing by the Engineer.
- F. When compaction test results for the hot-mix asphalt courses indicate non-conforming work, remove defective work, replace and retest.

# PART 2 PRODUCTS

# 2.1 MATERIALS

- A. Pavement Removal: Perform in accordance with IDOT Standard Specification Section 440.
- B. Hot-Mix Asphalt Binder Course: In accordance with IDOT Standard Specification Section 406.
- C. Hot-Mix Asphalt Surface Course: In accordance with IDOT Standard Specification Section 406.
- D. Bituminous Materials (Prime Coat): Apply in accordance with IDOT Standard Specification Section 406.

#### PART 3 EXECUTION

#### 3.1 INSTALLATION

- A. Provide all items and perform all preparation and work in accordance with IDOT Standard Specifications, referenced sections and IDOT Special Provisions for Local Roads and Streets:
  - 1. Pavement Removal: 440.
  - 2. Aggregate Base: 351
  - 3. Hot-mix asphalt binder course: 406.
  - 4. Hot-mix asphalt surface course: 406.
  - 5. Bituminous materials (prime coat): 406.
  - 6. Full depth hot-mix asphalt: 407.

#### 3.2 PREPARATION

A. Remove existing pavement and excavate surfaces in accordance with IDOT Standard Specification Section 440 and the plan set.

#### 3.3 PLACEMENT OF HOT-MIX ASPHALT PAVEMENT

- A. Hot-mix asphalt pavement courses shall be placed in accordance with IDOT Standard Specification Section 406.
- B. In addition to the weather and temperature limitations specified in Section 406 of the Standard Specifications, in the event of sudden rain, the loading of trucks shall immediately stop whether they be from the plant or storage bins.

Material in transit will be permitted to be laid at the Contractor's risk provided the pavement is free of standing water and the proper temperatures of the asphaltic mix are maintained. Approval to unload the trucks in transit shall in no way relax the requirements of quality, density or smoothness of the bituminous mixture being placed.

At least four weeks prior to the start of construction, the Contractor shall submit samples of the coarse aggregate(s), the fine aggregate(s), mineral filler and asphalt he proposes to use for the purpose of establishing a job mix formula. This requirement may be waived

by the Engineer, provided the Contractor can show evidence that his proposed materials have produced a bituminous mixture meeting the requirements below.

- C. Compact each course by rolling to specified density. Do not displace or extrude pavement from position. Hand compact in areas inaccessible to rolling equipment.
- D. Perform rolling with consecutive passes to achieve even and smooth finish, without roller marks.
- E. Hot-mix asphalt pavement mix used must be IDOT approved.
- F. Bituminous Materials (Prime Coat) shall be placed between all lifts in accordance with the Illinois Department of Transportation Standard Specifications.

# 3.4 TOLERANCES

- A. Section 01 40 00 Quality Requirements: Tolerances.
- B. Flatness: Maximum variation of 1/4 inch measured with a 10-foot straight edge.
- C. Scheduled Compacted Thickness: Within 1/4 inch.
- D. Variation of Indicated Elevation: Within 1/2 inch.

# SECTION 32 12 22

# JOINT SEALING

# PART 1 GENERAL

# 1.1 SUMMARY

- A. Section Includes:
  - 1. Cleaning and sealing of joints for:
    - a. Concrete pavement.
- B. Related Sections:
  - 1. Section 32 13 13 Concrete Paving.

# 1.2 REFERENCES

A. Illinois Department of Transportation (IDOT): Standard Specifications for Road and Bridge Construction, 2016, and all addenda. References made to compensation, method of measurement and basis of payment shall not apply.

# 1.3 SUBMITTALS

- A. Section 01 33 00 Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit manufacturer's product data, including recommended application rate and mixing instructions.

# 1.4 DELIVERY, STORAGE AND HANDLING

A. Joint Sealer: Deliver joint sealer in manufacturer's original, unopened, undamaged containers and packaging. Store in dry conditions and keep packaging sealed until ready for use.

# PART 2 PRODUCTS

# 2.1 JOINT SEALER

- A. Joint sealer shall be in accordance with IDOT Standard Specification Section 1050.
- B. Backer rod:
  - 1. Closed-cell, plastic-foam, heat resistant, chemically inert, waterproof rod compatible with the sealant used.
  - 2. 1/8 inch wider in diameter than the joint it will be placed in.

# PART 3 EXECUTION

# 3.1 EXAMINATION

- A. Section 01 30 00 Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify joints to be sealed are clean, dry, and blown free of loose foreign material prior to sealant placement.
- C. Do not place joint sealer when surface temperature is outside of the Manufacturer's recommended range.

# 3.2 QUALITY CONTROL

A. Joint cleaning and sealing shall be in accordance with IDOT Standard Specification Section 452.

#### 3.3 PREPARATION

- A. Dust and debris shall be blown from joints with a power blower or compressed air immediately ahead of sealer placement. When compressed air is used, the minimum operating air pressure shall be 90 pounds per square inch.
- B. Joints shall be routed or sawed as necessary to dislodge foreign materials and/or to enlarge existing cracks to a sufficient width to allow penetration of joint sealer. If sawing or routing is necessary, joints shall be opened to a minimum width and depth of approximately 3/4 inch.

#### 3.4 PLACING JOINT SEALER

- A. Sealant shall be continuously and mechanically agitated during heating when hot-poured joint sealer is used.
- B. The sealed crack shall be filled flush with the pavement surface. Under-filling of joints will not be permitted.
- C. Backer rod may be used to control the depth of sealant placed as approved by the Architect/Engineer. The minimum depth of placed sealant shall be 3/4 inch.

# SECTION 32 13 13

#### CONCRETE

# PART 1 GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1.

- Concrete paving for:
  - a. Concrete pavement.
- B. Related Sections:
  - 1. Section 32 11 23 Aggregate Base.
  - 2. Section 32 12 22 Joint Sealing
  - 3. Section 32 05 16 Aggregates

#### 1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
  - 1. AASHTO M324 Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
- B. American Concrete Institute:
  - 1. ACI 301 Specifications for Structural Concrete.
  - 2. ACI 304 Guide for Measuring, Mixing, Transporting, and Placing Concrete.
- C. ASTM International:
  - 1. ASTM A184/A184M Standard Specification for Fabricated Deformed Steel Bar Mats for Concrete Reinforcement.
  - 2. ASTM A185 Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.
  - 3. ASTM A497 Standard Specification for Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement.
  - 4. ASTM A615/A615M Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
  - 5. ASTM A706/A706M Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement.
  - 6. ASTM A767/A767M Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement.
  - 7. ASTM A775/A775M Standard Specification for Epoxy-Coated Reinforcing Steel Bars.
  - 8. ASTM A884/A884M Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Fabric for Reinforcement.
  - 9. ASTM A934/A934M Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars.
  - 10. ASTM C31/C31M Standard Practice for Making and Curing Concrete Test Specimens in the Field.
  - 11. ASTM C33 Standard Specification for Concrete Aggregates.
  - 12. ASTM C39 Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
  - 13. ASTM C94/C94M Standard Specification for Ready-Mixed Concrete.

- 14. ASTM C143/C143M Standard Test Method for Slump of Hydraulic Cement Concrete.
- 15. ASTM C150 Standard Specification for Portland Cement.
- 16. ASTM C172 Standard Practice for Sampling Freshly Mixed Concrete.
- 17. ASTM C173/C173M Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
- 18. ASTM C231 Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
- 19. ASTM C260 Standard Specification for Air-Entraining Admixtures for Concrete.
- 20. ASTM C309 Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
- 21. ASTM C494/C494M Standard Specification for Chemical Admixtures for Concrete.
- 22. ASTM C595 Standard Specification for Blended Hydraulic Cements.
- 23. ASTM C618 Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.
- 24. ASTM C979 Standard Specification for Pigments for Integrally Colored Concrete.
- 25. ASTM C989 Standard Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars.
- 26. ASTM C1017/C1017M Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete.
- 27. ASTM C1064/C1064M Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete.
- 28. ASTM C1116 Standard Specification for Fiber-Reinforced Concrete and Shotcrete.
- 29. ASTM C1315 Standard Specification for Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete.
- 30. ASTM C1371 Standard Test Method for Determination of Emittance of Materials Near Room Temperature Using Portable Emissometers.
- 31. ASTM C1549 Standard Test Method for Determination of Solar Reflectance Near Ambient Temperature Using a Portable Solar Reflectometer.
- 32. ASTM D1751 Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
- 33. ASTM D1752 Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
- 34. ASTM D6690 Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
- 35. ASTM E408 Standard Test Methods for Total Normal Emittance of Surfaces Using Inspection-Meter Techniques.
- 36. ASTM E903 Standard Test Method for Solar Absorptance, Reflectance, and Transmittance of Materials Using Integrating Spheres.
- 37. ASTM E1918 Standard Test Method for Measuring Solar Reflectance of Horizontal and Low-Sloped Surfaces in the Field.
- 38. ASTM E1980 Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces.
- D. Illinois Department of Transportation (IDOT): Standard Specifications for Road and Bridge Construction, 2022, and all addenda. References made to compensation, method of measurement and basis of payment shall not apply.

# 1.1 SUBMITTALS

- A. Section 01 33 00 Submittal Procedures: Requirements for submittals.
- B. Product Data:
  - 1. Concrete: Submit data on concrete materials, joint filler, admixtures and curing compounds.
- C. Design Data:
  - 1. Submit concrete mix designs, for each class of concrete, to the Architect/Engineer. Submit separate mix designs when fiber reinforcement is required or admixtures are required for the following:
    - a. Hot and cold weather concrete Work.
  - 2. Identify mix ingredients and proportions, including admixtures.
  - 3. Identify chloride content of admixtures and whether or not chloride was added during manufacture.
  - 4. Concrete design mix shall be in accordance with IDOT Standard Specification 1020.
  - 5. Concrete shall have a minimum compressive strength of 4000 PSI at 28 days. Seven (7) day strengths shall be a minimum of two-thirds of the 28 day design strengths.

# 1.2 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301 and ACI 304.
- B. Cement shall be a uniform product of Portland Cement of a single manufacturer throughout all Work.
- 1.3 DELIVERY, STORAGE AND HANDLING
  - A. Reinforcement: Deliver reinforcement in manufacturer's original, unopened, undamaged containers and packaging. Store in dry conditions and keep packaging sealed until ready for use.

# 1.4 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years experience.
- B. Installer: Company specializing in performing Work of this section with minimum three years experience.

# 1.5 ENVIRONMENTAL REQUIREMENTS

A. Section 01 60 00 - Product Requirements: Environmental conditions affecting products on site.

B. Do not place concrete when base surface temperature is less than 40 degrees F, or surface is wet or frozen.

# PART 2 – PRODUCTS

# 2.1 FORM MATERIALS

- A. Form Materials: In accordance with IDOT Standard Specification Article 1103.05.
- B. Joint Filler: Preformed expansion joint filler in accordance with IDOT Standard Specification Section 1051.

#### 2.2 CONCRETE MATERIALS

- A. Cement: Portland Cement: In accordance with IDOT Standard Specification Section 1001. For air-entrained concrete, cement shall be in accordance with ASTM C-175, Type I-A, II-A or III-A.
- B. Water: In accordance with IDOT Standard Specification Section 1002.
- C. Fine Aggregate: In accordance with IDOT Standard Specification Section 1003.
- D. Coarse Aggregate: In accordance with IDOT Standard Specification Section 1004.

# 2.3 ADMIXTURES

A. Concrete Admixtures: In accordance with IDOT Standard Specification Section 1021. Airentrained agents shall conform to ASTM C260. No Calcium Chloride shall be entrained into mixtures to be used for concrete pavements.

# 2.4 ACCESSORIES

- A. Curing Compound: Meeting ASTM C309, Type I.
- B. Joint Sealer: In accordance with IDOT Standard Specification Section 1050.
- C. Joint Filler: Bituminous Preformed Joint Filler in accordance with IDOT Standard Specification Article 1051.03

# 2.5 SOURCE QUALITY CONTROL AND TESTS

- A. Section 01 40 00 Quality Requirements: Testing and Inspection Services.
- B. Submit proposed mix design of each class of concrete to the Architect/Engineer for review prior to commencement of Work.
- C. Tests on cement, aggregates, and mixes will be performed to ensure conformance with specified requirements.

- D. Test samples in accordance with ACI 301.
- E. Concrete shall be Ready-Mixed and delivered in accordance with ASTM C-94.

# PART 3 – EXECUTION

# 3.1 EXAMINATION

- A. Section 01 30 00 Administrative Requirements: Verification of existing conditions before starting Work.
- B. Verify compacted subgrade is dry and ready to support paving and imposed loads.
- C. Verify gradients and elevations of base are correct.

# 3.2 PREPARATION

- A. Moisten substrate to minimize absorption of water from fresh concrete.
- B. Notify Architect/Engineer a minimum of 24 hours prior to commencement of concreting operations.

#### 3.3 FORMING

- A. Place and secure forms and screeds to correct location, dimension, profile, and gradient.
- B. Assemble formwork to permit easy stripping and dismantling without damaging concrete.

# 3.4 PLACING CONCRETE

- A. PCC Pavement: Concrete shall be placed in accordance with IDOT Standard Specification Section 420 and Highway Standard 420001. PCC Pavement – Wire Mesh per detail on plans.
- B. Ensure inserts, embedded parts and preformed expansion joints are not disturbed during concrete placement.
- C. Excessive "pushing" of concrete from one area to another is prohibited. Do not use the vibrator to transport concrete inside the forms. Concrete shall not be allowed to drop freely more than five (5) feet.
- D. Place concrete at such a rate that it is plastic, flows readily and mixes well with previous layers. Do not vibrate excessively in one spot. Place concrete continuously over the full width of the panel and between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.
- E. Do not add water to the mix in the field.

# 3.5 JOINTS

- A. Jointing Plan to submitted by the Contractor and approved by the Engineer prior to commencement of construction.
- B. Place joint filler between paving components and building or other appurtenances. Recess top of filler 1/4 inch for joint sealant installation.
- C. Saw cut contraction joints 3/16 inch wide at an optimum time after finishing. Cut 1/3 into depth of concrete pavement.

# 3.6 FINISHING

- A. Sidewalk Paving: Light broom, radius to 1/8 inch radius, with 4" troweled joint edges.
- B. Curbs: Light broom.
- C. Direction of Texturing: Transverse to paving direction.
- D. Inclined Vehicular Ramps: Broomed perpendicular to slope.
- E. Dusting to absorb surface water will not be permitted. Joints and edges shall be rounded with an approved tool.
- F. Place curing compound and/or sealer on exposed concrete surfaces immediately after finishing.

# 3.7 CURING AND PROTECTION

- A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

# 3.8 JOINT SEALING

- A. Separate pavement from vertical surfaces with <sup>1</sup>/<sub>2</sub> inch thick joint filler.
- B. Set joint filler top to required elevations. Secure to resist movement by wet concrete.

# 3.9 CLEANING AND REPAIRING CONCRETE

- A. Contractor is responsible for protecting all concrete until fully cured. Contractor is responsible for replacing damaged sections at his/her own expense if vandalism occurs during the curing process.
- B. Voids and gravel pockets shall be repaired as directed by the Architect/Engineer.

# 3.10 ERECTION TOLERANCES

- A. Section 01 40 00 Quality Requirements: Tolerances.
- B. Maximum Variation of Surface Flatness: 1/8 inch in 10 ft.
- C. Maximum Variation From True Position: 1/4 inch.

# 3.11 FIELD QUALITY CONTROL

- A. Section 01 40 00 Quality Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Perform field testing in accordance with ACI 301.
- C. Inspect reinforcing placement for size, spacing, location, support.
- D. The Architect/Engineer will take cylinders and perform slump and air entrainment tests in accordance with ACI 301.

# 3.12 PROTECTION

- A. Immediately after placement, protect paving from premature drying, excessive hot or cold temperatures, and mechanical injury.
- B. Do not permit pedestrian or vehicular traffic on pavement until 75 percent design strength of concrete has been achieved.

# SECTION 32 17 23

# **PAVEMENT MARKINGS**

# PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes painted markings applied to asphalt pavement.
- B. Related Sections:1. Section 32 12 16 Asphalt Paving.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include technical data and tested physical and performance properties.

#### B. Shop Drawings: For pavement markings.

- 1. Indicate pavement markings, colors, lane separations, defined parking spaces, and dimensions to adjacent work.
- 2. Indicate, with international symbol of accessibility, spaces allocated for people with disabilities.

# 1.4 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of IDOT's Standard Specifications for Road and Bridge Construction, for pavement-marking work.
  - 1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

#### 1.5 FIELD CONDITIONS

A. Environmental Limitations: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 degrees F for alkyd materials 55 degrees F for water-based materials, and not exceeding 95 degrees F.

# PART 2 - PRODUCTS

# 2.1 PAVEMENT-MARKING PAINT

- A. Pavement-Marking Paint: Alkyd-maleic type, lead and chromate free, ready mixed, complying with AASHTO M 249; colors complying with FS TT-P-1952.
  1. Color: White, Black, Yellow, or Blue as indicated on the Drawings.
- B. Glass Beads: AASHTO M 247, Type I.

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verify that pavement is dry and in suitable condition to begin pavement marking according to manufacturer's written instructions.
- B. Proceed with pavement marking only after unsatisfactory conditions have been corrected.

#### 3.2 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Engineer.
- B. Sweep and clean surface to eliminate loose material and dust.
- C. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 0.015 inch.
  - 1. Apply graphic symbols and lettering with paint-resistant, die-cut stencils, firmly secured to pavement. Mask an extended area beyond edges of each stencil to prevent paint application beyond stencil. Apply paint so that it cannot run beneath stencil.
  - 2. Broadcast glass beads uniformly into wet markings at a rate of a minimum application rate of 10 lbs. per 100 square feet.

# 3.3 PROTECTING AND CLEANING

- A. Protect pavement markings from damage and wear during remainder of construction period.
- B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

#### SECTION 32 92 19

# SEEDING

# PART 1 - GENERAL

# 1.1 SUMMARY

A. Section Includes:1. Seeding and mulching all disturbed areas within the construction limits.

## 1.2 REFERENCES

A. Illinois Department of Transportation (IDOT): Standard Specifications for Road and Bridge Construction, including all addenda.

# PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. All seeding materials shall be in accordance with Sections 250, 251 and 1081 of the IDOT Standard Specifications.
- B. The seed mixture shall be Class 1 Lawn Mixture in accordance with Article 250.07 IDOT Standard Specifications.

# PART 3 - EXECUTION

#### 3.1 SOIL PREPARATION

A. Areas to be seeded shall be prepared in accordance with Article 250.05 of the IDOT Standard Specifications.

#### 3.2 FERTILIZER

A. Fertilizer nutrient shall be a 10-10-10 proportion applied at the rate of 270 pounds per acre. This is the weight of the nutrient only and does not include the weight of the filler material. The fertilizer shall conform to Article 1081.08 of the IDOT Standard Specifications.

# 3.3 SEEDING

- A. The rate of application shall be 100 pounds/acre in accordance with Article 250.07 IDOT Standard Specifications. The area shall be continuously reseeded until a sound turf is established.
- B. Seeding equipment and construction operations shall be in accordance with Section 250.03 of the IDOT Standard Specifications.

# 3.4 MULCHING

A. All seeded areas shall be mulched. Mulching materials, equipment and construction operations shall be in accordance with Section 251 of the IDOT Standard Specifications. Mulch shall be applied uniformly to all seeded areas at the rate of two tons per acre by Method 1 as described in Article 251.03 of the IDOT Standard Specifications.

# State of Illinois Department of Transportation Bureau of Local Roads and Streets

# SPECIAL PROVISION for PULVERIZATION

# January 24, 2017

All references to Divisions, Sections or Articles in this Special Provision shall be construed to mean specific Divisions, Sections or Articles of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

<u>Description</u>. The pulverization process shall be limited to low volume streets and roadways with an average daily traffic less than or equal to 400. This work shall consist of pulverizing the bituminous layers and/or portions of the aggregate base material to a specified depth and maximum size. Additional aggregate or reclaimed asphalt pavement shall be blended in as required. The pulverized pavement will be graded and compacted and used as an Aggregate Base Course.

Materials. Materials shall be according to the following Articles of Division 1000 – Materials

Item	Article/Section
(a) Water	
(b) Coarse Aggregates	1004
(c) Reclaimed Asphalt Pavement (Note 1)	1031

Note 1. Reclaimed asphalt pavement (RAP) from Conglomerate "D" Quality or better RAP stockpiles as specified in Article 1031.02 or from milling of the existing roadway may be used as shown on the plans. The RAP material shall not exceed the maximum size requirement of the cold pulverized material.

Equipment. Equipment shall be according to the following Articles of Division 1100 – Equipment

Item	Article/Section
(a) Self-Propelled Pneumatic-Tired Rollers (Note 1)	1101.01(c)
(b) Vibratory Roller (Note 2)	1101.01(g)
(c) Motor Grader	1101.05
(d) Aggregate Spreaders	1102.04
(e) Self-Propelled Vibratory Padfoot Roller (Note 3)	

(f) Self-Propelled Reclaimer (Note 4)

Note 1. The self-propelled pneumatic-tired roller shall have a gross weight of not less than 25 tons (23 metric tons).

Note 2. The double drum vibratory steel roller shall have a gross weight of not less than 10 tons (9 metric tons).

Note 3. The self-propelled vibratory pad foot roller shall have 84 in. (2133 mm) wide drums and gross weight of not less than 10 tons (9 metric tons). A front mounted blade is recommended for back-dragging.

Note 4. The self-propelled reclaimer shall be capable of fully pulverizing the existing pavement to the depth required, incorporating water, and mixing the materials to produce a homogeneous material. The minimum power of the self-propelled reclaimer shall be 500 hp (373 kW). The self-propelled reclaimer shall be capable of reclaiming not less than 8 ft (2.4 m) wide and up to 12 in. (305 mm) deep in each pass. The self-propelled reclaimer shall have a system for adding water with a full-width spray bar consisting of a positive displacement pump interlocked to the self-propelled reclaimer's ground speed so the amount of water being added is automatically adjusted with changes to the self-propelled reclaimer's ground speed. Individual valves on the spray bar shall be capable of being turned off as necessary to minimize water overlap on subsequent passes.

# Pulverization, Shaping, and Compacting.

The existing bituminous layers and aggregate base material shall be pulverized, to the depth required, by the self-propelled reclaimer and shaped by the motor grader to the proposed crown according to the plans. If additional aggregate is required to meet the proposed grade line, this material shall be added prior to pulverization and thoroughly blended during the pulverization process. All of the pulverized material shall pass the 1-1/2 in. sieve. The pulverized and shaped material shall be compacted to the satisfaction of the Engineer. The moisture content shall be sufficient to prevent segregation of the pulverized materials. Water should be added as required by the Engineer to obtain compaction satisfactory to the Engineer.

# Quality Control / Quality Assurance (QC/QA).

 Quality Control by the Contractor. The Contractor shall perform or have performed the inspection and tests required to assure conformance of the contract requirements. Control includes the recognition of obvious defects and their immediate correction. This may require increased testing, communication of test results to the job site, modification of operations, suspension of the work, or other actions appropriate.

The Engineer shall be immediately notified of any failing tests and subsequent remedial action. Passing tests shall be reported to the Engineer no later than the start of the next work day.

2) Quality Assurance by the Engineer. The Engineer will conduct independent assurance tests on split samples taken by the Contractor for quality control testing. In addition, the Engineer will witness the sampling and splitting of these samples and will immediately retain witnessed split samples for quality assurance testing.

# 3) Test Methods

- a) Depth of Pulverization. The nominal depth measured at the centerline shall be required.
- b) Maximum Particle Size. Sampling shall be done at three randomly located test holes across the width of the pulverized material per test site. Sampling / testing should be done immediately behind the self-propelled reclaimer machine. Caution should be used to avoid obtaining subgrade material with the pulverized material from the test holes. All of the pulverized material shall pass through a 1-1/2 in. sieve.
- c) Compaction and Stability. A proof rolling test is to be conducted using a standard proof rolling vehicle to assess the quality of the road. The test vehicle for proof rolling shall consist of a tandem axle truck loaded to a minimum gross weight of 40,000 lb (18,100 kg). Proof rolling shall consist of 10 passes in each lane of the completed pulverized base course. Failure of the proof rolling test will be indicated by ruts in excess of one half inch (1/2 in). Any failures in the base that occur during the proof rolling shall be immediately repaired and shall be subjected to an additional five passes of the test vehicle after the initial 10 passes are completed. This process shall be repeated, if necessary, until all failed areas pass the proof rolling. A nuclear density test is permitted when the proof rolling test is not a viable option.
- d) Frequency. The following list provides the minimum frequency for tests; however, the Engineer may increase the testing frequency if the construction process is experiencing problems or unknown conditions are encountered.

Depth of Pulverization	- QC 1 per 500 ft (150 m)
	- QA 1 per 1000 ft (300 m)
Maximum Particle Size	- QC 1 per 0.5 day production
	- QA 1 per 1.0 day production
Compaction and Stability	- QC 1 per 0.25 mile (0.4 km)
	- QA 1 per 1.0 mile (1.6 km)

# Method of Measurement.

Pulverization will be measured in square yards (square meters) using the centerline length and width from outside to outside of completed pavement.

If additional Coarse Aggregate is required, it will be measured in tons (metric tons) according to the requirements of Article 311.08(b).

# Basis of Payment.

The pulverization will be paid for at the contract unit price per square yard (square meter) for PULVERIZATION, of the thickness specified.

The coarse aggregate or reclaimed asphalt pavement will be paid for at the contract unit price per ton (metric ton) for AGGREGATE BASE REPAIR.

ABV	ABOVE
A/C	ACCESS CONTROL
AC	ACRE
ADJ	ADJUST
AS	AERIAL SURVEYS
AGG	AGGREGATE
AH	AHEAD
APT	APARTMENT
ASPH	ASPHALT
AUX	AUXILIARY
AGS	AUXILIARY GAS VALVE (SERVICE)
AVE	AVENUE
AX	AXIS OF ROTATION
BK	BACK
B-B	BACK TO BACK
BKPL	BACKPLATE
В	BARN
BARR	BARRICADE
BL	BASELINE
BGN	BEGIN
	BINDER
	BITOMINOUS
BRK	BRICK
BBOX	
BLDG	BUILDING
CATV	CABLE
CIP	CAST IRON PIPE
CB	CATCH BASIN
C-C	CENTER TO CENTER
CL	CENTERLINE OR CLEARANCE
CL-E	CENTERLINE TO EDGE
CL-F	CENTERLINE TO FACE
CTS	CENTERS
CERT	CERTIFIED
CHSLD	CHISELED
CS	CITY STREET
СР	CLAY PIPE
CLSD	CLOSED
CLID	CLOSED LID
СТ	COAT OR COURT
сомв	COMBINATION
С	COMMERCIAL BUILDING
CE	COMMERCIAL ENTRANCE
CONC	CONCRETE
CONST	CONSTRUCT
CONTD	CONTINUED
CONT	CONTINUOUS
CORD	
CORK	
	COUNTY
СН	COUNTY HIGHWAY
CSE	COURSE
XSECT	CROSS SECTION
m <sup>3</sup>	CUBIC METER
mm <sup>3</sup>	CUBIC MILLIMETER

CU YD	CUBIC YARD
CULV	CULVERT
C&G	CURB & GUTTER
D	DEGREE OF CURVE
DC	DEPRESSED CURVE
DET	DETECTOR
	DIAMETER
DIST	DISTRICT
	DOMESTIC
DBL	DOUBLE
DSEL	DOWNSTREAM ELEVATION
DSFL	DOWNSTREAM FLOWLINE
DR	DRAINAGE OR DRIVE
DI	DRAINAGE INLET OR DROP INLET
DRV	DRIVEWAY
DCT	DUCT
EA	EACH
EB	EASTBOUND
EOP	EDGE OF PAVEMENT
E-CL	EDGE TO CENTERLINE
E-E	EDGE TO EDGE
ELEC	ELECRICAL
EL	ELEVATION
ENTR	ENTRANCE
EXC	EXCAVATION
EX	EXISTING
EXPWAY	EXPRESSWAY
F	EXTERNAL DISTANCE OF HORIZONTAL CURVE
F	OFFSET DISTANCE TO VERTICAL CUBVE
E-F	
Γ-1 ΕΛ	
EAT	FEDERAL AID INTERSTATE
FAD	
EAC	
EALIC	
	EENCE DOST
	FIDER OFFIC
FE	
FH	
FL	FLOW LINE
FB	FOUT BRIDGE
FDN	FOUNDATION
FR	FRAME
F&G	FRAME & GRATE
FRWAY	FREEWAY
GAL	GALLON
GALV	GALVANIZED
G	GARAGE
GM	GAS METER
GV	GAS VALVE
GIS	GEOGRAPHICAL INFORMATION SYSTEM
GRAN	GRANULAR
GR	GRATE
GRVL	GRAVEL
GND	GROUND
GUT	GUTTER
GP	GUY POLE
GW	GUY WIRE
НН	HANDHOLE

HATCH	HATCHING
HD	HEAD
HDW	HEADWALL
HDUTY	HEAVY DUTY
ha	HECTARE
НМА	HOT MIX ASPHALT
HWY	HIGHWAY
HORIZ	HORIZONTAL
HSE	HOUSE
TI TI	
INL	
INST	INSTALLATION
IDS	INTERSECTION DESIGN STUDY
INV	INVERT
IP	IRON PIPE
IR	IRON ROD
JT	JOINT
kg	KILOGRAM
km	KILOMETER
LS	LANDSCAPING
LN	LANE
LT	LEFT
LIDAR	LIGHT DETECTION AND BANGING
IP	
LGT	LIGHTING
LGI	LINEAL EEET OD LINEAD EEET
LING	LONGITUDINAL
LSUM	
MACH	MACHINE
MB	MAIL BOX
MH	MANHOLE
MATL	MATERIAL
MED	MEDIAN
m	METER
METH	METHOD
М	MID-ORDINATE
mm	MILLIMETER
mm DIA	MILLIMETER DIAMETER
MIX	MIXTURE
MBH	MOBILE HOME
MOD	MODIFIED
MET	MOTOR FUEL TAX
	NAIL & GOD
NQC	
N & VV	NAIL & WASHER
NC	NORMAL CROWN
NB	NORTHBOUND
NE	NORTHEAST
NW	NORTHWEST
O/S	OFFSET
0&C	OIL AND CHIP
OLID	OPEN LID
PAT	PATTERN
PVD	PAVED
PVMT	PAVEMENT

РМ	PAVEMENT MARKING	STD	STANDARD
PED	PEDESTAL	SBI	STATE BOND ISSUE
PNT	POINT	SB	STATE BOUTE
PC		STA	STATION
			STEEL DLATE DEAM CHADDAN
FI	POINT OF INTERSECTION OF HORIZONTAL	SFDGK	STEEL FLATE BEAM GUARDRAIL
	CURVE	55	STORM SEWER
PRC	POINT OF REVERSE CURVE	STY	STORY
PT	POINT OF TANGENCY	ST	STREET
РОТ	POINT ON TANGENT	STR	STRUCTURE
POLYETH	POLYETHYLENE	е	SUPERELEVATION RATE
PCC	PORTLAND CEMENT CONCRETE	S.E. RUN.	SUPERELEVATION RUNOFF LENGTH
РР	POWER POLE OR PRINCIPAL POINT	SURF	SURFACE
PRM	PRIME	SMK	SURVEY MARKER
PE	PRIVATE ENTRANCE	Т	TANGENT DISTANCE
		TR	TANGENT BUNOUT DISTANCE
		TEI	
		TD	
PRUJ	PROJECT		
P.C.	PROPERTY CORNER	TEMP	
PL	PROPERTY LINE	TEMP	TEMPORARY
PR	PROPOSED	твм	TEMPORARY BENCH MARK
R	RADIUS or RESIDENTUAL	TD	TILE DRAIN
RR	RAILROAD	TBE	TO BE EXTENDED
RRS	RAILROAD SPIKE	TBR	TO BE REMOVED
RPS	REFERENCE POINT STAKE	TBS	TO BE SAVED
REF	REFLECTIVE	TWP	TOWNSHIP
RCCP	REINFORCED CONCRETE CULVERT PIPE	TR	TOWNSHIP ROAD
REINE	REINFORCEMENT	TS	TRAFFIC SIGNAL
REM	BEMOVAL	TSCB	TRAFFIC SIGNAL CONTROL BOX
RC		TSC	TRAFFIC SYSTEMS CENTER
DED		TDVS	
RESURF	RESURFACING		
REI	RETAINING	Tr Tr	
KI	RIGHT	I-A	IYPE A
ROW	RIGHT-OF-WAY	ТҮР	TYPICAL
RD	ROAD	UNDGND	UNDERGROUND
RDWY	ROADWAY	USGS	U.S. GEOLOGICAL SURVEY
RTE	ROUTE	USEL	UPSTREAM ELEVATION
SAN	SANITARY	USFL	UPSTREAM FLOWLINE
SANS	SANITARY SEWER	UTIL	UTILITY
SEC	SECTION	VBOX	VALVE BOX
SEED	SEEDING	VV	VALVE VAULT
SHAP	SHAPING	VIT	VAULT
S	SHED	VEH	VEHICLE
сu			VENT DIDE
SHLU	STOULDER	VERI	VERTICAL
SW	SIDEWALK OR SOUTHWEST	VC	VERTICAL CURVE
SIG	SIGNAL	VPC	VERTICAL POINT OF CURVATURE
SOD	SODDING	VPI	VERTICAL POINT OF INTERSECTION
SM	SOLID MEDIAN	VPT	VERTICAL POINT OF TANGENCY
SB	SOUTHBOUND	WM	WATER METER
SE	SOUTHEAST	WV	WATER VALVE
SPL	SPECIAL	WMAIN	WATER MAIN
SD	SPECIAL DITCH	WB	WESTBOUND
SO FT	SOUARE FEET	WILDFL	WILDFLOWERS
m <sup>2</sup>	SOUARE METER	W	WITH
mm <sup>2</sup>	SOUARE MILLIMETER	WO	WITHOUT
	SOUARE YARD		
STR	STABILIZED		
	STRUCTED		

	DATE	REVISI
(R) Illinois Department of Transportation	1-1-21	Updated fonts, abb
		and symbols.
Mul Bad		
ENGINEER OF POLICY AND PROCEDURES	1-1-19	Added new symbo
APPROVED January 1, 2021		
ENGINEER OF DESIGN AND ENVIRONMENT		

DIONS



# STANDARD 000001-08

ADJUSTMENT ITEMS EX	PR	ALIGNMENT ITEMS	EX	PR	DRAINAG
Structure To Be Adjusted	ADJ	Baseline -			Channel or Stream
		Centerline -			Culvert Line
Structure To Be Cleaned	С	Centerline Break Circle	0	$\odot$	Grading & Shaping
Main Structure To Be Filled	FM	Baseline Symbol	Æ	Æ	Drainage Boundary
		Centerline Symbol		Ę	Paved Ditch
Structure To Be Filled	F	PI Indicator	Δ	Δ	Aggregate Ditch
Structure To Be Filled Special	FSP	Point Indicator	0	0	Pipe Underdrain
Structure To Be Removed	R	Horizontal Curve Data	EX. CURVE P.I. STA=	CURVE P.I. STA=	Storm Sewer
			D= R= T=	D= R= T=	Flowline
Structure To Be Reconstructed	REC		L= E= e= T R =	L= E= e= T R =	Ditch Check
Structure To Be Reconstructed Special	RSP		S.E. RUN= P.C. STA= P.T. STA=	S.E. RUN= P.C. STA= P.T. STA=	Headwall
		BOUNDARIES ITEMS	EX	PR	Inlet
Frame and Grate To Be Adjusted	A	Dashed Property Line –			Manhole
Frame and Lid To Be Adjusted	A	Solid Property/Lot Line –			Summit
		Section/Grant Line -			Roadway Ditch Flow
Domestic Service Box To Be Adjusted	A	Quarter Section Line -			Swale
Valve Vault To Be Adjusted	A	Quarter/Quarter Section Line –			Catch Basin
Special Adjustment	SP	County/Township Line -			Culvert End Section
		State Line -			Water Surface Indic
Item To Be Abandoned	AB	Chiseled Square Found			Riprap
Item To Be Moved	M	Iron Pipe Found	0		HYDRAUL
		Iron Pipe Set	•		Overflow
Item To Be Relocated	REL	Survey Marker	Ð		Shoot Flow
Pavement Removal and Replacement		Property Line Symbol	۳. ۲		Sheet How
		Same Ownership Symbol (Half Size)			Hydrant Outlet
		Northwest Quarter Corner (Half Size)	RA		
Illinois Department of Transportation			(STR)		
PASSED January 1, 2021		Section Corner (Half Size)	The second secon		
APPROVED January 1, 2021		Southeast Quarter Corner (Half Size)			



EROSION & SEDIMENT CONTROL ITEMS	<u>EX</u>	<u>PR</u>	<u>NON-HIGHWAY</u> IMPROVEMENT ITEMS	EX	PR	EX LANDSCA
Cleaning & Grading Limits Dike			Noise Attn./Levee			
Erosion Control Fence		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	Field Line	F		Seeding Class 5
Perimeter Erosion Barrier				` <b></b>		Seeding Class 7
remporary rence		- xxx - xxx - xxx - xxx - xxx -	Fence	— x — x — x — x — x —		
Ditch Check Temporary		{T}	Base of Levee			Seedlings Type 1
Ditch Check Permanent			Mailbox	$\triangleright$		Seedlings Type 2
Inlet & Pipe Protection		$\Leftrightarrow$	Multiple Mailboxes	${}^{\triangleright}{}^{\triangleright}$		Sodding
Sediment Basin		$\bigcirc$	Pay Telephone			Mowstake w/Sign
Erosion Control Blanket			Advertising Sign	þ		Tree Trunk Protec
Fabric Formed Concrete Revetment Mat			ITS <sup>*</sup> Camera	Ó		Evergreen Tree
Turf Reinforcement Mat			Wind Turbine	\$		
Mulch Temporary			Cellular Tower	(0) A		Shade Tree
Mulch Method 1		+ × + × +	LANDSCAPING ITEMS	<u>EX</u>	<u>PR</u>	
Mulch Method 2 Stabilized		4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	Fence		- x x x x	Duct
Mulch Method 3 Hydraulic			Shrubs			Conduit
	EV		Mowline		OO	Electrical Aerial Ca
Approx. Index Line -	<u>EX</u> 	<u> </u>	Perennial Plants			Electrical Buried C
Approx. Intermediate Line -			Seeding Class 2			Controller
Index Contour -					• • • • • •	
Intermediate Contour –			Seeding Class 2A			Power Pole
PASSED 4 January 1. 2021			Seeding Class 4			
APPROVED January 1, 2021			Seeding Class 4 & 5 Combined			

# <u>(ISTING</u> APING ITEMS <u>EX</u> <u>PR</u> contd.) ction - E ß E) +**IGHTING** <u>EX</u> <u>PR</u> able Cable $\bowtie$ 2727 aire -D---STANDARD SYMBOLS, **ABBREVIATIONS** AND PATTERNS (Sheet 3 of 9) STANDARD 000001-08

LIGHTING (contd.)	<u>EX</u>	PR	PAVEMENT MARKINGS	EX
Pull Point	®	®	Handicap Symbol	
Handhole			RR Crossing	
Heavy Duty Handhole	Ħ	Η		
Junction Box	Ø	Ø	Raised Marker Amber 1 Way	
Light Unit Comb.	0		Raised Marker Amber 2 Way	
Electrical Ground	<u> </u>	Ļ	Raised Marker Crystal 1 Way	$\triangleleft$
Traffic Flow Arrow			Two Way Turn Left	
(Half Size) Light Unit-1	~~~~		Shoulder Diag. Pattern	
PAVEMENT (MISC.)	<u>EX</u>	PR	Skip-Dash White	
Keyed Long. Joint			Skip-Dash Yellow	
Keyed Long. Joint w/Tie Bars Sawed Long. Joint w/Tie Bars			Stop Line	
Bituminous Shoulder			Solid Line	
Bituminous Taper			Double Centerline	
Stabilized Driveway			Dotted Lines	
Widening				
Illinois Department of Transportation PASSED January 1, 2021 ENGINEER OF POLICY AND PROCEDURES APPROVED January 1, 2021 ENGINEER OF/DESIGN AND ENVIRONMENT				



PAVEMENT MARKINGS		<u>EX</u>		P	R	RAILROAD ITEMS	<u>EX</u>	PR
<u>(</u> )						Abandoned Railroad	===	
CL 2Ln 2Way RRPM 12.2 m (40') o.c.			-	• <del>-</del>	- •	Railroad		
CL 2Ln 2Way RRPM 80' (24.4 m) o.c.			•		<b>—</b> •	Railroad Point	0	
CL Multilane Div						Control Box	$\boxtimes$	×
RRPM 40' (12.2 m) o.c.			4			Crossing Gate	<u>ו×</u> >	X <del>o</del> X—
CL Multilane Div.			٩			Flashing Signal	XoX	XoX
NNFM 80 (24.4 III) 0.C.						Railroad Cant. Mast Arm	X <del>CZ X</del> X	Xez X
CL Multilane Div. Dbl. RRPM 80' (24.4 m) o.c.			4			Crossbuck	æ	æ
						REMOVAL ITEMS	EX	PR
CL Multilane Undiv.			<u>*</u>		<u> </u>	Removal Tic		<u> </u>
Two Way Turn Left Line			*		* *	Bituminous Removal		
Urban Combination Left		alog gin. ministratij jeza		1		Hatch Pattern		
Urban Combination Right				Ţ	>	Tree Removal Single		∞
Urban Left Turn Arrow		alaya www.		٦		RIGHT OF WAY ITEMS	EX	PR
Urban Right Turn Arrow						Future ROW Corner Monument		
				V		ROW Marker	$\boxtimes$	•
Urban Left Turn Only					<b>1</b>	ROW Line		
Urban Right Turn Only					J	Easement	777777777777777	<del>\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</del>
Urban Thru Only		······;			$\rightarrow$	Temporary Easement		- 77 77 77 77
PASSED January 1. 2021 PASSED January 1. 2021 See Sec Sec Sec Sec Sec Sec Sec Sec Sec	Urban LT & RT Turn Arrow			₹			STANDARI ABBRE AND PA	) SYMBOLS, VIATIONS ATTERNS
APPROVED January 1, 2021	urban Thru Arrow	an a		$\rightarrow$			STANDA	RD 000001-08



# STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS (Sheet 6 of 9)

STANDARD 000001-08

RIGHT OF WAY ITEMS (contd.)	EX	PR	ROADWAY PROFILES	EX	PR	<u>SIGNI</u> (c
Access Control Line	·	— AC —	P.I. Indicator	۵	<u>م</u>	Reverse Left W (Half Size)
Access Control Line & ROW — –	——————————————————————————————————————	— — — — — — — — — — — — — — — — — — —		Ĵ		
ROW with Fence	——————————————————————————————————————	x-AC-x	Earthworks Balance Point			Reverse Right V (Half Size)
	-	— XS — — —	Begin Point		$\Box$	
ITEMS	<u>EX</u>	<u>PR</u>	Vert. Curve Data	VPI =	VPI =	Two Way Traffic (Half Size)
Cable Barrier	<u> </u>				L = E =	
Concrete Barrier			Ditch Profile Left Side -			Detour Ahead W (Half Size)
Bit Shoulders, Medians and C&G Line			Roadway Profile Line –			Left Lane Closed
Aggregate Shoulder			Storm Sewer Profile Right Side –			(Half Size)
Sidewalks, Driveways			SIGNING ITEMS	EX	PR	Right Lane Close
Guardrail		· · · · ·				(Half Size)
Guardrail Post			Cone, Drum or Barricade		0	Dood Classed Abs
Traffic Sign	þ	ŀ	Barricade Type II			(Half Size)
Corrugated Median					1 1	Road Constructio
Impact Attenuator		388800	Barricade Type III		TT	(Hall Size)
North Arrow with District Office (Half Size)	N €		Barricade With Edge Line		0 0 0	Single Lane Ahe (Half Size)
			Flashing Light Sign		0	
Match Line			Panels I			Transition Left W (Half Size)
Slope Limit Line					Т	
Typical Cross-Section Line			Panels II			Transition Right (Half Size)
(W) Illinois Department of Transportation	n		Direction of Traffic			
PASSED January 1, 2021 PASSED January 1, 2021 ENGINEER OF POLICY AND PROCEDURES APPROVED January 1, 2021	ISSUED 1-1-97		Sign Flag (Half Size)		$\Diamond$	

# IING ITEMS contd.)

<u>EX</u>

W1-4L

W1-4R

fic Sign W6-3

W20-2(O)

ed Ahead W20-5L(O)

osed Ahead W20-5R(O)

head W20-3(O)

tion Ahead W20-1-(O)

nead

W4-2L

nt W4**-**2R



# STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS (Sheet 7 of 9)

# STANDARD 000001-08

<u>SIGNING ITEMS</u> (contd.)	<u>EX</u>	PR	STRUCTURES ITEMS	<u>EX</u>	<u>PR</u>	TRAFFIC SHEET	<u>EX</u>	<u>PR</u>
One Way Arrow Lrg. W1-6-(O) (Half Size)			Box Culvert Barrel			Cable Number		Ø
Two Way Arrow Large W1-7-(O) (Half Size)			Box Culvert Headwall Bridge Pier			Left Turn Green	<u>-</u> G	<b>←</b> G
Detour M4-10L-(O) (Half Size)		DETOUR	Bridge			Left Turn Yellow		<b>←</b> Y
Detour M4-10R-(O) (Half Size)		DETOUR	Retaining Wall			Signal Backplate		
One Way Left R6-1L (Half Size)		ONE WAY	Temporary Sheet Piling		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		الہ بار ار ار اجے جے	
One Way Right R6-1R (Half Size)		ONE WAY				Signal Section 8" (200 mm)		
Left Turn Lane R3-I100L (Half Size)		LEFT TURN LANE				Signal Section 12" (300 mm)		
Keep Left R4-7AL (Half Size)		KEEP				Walk/Don't Walk Letters		DW W
Keep Left R4-7BL (Half Size)		KEEP LEFT				Walk/Don't Walk Symbols		₩ <b>X</b>
Keep Right R4-7AR (Half Size)		KEEP RIGHT				TRAFFIC SIGNAL ITEMS	<u>EX</u>	<u>PR</u>
Keep Right R4-7BR (Half Size)		KEEP RIGHT				Galv. Steel Conduit		<u></u>
Stop Here On Red R10-6-AL (Half Size)		STOP HERE				Underground Cable		
Stop Here On Red R10-6-AR		STOP HERE				Detector Loop Line		
(Half Size)		ON RED				Detector Loop Large	· · · · · · · · · · · · · · · · · · ·	
No Left Turn R3-2 (Half Size)		$\bigcirc$				Detector Loop Small		
No Right Turn R3-1 (Half Size)						Detector Loop Quadrapole	:	
Road Closed R11-2 (Half Size)		ROAD CLOSED						
Road Closed Thru Traffic R11-2 (Half Size)		ROAD CLOSED TO THRU TRAFFIC						
PASSED , January 1 2021 07							ABBREVI	ATIONS
Multiple     Set     Set       ENGINEER OF POLICY AND PROCEDURES     APPROVED     January 1, 2021							AND PAT	IERNS (Sheet 8 of 9)
ENGINEER OF DESIGN AND ENVIRONMENT							STANDARI	000001-08

TRAFFIC SIGNAL ITEMS (contd.)	<u>EX</u>	PR	UNDERGROUND UTILITY ITEMS	PR	ABANDONED	UTILITY ITEMS (contd.)
Detector Raceway	"E" [		Cable TV CTV	CTV	<u> </u>	Traffic Signal
			Electric Cable — E — E — E	— — E — —	— — — E — — / —	Traffic Signal Control Box
Aluminum Mast Arm	0		Fiber Optic — FO — FO —	F0	— — FO — / —	Water Meter
Steel Mast Arm	0	•	Gas Pipe ────────────────────────────────────	— — G — — — — — — — — — — — — — — — — —	— —/ — I G I — / —	Water Meter Valve Box
			Oil Pipe Oil	0	<b>-</b> -/+0  /	Profile Line —
Veh. Detector Magnetic			Sanitary Sewer — ) )	-) <b>-))</b>	<u> </u>	Aerial Power Line —
Conduit Splice	•	•	Telephone Cable	T	— — T — — —	
Controller	$\bowtie$	×	Water Pipe → W →	W	— — / W I — / —	VEGETATION TIEMS
Gulfbox Junction	0	0				Deciduous Tree
Wood Pole	$\otimes$	٢	UTILITIES ITEMS	EX	<u>PR</u>	Bush or Shrub
Temp Signal Head		->	Controller	$\boxtimes$		Evergreen Tree
Handhole			Double Handhole			Stump
Double Handhole			Fire Hydrant	V	¥	Orchard/Nursery Line — -
Heavy Duty Handhole	Ħ		GuyWire or Deadman Anchor	$\rightarrow$		Vegetation Line
Junction Box	$\bigcirc$	O	Handhole			Woods & Bush Line
Ped. Pushbutton Detector	۲	۲	Heavy Duty Handhole	Ħ	Η	<u>WATER FEATURE</u> ITEMS
Ped. Signal Head	-0	4	Junction Box	Ø	٥	Stream or Drainage Ditch
Power Pole Service	-D-	•	Light Pole	¤	×	Waters Edge
Priority Veh. Detector	$\sim$	•◄	Manhole	Ø	$\odot$	Water Surface Indicator
Signal Head	->	+	Monitoring Well (Gasoline)			Water Point
Signal Head w/Backplate	+1>	+►-	Pipeline Warning Sign	þ		Disappearing Ditch
Signal Post	0	•	Power Pole	-D-	-	Marsh
Closed Circuit TV	[C]	C.	Power Pole with Light	<b>\$</b>		March/Swamp Boundary
Video Detector System			Sanitary Sewer Cleanout	٥		Barsh, Swamp Boandary
	_		Splice Box Above Ground		-	ST
Illinois Department of Transportation			   Telephone Splice Box   Above Ground	$\blacksquare$		
PASSED January I, 2021 M.J. J. J. 2021 ENGINEER OF POLICY AND PROCEDURES APPROVED January 1, 2021			Telephone Pole	-0-	-•-	

ED	<u>UTILITY ITEMS</u> (contd.)	<u>EX</u>	PR		
_/	Traffic Signal	¢	•		
_/	Traffic Signal Control Box	×			
_/	Water Meter	Ч			
_/	Water Meter Valve Box	0	•		
/	Profile Line				
	Aerial Power Line	ΔΑ	—— A ——— A		
	VEGETATION ITEMS	EX	<u>PR</u>		
	Deciduous Tree	$\odot$			
	Bush or Shrub	Q			
	Evergreen Tree	Ŷ			
	Stump	<u>م</u>			
	Orchard/Nursery Line -				
	Vegetation Line				
	Woods & Bush Line				
	WATER FEATURE ITEMS	<u>EX</u>	<u>PR</u>		
	Stream or Drainage Ditch -				
	Waters Edge -				
	Water Surface Indicator				
	Water Point	0			
	Disappearing Ditch	<			
	Marsh	يتللس			
	Marsh/Swamp Boundary -				
	S	STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS (Sheet 9 of 9)			
		STANDARD	000001-08		





# **GENERAL NOTES**

The installation details and dimensions shown for perimeter erosion barriers shall also apply for inlet and pipe protection.

All dimensions are in inches (millimeters) unless otherwise shown

# **TEMPORARY EROSION CONTROL SYSTEMS** (Sheet 1 of 2)

STANDARD 280001-07




					Flow	Conc.
	TYPE	D	$\bigotimes$	$\otimes$	Area	Area
					sq. ft.	sq. yd.
					(m²)	(m <sup>2</sup> )
	B-15	6	6'-0"	24	2.00	0.333
		(150)	(1.8 m)	(600)	(0.180)	(0.270)
	B-22	9	8'-0"	36	3.75	0.444
		(225)	(2.4 m)	(900)	(0.337)	(0.360)
	B-30	12	10'-0"	4'-0"	6.00	0.555
		(300)	(3.0 m)	(1.2 m)	(0.540)	(0.450)
	B-37	15	12'-0"	5'-0"	8.75	0.667
		(375)	(3.6 m)	(1.5 m)	(0.787)	(0.540)
	B-45	18	14'-0"	6'-0"	12.00	0.778
		(450)	(4.2 m)	(1.8 m)	(1.080)	(0.630)
	B-52	21	16'-0"	7'-0"	15.75	0.889
		(525)	(4.8 m)	(2.1 m)	(1.417)	(0.720)
	B-60	24	18'-0"	8'-0"	20.00	1.000
		(600)	(5.4 m)	(2.4 m)	(1.800)	(0.810)

SIONS			
ology to			
nforcement			
0			
	STANDARD 606401-02		



IONS						
Revised						
sed note						
crossing						
I. Renamed						
W' detail to						
ARROW'.						







The space between adjacent letters or numerals should be approximately 3 (75) for 6' (1.8 m) legend and 4 (100) for 8' (2.4 m) legend.

### STANDARD 780001-05

(Sheet 2 of 3)

## **TYPICAL PAVEMENT** MARKINGS

## LETTER AND ARROW GRID SCALE

Legend Height	Arrow Size	a
6'(1.8 m)	Small	2.9 (74)
8' (2.4 m)	Large	3.8 (96)







# TYPICAL PAVEMENT MARKINGS

(Sheet 3 of 3)

### STANDARD 780001-05