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# CITY OF TROY, IL REQUEST FOR PROPOSAL



**Request for Proposal  
Zenk Rd Reconstruction Phase 2  
(UEI Number: JMJCVELFL3B3)  
City of Troy, IL**

**BID RESPONSES MUST BE RECEIVED BY: 11:00 am local time on Thursday March 5<sup>th</sup>, 2026.**

The City of Troy seeks a qualified contractor for road reconstruction. The Bid Packet may be obtained from our website at [www.troyil.us](http://www.troyil.us) (home page), or picked up at the Troy Municipal Building, 116 E. Market St, (Administration Office), Troy, IL. To bid the project, you must register as a plan-holder with the Assistant to the City Administrator Michele Colligan. Please contact Michele at 618-667-9924 ext.1 to register and/or for assistance in viewing, downloading, and working with this digital project information. All addenda will be posted on: [www.troyil.us](http://www.troyil.us)

Please submit any questions regarding this bid in writing to the City Engineer, Tom Cissell via email to: [tom.cissell@oatesassociates.com](mailto:tom.cissell@oatesassociates.com).

**MAILING INSTRUCTION:** Print or type Bid Title and Due Date on the lower left hand corner of the envelope or package. Delivered **SEALED BIDS** must be received in the Administration Office prior to **11:00am on March 5<sup>th</sup>, 2026**. Bids will be opened by the Purchasing Manager at the location listed below.

**RETURN BID TO:** City of Troy Public Works  
Attn: Tom Cissell  
116 E. Market St.  
Troy, IL 62294

By signing this cover page, the bidder shall hereby declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions. In addition, the bidder shall further agree that upon receipt of an authorized purchase order from the City of Troy or when a Contract Resolution is signed and issued by an authorized official of the City of Troy, a binding contract shall exist between the bidder and the City of Troy.

**SIGNATURE REQUIRED / RETURN WITH BID**

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	DOING BUSINESS AS (DBA) NAME
UEI NUMBER	
MAILING ADDRESS	
CITY, STATE, ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) _____ FEIN      _____ SSN
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ____ Individual/Sole Proprietor    ____ C Corporation    ____ S Corporation    ____ Partnership    ____ LLC, Class _____ Other _____	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

The City of Troy reserves the right to accept or refuse any or all bids.

**CITY OF TROY, ILLINOIS**  
**GENERAL TERMS AND CONDITIONS OF BIDDING**

1. **Opening Location:** *Sealed proposals will be received at City of Troy Municipal Building, 116 E. Market. St., Troy, IL 62294, until the proposal closing date and time indicated above.*
2. **Opening of advertised proposals:** *The vendor and public are invited, but not required, to attend the opening of proposals. No decision related to an award of a contract or purchase order will be made at the opening.*
3. **Submittal of Proposals:** *Proposals must be submitted in a sealed envelope identified with the bid title and date of closing on the outside. Facsimile, telephone and email proposals will NOT be considered. Proposals will not be accepted after the due date and time.*
4. *All proposals shall be submitted FOB Destination Troy, Illinois 62294, freight prepaid (unless otherwise stated).*
5. **Prices Bid:** *Give unit price, extended total or both if applicable. Price must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items.*
6. **Taxes:** *Do NOT include Federal Excise Tax or Sales and Use Tax in the bid prices, as the City is exempt from them by law. Tax Exemption Certificate will be furnished if required.*
7. **Estimated Quantities:** *The estimated quantities indicated in this Request for Proposal represent anticipated requirements only. The right is reserved to exceed or diminish these estimates.*
8. **Bid Forms, Variances, and Alternates:** *Bids must be submitted on attached City bid forms, although additional information may be attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the Affidavit of Compliance. Otherwise, bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City of Troy.*
9. **“Or Equal” Interpretation:** *When a particular manufacturer’s name or brand is specified along with the words “or equal”, Quotations will be considered on other brands or the product of other manufacturers. On all such Quotations the bidder shall indicate clearly the product (brand and model number) on which he is bidding, and shall supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacturer specified. Catalog cuts and technical descriptive data shall be attached to the original copy of the quote where applicable. Failure to submit the above information may be sufficient grounds for the rejection of quote.*
10. **Withdrawal of Bids:** *Bids or proposals may be revised, modified, or withdrawn by the bidder at any time prior to opening. Any such revision, modification, or withdrawal shall be in writing. After the bids are opened, they shall be irrevocable for the period sixty (60) days. Bids or proposals may not be withdrawn or revised after opening unless specified in the RFP.*
11. **Clarification and Addenda:** *Each bidder shall examine all Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Request for Proposal shall be made through the Administration Office in writing or through email. The Administration Office shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given. It shall be the responsibility of each bidder, prior to submitting their Bid, to contact the Administration Office at phone number 618-667-9924 or [jkeeven@troyil.us](mailto:jkeeven@troyil.us), to determine if addenda were issued and to make such addenda a part of their Bid. Any and all addendums will be posted on the City’s web site ([www.troyil.us](http://www.troyil.us)) under Current Bid Opportunities.*
12. **Contract Forms:** *Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.*

13. **Reserved Rights:** *The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.*
14. **The Right to Audit:** *The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found.*
15. **Applicable Law:** *All applicable laws and regulations of the Federal Government, State of Illinois and the local government will apply to any resulting agreement, contract, or purchase order. Further, any and all disputes arising out of and/or related in any way to this RFB process or any contract executed after bid acceptance. and/or the work at issue which is the subject of this RPB, shall be filed exclusively in the Circuit Court for the Third Judicial Circuit, Madison County, Illinois.*
16. **Right to Protest:** *Protestors shall seek resolution of their complaints initially with the City Administration Office. Any protest must state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.*
17. **Quality Guaranty:** *If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the Bidder shall refund to the City any money which has been paid for same. The bidder will be responsible for any and all costs and attorney fees in the event the bidder defaults and court action is required.*
18. **Quality Terms:** *The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.*
19. **No-Bid:** *In the event you are unable to quote on this requirement, please return the "No-bid Response Form", on or before the bid closing date. Please indicate the reason(s) you are unable to participate in this solicitation.*
20. **Bid Tabulation:** *Bidders may request a copy of the bid tabulation of the Request for Bid through the City's Administration Office.*
21. **Expenses:** *All expenses for making Proposals to the City of Troy are to be borne by the bidder.*
22. **Collusion:** *By offering a submission to this Request for Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties to this RFB whatsoever. Also, the bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this RFB:*
  - a. *Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.*
  - b. *Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.*
  - c. *No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.*

- d. *The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.*
- e. *No person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.*

**23. Liability and Indemnity:**

- a. *In no event shall the City or County be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's or County's gross negligence or willful or wanton misconduct arising out of or in any way connected with The RFB process or any contract executed after bid acceptance. The maximum liability of the City and County shall be limited to the amount of money to be paid or received by the City or County under any contract executed after bid acceptance.*
- b. *The Contractor shall defend, indemnify and save harmless the City and County, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with the RFP process or any contract executed after bid acceptance, including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.*
- c. *The Contractor shall indemnify and hold the City and County harmless from all wages or overtime compensation due any employees in rendering services pursuant to any contract executed after bid acceptance, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Illinois Prevailing Wage Law or any other federal or state law.*

24. **Bid Information is Public:** *All documents submitted with any bid or proposal shall become public documents and subject to Illinois State Statute 5 ILCS140/, which is otherwise known as the "Illinois Sunshine Law". By submitting any document to the City of Troy in connection with a bid or proposal, the submitting party recognizes this and waives any claim against the City of Troy and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Troy and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Troy arising from any bid opportunity.*

25. **Authorized Product Representation:** *The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.*

26. **Regulations:** *It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Federal, State of Illinois, and City rules, regulations, or other requirements, as each may apply.*

**27. Awards:**

- a. *Unless otherwise stated in the Request for Proposal, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.*
- b. *As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none, or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.*
- c. *Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Request for Proposal and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other*

relevant factors.

28. **Termination of Award:** Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for good cause when in the best interest of the City.
29. **Budgetary Constraints:** The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.
30. **Insurance:** The city shall require all contractors performing public works projects or performing work on city property in connection with a contract or purchase order, to maintain insurance of the types and with limits of liability not less than those set out below at the contractor's expense during the term (including the warranty period) of the purchase order from insurers reasonably acceptable to the city covering items, risks and operations required to fulfill the contract or purchase order.
- a. Such policies shall name the City of Troy and Madison County as additional named insured with limits of liability.
    - i. **Workers' compensation:** Insurance that the contractor is obliged by law to carry that covers all of contractor's employees performing work under this purchase order ("worker compensation")
    - ii. **Employer's liability insurance:** Employer's liability insurance with a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate. Such insurance shall protect the city as an alternate employer against claims asserted against the contractor by the contractor's workers as "borrowed servants," statutory employees or maritime employees ("employer' liability")
    - iii. **Commercial or comprehensive general liability insurance:** Commercial or comprehensive general liability insurance, including contractual liability coverage, with a minimum limit of \$2,000,000 per occurrence/\$5,000,000 aggregate. .
    - iv. **Automobile liability insurance:** Automobile liability insurance with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate, for all owned and leased vehicles.
  - b. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price. The policy shall name as insured the Contractor and the City of Troy.
  - c. Subcontracts: in case any or all of this work is sublet, the contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a) and (b) hereof and in like amounts. The contractor shall require any and all subcontractors with whom it enters a contract to perform work on this project to protect the City of Troy through insurance against applicable hazards or risks and shall, upon request from the City, provide evidence of such insurance.
31. **Requirement for Bid Security:** Bid Security shall be required for all formal Bids, requiring City Council approval, as set forth in the City of Troy's Purchasing Policy, for the purchase of Capital Improvement items, and City projects entailing engineering or construction. Bid security shall be a bond provided by a surety company authorized to do business in the State of Illinois, or the equivalent in cash, cashier's check or otherwise supplied in a form satisfactory to the City of Troy in an amount equal to 10% of the total amount of the bid. Failure to provide security, as set forth shall result in the City's rejection of bid.
32. **Withdrawal of Bids:** After the bids are opened, they shall be irrevocable for the period of up to sixty (60) days from bid opening date. If a bidder is permitted to withdraw its bid before the opening of bids, no action shall be taken against the bidder or the bid security.
33. **Correction or Withdrawal of Bids:** Correction or withdrawal of inadvertently erroneous bids after bid opening, or cancellations of awards or contracts based on such bid mistakes shall not be permitted and shall mandate forfeiture of Bid Performance Security to the City of Troy.
34. **Return of Bid Security:** The City shall return the security bond to bidders who do not receive the bid. The City shall hold the security bid bond of the awarded bidder until Capital Improvement Project is delivered to the City of Troy or a 100% percent performance bond is issued to the City for awarded contractual services or project construction.

35. **CONTRACT PERFORMANCE AND BOND PAYMENT:** *When a bid is awarded for contractual services or construction, a bond shall be delivered to the City of Troy and shall become binding on the parties upon the execution of the contract; such bond shall be a performance labor and materials bond satisfactory to the City of Troy, executed by a surety company authorized to do business in the State of Illinois or otherwise secured in a manner satisfactory to the City of Troy, in the amount equal to one hundred percent (100%) of the price specified in the contract. The requirement may be modified upon recommendation of the City Administration, City Council and approved by the City Attorney.*
36. **CONTRACT TERM:** *The term of this contract shall be for the duration and completion of this project.*
37. **COMPLETION TIME:** *The Contractor will be required to commence work under this contract within **Ten (10)** calendar days after the date of receipt by him of the Notice to proceed, to prosecute said work diligently and to complete the work **and be fully paid out** by **June 30, 2026**. The Contractor is required to provide a sufficient work force and construction management so that no time extension will be granted for delay of contract award, weather conditions, utility conflicts, excavation encountering rock, changing excavation quantities, or Contractor scheduling of equipment or construction progress. The Contractor shall have a superintendent or a responsible foreman on the project at all times when construction is in progress. Any claim for extension of time shall be made in accordance with the City of Troy General Conditions and Technical Specifications.*
38. *The project is not considered completed until final acceptance by the City of Troy.*

## City of Troy, IL

### Bid Form

SUBMITTED BY: \_\_\_\_\_

(Company Name)

The pricing information is hereby provided in accordance with the Terms and Conditions of this ***Request for Bid***.

Bid item	Description	Estimated Quantity	Lump Sum Cost
G1	EARTH EXCAVATION	405 CU YD	
G2	SEEDING, CLASS 1A	7507 SQ FT	
G3	PERIMETER EROSION BARRIER	110 FOOT	
G4	INLET AND PIPE PROTECTION	7 EACH	
G5	SUBBASE GRANULAR MATERIAL, TYPE B 4"	762 SQ YD	
G6	SUBBASE GRANULAR MATERIAL, TYPE B 8"	519 SQ YD	
G7	BITUMINOUS MATERIALS (PRIME COAT)	1,167 POUND	
G8	BITUMINOUS MATERIALS (TACK COAT)	703 POUND	
G9	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	116 TON	
G10	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "C", N70	198 TON	
G11	INCIDENTAL HOT-MIX ASPHALT SURFACING	6 TON	
G12	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	426 SQ YD	
G13	DRIVEWAY PAVEMENT REMOVAL	26 SQ YD	
G14	CURB REMOVAL	51 FOOT	
G15	PAVEMENT PATCHING, TYPE 1, 6 INCH	4 SQ YD	
G16	CONCRETE COLLAR	0.4 CU YD	
G17	MOBILIZATION	1 L SUM	
G18	REMOVE SIGN PANEL ASSEMBLY – TYPE A	1 EACH	
G19	RELOCATE SIGN PANEL ASSEMBLY – TYPE A	1 EACH	
G20	RELOCATE EXISTING MAILBOX	8 EACH	
G21	LANDSCAPING (SPECIAL)	1 L SUM	
G22	CURB AND GUTTER (SPECIAL)	1,205 FOOT	
G23	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	1,301 SQ YD	
G24	INLETS, SPECIAL, NO. 1	1 EACH	
G25	INLETS, SPECIAL, NO. 2	1 EACH	
G26	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1 L SUM	
G27	INLET ADJUST	1 EACH	
G28	FRAME AND GRATE ADJUST T10	1 EACH	
G29	CONSTRUCTION LAYOUT	1 L SUM	
G30	STORM SEWER (WATER MAIN REQUIREMENTS) 8 INCH	30 FOOT	
G31	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	103 FOOT	
		<b>Base Bid (LS)</b>	

<b>Onsite Visit Made by: NOT REQUIRED</b>	<b>date</b>	
<b>Upon notice to proceed, contractor will complete the project in (calendar days)</b>		
<b>Bid Security enclosed: (10% of total bid)</b>		

The City of Troy reserves the right to accept or refuse any or all bids.

**RETURN WITH BID**

**VENDOR REFERENCES:**

The proposal must include the following information:

1. List at least three (3) references for whom you have performed similar products/services for other public entities, local governments or private companies.

Company Name: \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_ Contact \_\_\_\_\_

Person: \_\_\_\_\_

Telephone #: (     ) \_\_\_\_\_

Company Name: \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_ Contact \_\_\_\_\_

Person: \_\_\_\_\_

Telephone #: (     ) \_\_\_\_\_

Company Name: \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_ Contact \_\_\_\_\_

Person: \_\_\_\_\_

Telephone #: (     ) \_\_\_\_\_

2. State how long you have been operating under your present company name?

\_\_\_\_\_

3. Have you ever defaulted on a contract? \_\_\_\_\_

If so, where and why? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RETURN WITH BID**

# **CITY OF TROY AFFIDAVIT OF COMPLIANCE**



# **CITY OF TROY "NO BID RESPONSE FORM"**

**City of Troy**  
**“No-Bid Response Form”**  
**Zenk Rd Reconstruction Phase 2**

**COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A PROPOSAL RESPONSE.**

If you do not wish to respond to this proposal request, but would like to remain on the City of Troy vendor list, please fill out this form and return to the Administration Office by email.

**RETURN TO:** Tom Cissell, City Engineer  
Email: [tom.cissell@oatesassociates.com](mailto:tom.cissell@oatesassociates.com)

We the undersigned have declined to bid on your proposal for the following reasons:

- Insufficient time to respond to invitation for bid.
- We do not offer this product/s or equivalent.
- Unable to meet specifications.
- Unable to meet insurance requirements.
- Our schedule would not allow us to perform.
- Specifications are to “tight”, i.e. geared towards one brand or manufacturer.
- Specifications unclear.
- Other (please specify below).

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VENDOR INFORMATION:**

Company Name: \_\_\_\_\_  
Signature and Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_

**RETURN WITH BID**

# SPECIAL PROVISIONS

## SPECIAL PROVISIONS

### ZENK RD RECONSTRUCTION PHASE 2 TROY, ILLINOIS

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## **SPECIAL PROVISIONS**

### **ZENK RD RECONSTRUCTION PHASE 2 TROY, ILLINOIS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", Adopted January 1, 2024, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways" and the "Manual of Test Procedures of Materials" in effect on the date of the invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of Zenk Rd, Troy, Illinois, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

#### **DESCRIPTION OF WORK**

The proposed reconstruction project is located on Zenk Rd from Red Bud Ln to Oakwood Dr in Troy, Illinois. The project length is 619.60 feet (0.117 miles).

The work on this project consists of removals, pavement milling, earthwork, aggregate base, HMA surface and binder course, curb and gutter, driveway pavement, storm sewer and drainage structures, and all incidental and collateral work necessary to complete the work in the above-described Section according to the plans, specifications and special provisions.

#### **SHOP DRAWINGS**

The Contractor shall submit shop drawings of the following items according to Articles 1042.03(b) and 105.04 of the "Standard Specifications for Road and Bridge Construction":

Inlets Special, No. 1  
Inlets Special, No. 2  
Type 10 Frame and Grate

Submit shop drawings for review and approval to:

Mr. Tom Cissell, City Engineer

City of Troy  
116 East Market Street  
Troy, Illinois 62294

A maximum of two reviews by the Engineer will be provided for each shop drawing submittal. If any additional reviews are required, the Contractor shall pay the Engineer for all costs incurred at an hourly rate of \$150. Payment for additional reviews shall be made directly to the City.

## **SAFETY AND HEALTH**

The Contractor shall be responsible for enforcing all O.S.H.A. Safety and Health Standards pertaining to the construction industry as established by the United States Department of Labor, Occupational Safety and Health Administration. Such standards include, but are not limited to, 29 CFR 1910 and 1926.

## **SAFETY AND PROTECTION**

A. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety and precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the work and other persons and organizations who may be affected thereby;
2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
3. Other property at the site adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons and property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 2. or 3. caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts either of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by either of them or anyone for acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR that the Work is acceptable.

B. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's

superintendent, unless otherwise designated in writing by CONTRACTOR to OWNER.

- C. In EMERGENCIES affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instructions or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt, written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

### **NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT**

An independent IEPA National Pollution Discharge Elimination System (NPDES) storm water permit is not required for this project; however, work shall conform to the City of Troy's existing General Storm Water Permit for Small Municipal Separate Storm Sewer Systems (MS4). Erosion control items shall be constructed according to the Erosion Control Sheet, the Standard Specifications for Road and Bridge Construction, and the Illinois Urban Manual.

The Erosion Control Sheet must be kept on site during working hours. Compliance with this special provision shall be considered as included in the various items of work involved.

### **CONSTRUCTION CONTRACTS**

The successful bidder, as a condition of this contract, must submit evidence that he has conducted a pre-job conference with his Subcontractors and their employees, or the employees' duly recognized representatives and union officials, to determine employee jurisdiction, job assignment and work schedules. This requirement is to promote industrial harmony and to eliminate work stoppages and jurisdictional disputes. The pre-job conference shall be conducted at least 14 calendar days prior to the commencement of any construction.

### **FEDERAL REQUIREMENTS**

This is a federal project. The contractor must comply with all federal requirements including but not limited to Davis Bacon, Section 3, Build America Buy America, CWHSSA, FLSA, and any other applicable requirements. Section 3 and Build America Buy America documents are included for reference in this packet and shall be executed by the City and the successful contractor prior to the contract award. Further information on other federal requirements can be found in the MCCD Compliance Package.

## **MEASUREMENT AND PAYMENT**

Delete all Articles regarding "Method of Measurement" and "Basis of Payment" in the "Standard Specifications for Road and Bridge Construction".

This is a Lump Sum Project. Partial Payment for completed work will be made based on percent completion from an approved schedule of values as shown on the attached example at the end of this Manual. Unit costs will only be applied for those items listed as "Approximate Quantities."

## **GENERAL PREVAILING WAGE RATES**

According to "An Act regulating wages of laborers, mechanics and other workmen employed in any public works by the State, County, City or any public body or any political subdivision, or by any one under contract for public works," approved November 8, 1961, the Department of Labor has ascertained the general prevailing rate of per diem wages for the following labor classifications.

Labor Position

Rate per hour on which per diem rates are to be used

see USDOL WAGE DETERMINATION

The general prevailing wage rates for Labor classifications other than those specified above, and the general prevailing rate for legal holiday and overtime work are on file in the office of the Department of Labor at Springfield, Illinois, and the main office of the Madison County Highway Department. Not less than these prevailing wage rates shall be paid for work performed under this contract.

Should a prevailing rate as listed herein violate a Federal Law, order, or ruling, the rate conforming to the Federal Law, order or ruling shall govern. No change in compensation will be made to the Contractor as a result of his paying rates other than those specified herein.

The aforementioned Act of November 8, 1961, provides that any Contractor or Subcontractor who shall neglect to keep, or cause to be kept, an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract, or who shall refuse to allow access to the record at any reasonable hour to any representative of the City, County, or to the Director of Labor and his deputies and agents, shall be guilty of misdemeanor and shall be punished by a fine not exceeding \$500.00 or by imprisonment not exceeding 6 months, or by both fine and imprisonment, in the discretion of the court.

No extra compensation will be allowed to the Contractor for any delays caused by any hearing on any objection to the prevailing wage rates hereinafter specified, as provided in the aforementioned Act of November 8, 1961, or by appeal to the Circuit or Superior Court or to the Supreme Court of any decision of the Department of Labor or the County,

resulting from the hearings, nor for any delay caused by compliance with the other provisions of the Act.

Prospective bidders should familiarize themselves with all of the provisions of the Act and, in addition, should make an investigation of the existing labor conditions, and any negotiated labor agreements, which may exist or are contemplated at this time. Nothing in the Act shall be construed to prohibit the payment of more than the prevailing wage scale shown below. The bidder should take all of these facts into consideration in the preparation of his proposal.

**USDOL WAGE DETERMINATION**

"General Decision Number: IL20260017 01/30/2026

Superseded General Decision Number: IL20250017

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).

Modification Number	Publication Date
0	01/02/2026
1	01/16/2026
2	01/23/2026
3	01/30/2026

CARP0270-015 05/01/2017

MACOUPIN and MONTGOMERY COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 32.15	25.97
PILEDRIVERMAN.....	\$ 33.15	25.97

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CARP0270-023 05/15/2020

GREENE COUNTY

	Rates	Fringes
CARPENTER.....	\$ 35.05	28.57
PILEDRIVERMAN.....	\$ 35.05	28.57

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CARP0500-001 05/01/2021

CLINTON, MONROE, and WASHINGTON COUNTIES

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

ST. CLAIR COUNTY

	Rates	Fringes
Carpenter and Piledriver.....	\$ 41.36	18.90
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CARP0664-003 05/01/2021		

MADISON COUNTY

	Rates	Fringes
Carpenter and Piledriver.....	\$ 41.36	18.90
-----		
CARP0664-006 05/01/2021		

BOND, CALHOUN, and JERSEY COUNTIES

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

MONTGOMERY COUNTY (East of Butler Grove, Grisham, Hillsboro & Raymond Twps)

	Rates	Fringes
ELECTRICIAN.....	\$ 41.00	20.68
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ELEC0193-003 06/03/2024		

MACOUPIN (Barr, Girard, Nilwood, North & South Otter, North & South Palmyra aand Virden Twps), AND MONTGOMERY (Bois D' Arc, Harvel and Pitman Twps) COUNTIES

	Rates	Fringes
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ELECTRICIAN.....\$ 39.80                   5%+21.09

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 ELEC0193-011 01/01/2025

MACOUPIN (Townships of Scottville, North Palmyra, North Otter, Virden, Girard, Barr, South Palmyra, South Otter, and Nilwood) and MONTGOMERY (Townships of Bois D'Arc, Pitman, and Harvel) COUNTIES

	Rates	Fringes
Line Construction		
Groundman - Equipment Operator (Class I, all crawler type equipment larger than D-4, 15 ton crane or larger).....	\$ 56.61	29.5%+7.50
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).	\$ 42.85	29.5%+7.50
Groundman - Truck Driver (without winch).....	\$ 40.36	29.5%+7.50
Groundman (Class A).....	\$ 38.38	29.5%+7.50
Lineman & Substation Tech....	\$ 62.90	29.5%+7.50

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 ELEC0309-002 01/06/2025

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 Welder.....	\$ 63.79	42.15%

Groundman Equipment		
Operator.....	\$ 56.38	44.75%
Groundman Truck Driver.....	\$ 46.03	44.75%
Groundman.....	\$ 42.10	44.75%
Lineman.....	\$ 64.83	44.75%

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ELEC0309-003 09/01/2025

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.....	\$ 52.41	52.01%+3.01

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\* ELEC0649-002 01/05/2026

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

	Rates	Fringes
Line Construction		
BLASTER.....	\$ 66.70	29%+11.50
EQUIPMENT OPERATOR.....	\$ 57.12	29%+11.50
GROUNDMAN - TRUCK DRIVER W/WINCH.....	\$ 42.66	29%+11.50
GROUNDMAN - TRUCK DRIVER WO/WINCH.....	\$ 37.67	29%+11.50
GROUNDMAN.....	\$ 36.67	29%+11.50
LINEMAN; AND LINEMAN HOLE BORING MACHINE OPERATOR.....	\$ 66.70	29%+11.50

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ELEC0649-008 12/28/2025

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

	Rates	Fringes
ELECTRICIAN.....	\$ 54.53	29.46

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ELEC0702-002 01/06/2025

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

	Rates	Fringes
Line Construction		
Groundman - Class A.....	\$ 38.18	29%+8.85
Groundman - Equipment Operator Class II (all other equipment).....	\$ 46.49	29%+8.85
Heavy - Equipment Operator Class I (all crawler type equipment D-4 and larger)...	\$ 52.13	29%+8.85
Lineman.....	\$ 65.52	29%+8.85

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 ELEC0702-017 01/01/2025

BOND (Eastern Half), CLINTON (Huey, Hoffman, & Vicinity), AND WASHINGTON (Except Venedy TWP) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 52.14	29.14

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 ENGI0520-005 08/01/2022

	Rates	Fringes
POWER EQUIPMENT 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, DerrickType Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Toumapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than derrick type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (two), Air Compressors (two) Water Pumps, regardless of size (two), Welding Machines (two), Siphons or Jets (two), Winch Head or Apparatuses (two), Light Plants (two), Waterblasters (two), all Tractors, regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (one), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, concrete saws of all types and sizes with their attachments, gobhoppers, excavators all sizes, the repair, greasing, and fueling of all diesel hammers, the operation, set-up and cleaning of bidwells, concrete placement booms, the alterations, repair of all barges, water blasters of all sizes and their clutches, mobile lifts, hydraulic jacks where used for hoisting, diesel or gas powered flashing sings used for traffic control, micro pavers, log 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

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ENGI0520-012 08/01/2025

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

Rates

Fringes

POWER EQUIPMENT OPERATOR

Group 01.....	\$ 47.20	39.10
Group 02.....	\$ 46.07	39.10
Group 03.....	\$ 41.59	39.10
Group 04.....	\$ 41.65	39.10
Group 05.....	\$ 41.65	39.10
Group 06.....	\$ 49.75	39.10
Group 07.....	\$ 45.30	34.95
Group 08.....	\$ 45.60	34.95
Group 09.....	\$ 48.20	39.10
Group 10.....	\$ 46.75	34.95
Group 11.....	\$ 49.20	39.10
Group 12.....	\$ 50.20	39.10

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 skidders, iceolators used on and off of pipeline, condor cranes, drill rigs of all sizes, bow boats, survey boats, ross carriers, bob-cats and all their attachments, skid steer loaders and all their attachments, creter crane, direct drive electric motors the bolting and unbolting the adjusting and shiming, (dewateringjobs, whirley crane, conveyor belts) etc., batch plants (all sizes), roto mills, conveyors systems of any size and any configuration, hydroseeders and straw-blowers 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 transporters) heavy transport units and all Operators (except those listed below).

#### 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

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IRON0046-006 05/01/2024

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

	Rates	Fringes
IRONWORKER.....	\$ 37.60	32.94

-----  
IRON0392-003 08/01/2024

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

	Rates	Fringes
IRONWORKER.....	\$ 41.65	31.18

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IRON0396-006 08/06/2025

BRIDGES, LOCKS, and DAMS ON THE MISSISSIPPI RIVER

	Rates	Fringes
IRONWORKER.....	\$ 44.27	31.65

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LAB00044-001 08/01/2024

MADISON COUNTY (Southwest)

	Rates	Fringes
LABORER		
Group 1.....	\$ 32.35	32.38
Group 2.....	\$ 32.85	32.38
Group 3.....	\$ 33.85	32.38

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

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

GROUP 3 - Dynamite Man and Powder Man

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LAB00044-002 08/01/2024

MADISON COUNTY (GLEN CARBON)

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.35	32.38
GROUP 2.....	\$ 32.85	32.38
GROUP 3.....	\$ 33.85	32.38

LABORERS CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Brick Mason and Plasterer Tenders; Asbestos Abatement Worker, Hazardous Waste Worker

GROUP 3 - Dynamite and Powder Men.

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LAB00100-001 08/01/2024

ST CLAIR COUNTY (East St. Louis, Alcoa, Brooklyn, Cahokia, Caseyville, Centreville, Dupo, Fairmont City, French Village, Midway, Maplewood, National City)

	Rates	Fringes
LABORERS		
Group 1.....	\$ 35.38	29.35
Group 2.....	\$ 35.88	29.35
Group 3.....	\$ 36.88	29.35

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

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

GROUP 3 - Dynamite Man

-----  
LAB00100-002 08/01/2024

ST CLAIR (O'Fallon, Scott Air Force Base, Shiloh, Lebanon & Vincinity), CLINTON (Trenton & Vicinity), and MADISON (Troy) COUNTIES

	Rates	Fringes
LABORERS		
Group 1.....	\$ 35.38	29.35
Group 2.....	\$ 35.88	29.35
Group 3.....	\$ 36.88	29.35

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

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

Group 3 - Dynamite Man

-----  
LAB00100-005 08/01/2024

MADISON COUNTY (St. Jacob)

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 35.38	29.35
GROUP 2.....	\$ 35.88	29.35
GROUP 3.....	\$ 36.88	29.35

LABORER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Brick Mason and Plasterer Tenders.

GROUP 3 - Dynamite and Powder Men.

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LAB00196-001 08/01/2024

MONROE COUNTY

	Rates	Fringes
LABORERS		
Group 1.....	\$ 32.81	31.92
Group 2.....	\$ 33.31	31.92
Group 3.....	\$ 34.31	31.92

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

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LAB00218-001 08/01/2022

BOND (Greeneville), CALHOUN (Hardin), GREENE (Roadhouse), JERSEY (Jerseyville), and MADISON (Alton) COUNTIES

	Rates	Fringes
LABORERS		
Group 1.....	\$ 32.84	27.89
Group 2.....	\$ 33.34	27.89
Group 3.....	\$ 34.34	27.89

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

-----  
LAB00218-004 08/01/2022

JERSEY COUNTY (Jerseyville)

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.84	27.89
GROUP 2.....	\$ 33.34	27.89

GROUP 3.....\$ 34.34 27.89

LABORER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Brick Mason and Plasterer Tenders.

GROUP 3 - Dynamite and Powder Men.

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LAB00218-005 08/01/2022

GREENE COUNTY (Roadhouse)

Rates Fringes

LABORER

GROUP 1.....\$ 32.84 27.89  
GROUP 2.....\$ 33.34 27.89  
GROUP 3.....\$ 34.34 27.89

LABORER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Brick Mason and Plasterer Tenders.

GROUP 3 - Dynamite and Powder Men.

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LAB00218-006 08/01/2022

CALHOUN COUNTY (Hardin)

Rates Fringes

LABORER

GROUP 1.....\$ 32.84 27.89  
GROUP 2.....\$ 33.34 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.

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LAB00218-007 08/01/2022

CALHOUN COUNTY (Hardin)

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.84	27.89
GROUP 2.....	\$ 33.34	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.

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LAB00338-002 08/01/2024

MADISON COUNTY (Wood River)

	Rates	Fringes
LABORERS		
Group 1.....	\$ 34.14	30.59
Group 2.....	\$ 34.64	30.59
Group 3.....	\$ 35.64	30.59

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

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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

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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

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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.

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LAB00459-001 08/01/2024

ST. CLAIR COUNTY (South)

	Rates	Fringes
LABORERS		
Group 1.....	\$ 34.14	30.59
Group 2.....	\$ 34.64	30.59
Group 3.....	\$ 35.64	30.59

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

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

GROUP 3 - Dynamite Man

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LAB00459-004 08/01/2024

ST. CLAIR COUNTY (Belleville)

	Rates	Fringes
Hod Carrier.....	\$ 34.14	30.59

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LAB00581-002 08/01/2024

CLINTON COUNTY (Carlyle)

	Rates	Fringes
LABORERS		
Group 1.....	\$ 31.00	33.73
Group 2.....	\$ 31.50	33.73
Group 3.....	\$ 32.50	33.73

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

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LAB00622-002 08/01/2024

BOND COUNTY (Greenville)

	Rates	Fringes
LABORERS		
Group 1.....	\$ 29.65	35.08
Group 2.....	\$ 30.15	35.08
Group 3.....	\$ 31.15	35.08

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

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

GROUP 3 - Dynamite Man

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LAB00622-003 08/01/2024

BOND COUNTY (Except the Northside)

	Rates	Fringes
LABORERS		
GROUP 1.....	\$ 29.65	35.08
GROUP 2.....	\$ 30.15	35.08
GROUP 3.....	\$ 31.15	35.08

LABORER CLASSIFICATIONS

GROUP 1 - General Laborer

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

GROUP 3 - Dynamite Man

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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

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LABO1084-001 08/01/2024

BOND (Sorento) and MONTGOMERY COUNTIES

	Rates	Fringes
LABORERS		
Group 1.....	\$ 32.41	32.32
Group 2.....	\$ 32.91	32.32
Group 3.....	\$ 33.91	32.32

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

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

GROUP 3 - Dynamite Man

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PAIN0058-002 05/01/2017

	Rates	Fringes
PAINTER (Bridge).....	\$ 32.45	17.12

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

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PLAS0090-001 08/01/2024

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

and ST. CLAIR COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 39.00	30.60
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PLAS0090-005 08/01/2024		

Clinton County

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 39.00	30.60
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PLAS0143-007 04/01/2016		

WASHINGTON COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 36.43	20.87
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TEAM0050-006 05/01/2025		

BOND. CLINTON, MONROE, ST CLAIR, WASHINGTON COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 45.35	25.72
Group 2.....	\$ 45.93	25.72
Group 3.....	\$ 46.25	25.72
Group 4.....	\$ 46.60	25.72
Group 5.....	\$ 47.71	25.72

CLASSIFICATIONS:

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

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

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

GROUP 4: Low Boy and Oil Distributors.

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

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TEAM0525-004 05/01/2025

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

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 45.35	25.72
Group 2.....	\$ 45.93	25.72
Group 3.....	\$ 46.25	25.72
Group 4.....	\$ 46.60	25.72
Group 5.....	\$ 47.71	25.72

CLASSIFICATIONS:

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

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

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

GROUP 4: Low Boy and Oil Distributors.

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

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TEAM0916-004 05/01/2025

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

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 45.35	25.72
Group 2.....	\$ 45.93	25.72
Group 3.....	\$ 46.25	25.72
Group 4.....	\$ 46.60	25.72
Group 5.....	\$ 47.71	25.72

CLASSIFICATIONS:

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

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

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

GROUP 4: Low Boy and Oil Distributors.

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 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 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

## Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

## Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

## Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be

directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"

## **SEQUENCE OF CONSTRUCTION OPERATIONS**

The Contractor shall conduct his or her work within the approved Sequence of Construction Operations at all times. The work shall be done in a manner that will minimize the inconvenience to local traffic.

The Contractor shall conduct his operations to insure local access to all properties throughout the project limits according to Article 107.09 and Section 701 and 703 of the "Standard Specifications for Road and Bridge Construction". If required, Type I, Type II or vertical barricades shall be used to channel traffic from the following locations to the adjoining side streets or private entrances. The number required will be determined by the Engineer during construction.

The Contractor shall note the number and locations of the across road culverts/storm sewers and their effect on maintaining local access to all properties throughout the project limits:

STA. 13+37     12 in. Water Main Quality pipe

All road closures must be approved in advance by the City of Troy Department of Public Works. The Contractor shall notify the City of Troy Fire and Police Departments at least 48 hours prior to enacting any road closures.

## **SUGGESTED SEQUENCE**

During construction, the Contractor will be required to maintain access to all properties affected by this work. AGGREGATE FOR TEMPORARY ACCESS according to Section 402 of the "Standard Specifications for Road and Bridge Construction" will be used for this purpose.

The Contractor will not be allowed to begin subsequent construction operations until the preceding work is substantially complete. The construction sequence shall be compressed as much as possible to minimize the inconvenience to local traffic. The Contractor shall maintain vehicle traffic at all times. Appropriate signage will be required.

Unless authorized by the Engineer, the Contractor shall complete the construction in the following suggested sequence:

### STAGE 1:

Install traffic control and erosion control.

Complete removals on Zenk Rd from Station 9+73.6 to Station 15+99.2.

#### STAGE 2:

Construct storm sewer, structures, concrete v-gutter, inlet adjust, and portland cement concrete driveway on the north side of Zenk Rd, so cars can park on the south side of Zenk Rd after working hours. Driveways shall use high-early strength concrete

#### STAGE 3:

Complete earth excavation on the south side of Zenk Rd.

Construct concrete v-gutter, portland cement concrete driveways, and subbase granular material on the south side of Zenk Rd.

#### STAGE 4:

Complete milling and HMA surface course on Zenk Road. Perform final incidentals to complete project.

The Contractor may submit an alternate sequence of operations and traffic control plan that would expedite construction and still maintain traffic control. Any and all changes to these plans must be submitted in writing and approved in advance by the Engineer. No additional compensation will be allowed if alternate plans are approved.

### **TRAFFIC CONTROL PLAN**

Traffic control shall be according to the applicable Sections of the "Standard Specifications for Road and Bridge Construction", the applicable guidelines contained in the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", these special provisions, and all special details and Highway Standards contained herein and on the plans.

At the preconstruction meeting, the Contractor shall furnish the name of the individual in his/her direct employ who is responsible for the installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by the Subcontractor, consent shall be requested of the Engineer at the time of the preconstruction meeting according to Article 108.01 of the "Standard Specifications for Road and Bridge Construction". This shall not relieve the Contractor of the foregoing requirement for a responsible individual in his direct employ. The City of Troy will provide the Contractor the name of its representative who will be responsible for the observation of the Traffic Control Plan.

The Contractor shall furnish, erect, maintain and remove all warning signs, flags, barricades and lights according to Article 107.14 and Sections 701 and 703 of the "Standard Specifications for Road and Bridge Construction", the latest edition of the "Manual of

Uniform Traffic Control Devices for Construction and Maintenance Operations", the Special Provisions, and/or as directed by the Engineer.

Articles 107.09 and 107.14 and Sections 701 and 703 of the "Standard Specifications for Road and Bridge Construction" and the following Highway Standards relating to traffic control apply to this contract:

701501

701901

Oakwood Dr and Red Bud Dr shall be kept open to traffic at all times. Short-term, daytime lane closures will be allowed on Oakwood Dr and Red Bud Dr when workers are present in the intersections according to Highway Standard 701501.

In addition, the following special provision(s) will also govern traffic control for this project:

SEQUENCE OF CONSTRUCTION OPERATIONS  
TRAFFIC CONTROL AND PROTECTION, (SPECIAL)  
CONTRACTOR ACCESS

## **PUBLIC NOTICE**

Each Wednesday, the Contractor shall furnish his schedule for the next week's work and shall post signs at least 24 hours in advance of his work on each street requiring a lane closure. Handbill notices approved by the Engineer shall be delivered to each residence located within the work zone, at least 24 hours prior to commencing work. Notices shall explain the proposed work and request the residents' forbearance of the inconvenience. All complaints should be directed to the Contractor. Residents may contact the City if their concerns are not resolved satisfactorily by the Contractor.

This work will not be paid for separately, and the cost shall be considered as included in the contract lump sum price bid for the various items of work involved.

## **EARTH EXCAVATION**

This work shall be constructed according to Section 202 of the "Standard Specifications for Road and Bridge Construction," except as modified herein:

All excavation under existing roadway shall be classified as non-suitable material for areas to be seeded. Any excess earth excavation shall be disposed of accordingly.

Removal of existing aggregate driveways is included as earthwork.

The Contractor shall salvage the existing 5 inches of topsoil and use as fill. The work will not be paid for separately but shall be included in the contract Lump Sum bid price.

This work will not be paid for separately but shall be included in the contract lump sum price for EARTH EXCAVATION.

## **SEEDING, CLASS 1A**

This work shall consist of preparing the seed bed, and furnishing, transporting and placing the seed, fertilizer and mulch required to restore all disturbed earth surfaces according to Sections 250 and 251 of the "Standard Specifications for Road and Bridge Construction".

The Contractor shall guarantee a minimum of 90 percent uniform growth over the entire seeded areas(s). Areas sustaining less than 90 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at no additional cost.

Delete the method of measurement shown in Article 250.10 of the "Standard Specifications for Road and Bridge Construction".

This work will be paid for at the contract lump sum price for SEEDING of the Class specified, which price shall include the fertilizer and mulch.

## **INCIDENTAL HOT-MIX ASPHALT SURFACING**

This work shall consist of the preparation of the base, the application of bituminous priming material, and the construction of a hot-mix asphalt (HMA) surface on a milled surface at the locations shown on the plans according to Section 408 of the "Standard Specifications for Road and Bridge Construction."

This work will not be paid for separately but shall be included in the contract lump sum price for INCIDENTAL HOT-MIX ASPHALT SURFACING.

## **TIE BARS & REINFORCEMENT BARS**

This work shall consist of furnishing and placing tie bars and reinforcement bars in concrete pavement and concrete curb and gutter according to Sections 420 and 606 of the "Standard Specifications for Road and Bridge Construction", except as modified herein:

All tie bars and reinforcement bars used in Portland cement concrete pavement and concrete curb and gutter shall be epoxy coated.

This work will not be paid for separately but shall be included in the contract lump sum price of the various concrete pavement and concrete curb and gutter items for which the tie bars and reinforcement bars are required.

## **EXPANSION JOINTS**

This work shall consist of constructing expansion joints in concrete driveway pavement and sidewalk according to Articles 423.07 and 424.07 of the "Standard Specifications for Road and Bridge Construction" and Highway Standard 424001 except as modified herein:

Expansion joints required under Article 423.07 and 424.07(b) shall be preformed fiber joint filler according to Article 1051.04 of the "Standard Specifications for Road and Bridge Construction" and shall have a perforated tear off wood or plastic strip to provide a uniform 3/4 in. reservoir/channel for the required sealant.

Expansion joints required under Article 424.07(a) shall consist of preformed flexible foam expansion joint filler according to Article 1051.09 of the "Standard Specifications for Road and Bridge Construction" and shall have a pre-scored removable strip to provide a uniform 1/2 in. reservoir/channel for the required sealant.

Expansion joint filler and backer rod materials shall be a non-impregnated type that will not bond with the sealant.

Expansion joints shall be sealed with self-leveling (pour grade), or nonsag (gun) grade urethane sealant. The color of the sealant shall be limestone, unless otherwise approved by the Engineer.

This work will not be paid for separately but shall be included in the contract lump sum price of the various concrete items for which the expansion joints are required.

### **TRAFFIC CONTROL AND PROTECTION, (SPECIAL)**

This work shall consist of furnishing, installing, maintaining and removing all traffic control devices for traffic control and protection as shown on Highway Standards 701501 and 701901 included in the plans, according to Section 701 of the "Standard Specifications for Road and Bridge Construction", as directed by the Engineer and as specified herein.

Prior to beginning work on the project, the Contractor shall furnish and install Type III barricades and advance warning signs as detailed in the applicable Highway Standards. Barricade placement and sign spacing may be adjusted by the Engineer to suit field conditions.

Throughout the construction period, all material piles, equipment, open excavations or other obstructions or hazards to motorists or pedestrians shall be enclosed by fences or protected by barricades and proper lighting. Excavations adjacent to the edge of pavement shall be protected with extended leg barricades with appropriate lights.

Traffic Control and Protection required for the successful completion of this project will be furnished, installed, maintained, removed, measured and paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL), which price shall include all work as specified herein and all other provisions required by law for the protection and safety of property and individuals in a construction zone.

## **CONSTRUCTION AND MAINTENANCE SIGN SUPPORTS**

This work shall be done according to Section 1106 of the "Standard Specifications for Road and Bridge Construction" and Highway Standard 701901 except as modified herein.

All construction signs mounted on permanent support for use in temporary traffic control having an area of 10 square feet or more shall be mounted on two 4 in. x 4 in. or two 4 in. x 6 in. wood posts.

Type A metal posts (two for each sign) conforming to Article 1006.29 of the "Standard Specifications for Road and Bridge Construction" may be used in lieu of wood posts. Type A metal posts used for these signs may be unfinished.

The cost incurred by the Contractor in complying with this requirement shall be considered included in the contract lump sum prices bid for the various items of traffic control work involved.

## **CONTRACTOR ACCESS**

At road closure locations, where Type III barricades are installed in a manner that will not allow Contractor access to the project without relocation of one or more of the barricades, the arrangement of the barricades at the beginning of each work day may be relocated, when approved by the Engineer, in the manner shown on Highway Standard 701901. At the end of each work day, the barricades shall be moved and the road shall be closed to traffic.

The cost incurred by the Contractor in complying with this requirement shall be considered included in the contract lump sum prices bid for the various items of traffic control work involved and no additional compensation will be allowed.

## **RELOCATE EXISTING MAILBOX**

This work shall consist of the removing, storing, and relocating of existing mailboxes to the proposed location as directed by the Engineer and according to Article 107.20 in the "Standard Specifications for Road and Bridge Construction". The Contractor shall coordinate with the Engineer for the new location prior to installation.

The relocated mailbox shall be installed on a new 4' x 4' square treated wood post. In the case that the existing post is steel, the relocated mailbox shall be installed on a similar steel post in size, material and color. The relocated posts shall be embedded 48" into the ground. The permanent post shall be set plumb and level in concrete or a mortar material. The Contractor shall be responsible for placing the relocated posts in such a manner as to avoid existing underground utilities that may or may not be shown on the plans.

This work will not be paid for separately but shall be included in the contract lump sum price for RELOCATE EXISTING MAILBOX, which shall include all equipment, materials, and labor required to remove, store and relocate the mailbox.

### **LANDSCAPING (SPECIAL)**

This work shall consist of removing and salvaging existing landscape items identified by the Engineer.

Salvaged existing landscape items shall be given back to the Homeowner in the Homeowner's desired location at the discretion of the Engineer. The Contractor shall be responsible for placing the salvaged items in no specific manner other than that which is not causing damage to said items or obstructing any driveways or traffic operations.

If salvaged landscape items are damaged by the Contractor's operations, the Contractor shall replace them at their own expense to the satisfaction of the Engineer.

This work will not be paid for separately but shall be included in the contract lump sum price for LANDSCAPING (SPECIAL).

### **CURB AND GUTTER (SPECIAL)**

This work shall consist of construction of CURB AND GUTTER as shown on the plan details, at the locations shown on the plans, and according to Section 606 in the "Standard Specifications for Road and Bridge Construction".

The shapes, slopes, and dimensions of the proposed gutter shall match the detail shown in the plans

All tie bars and reinforcement bars used in v- gutter, special shall be epoxy coated.

This work will not be paid for separately but shall be included in the contract lump sum price for CURB AND GUTTER (SPECIAL).

### **SURFACE REMOVAL, VARIABLE DEPTH (SPECIAL)**

This work shall consist of removing hot-mix asphalt (HMA) surfaces to the limits specified on the plans according to Section 440 of the "Standard Specifications for Road and Bridge Construction", except as modified herein.

Materials resulting from the HMA surface removal process shall become the property of the Contractor unless otherwise noted in the General Notes and their salvage value shall be reflected in the Lump Sum Price for SURFACE REMOVAL, VARIABLE DEPTH (SPECIAL).

Concrete patches which have to be partially removed will not be paid for separately and shall be included in the lump sum bid unit price for SURFACE REMOVAL, VARIABLE DEPTH (SPECIAL).

Manholes and valve vaults which are exposed by the HMA surface removal and transverse cuts at the end of the day that are more than 1/2 in. deep shall be tamped with a cold-mix asphalt. The cost of this temporary taper shall be included in the lump sum bid price.

When the removal width of the machine is less than the width of the lane, the operations shall be planned such that after the asphalt surface for a portion of the lane has been removed, the remaining portion shall have been removed by the end of the day so that the two passes begin and terminate even with each other.

If the depth of removal is greater than 1/2 in., the removal shall be tapered at the terminating point at the end of each day's operation when the lane is open to traffic.

At various locations the pavement cross slope may be increased as directed by the engineer if brick is encountered. The proposed curb and gutter elevations shall be maintained. The proposed centerline elevations are given for reference only. If the slopes are adjusted during the surface removal, the final surface elevation will be raised so the surface course is 2" thick.

All materials, equipment, and labor necessary to complete the work and maintenance of the tapers as specified above shall be included in the contract lump sum bid price.

After any HMA surface removal operation has been completed, the Contractor shall erect special "ROUGH GROOVED SURFACE" signs, as shown on the attached sheet, in advance of the construction zone in both directions, if applicable. In addition, these signs shall also be erected along side streets in advance of the construction zone.

The existing surface shall be swept, cleaned, blown, etc. prior to the application of the tack coat.

These signs shall remain in place until they are no longer applicable as determined by the Engineer. They shall then be removed by the Contractor and become his property.

The cost of furnishing, erecting, maintaining, and removing these signs will not be paid for separately, but shall be considered as included in lump sum bid price.

# ILLINOIS STANDARD W8-1106



COLOR: LEGEND AND BORDER — BLACK NON-REFLECTORIZED  
BACKGROUND — ORANGE REFLECTORIZED

SIGN SIZE	DIMENSIONS							
	A	B	C	D	E	F	G	H
36X36	36.0	17.2	2.2	24.3	23.5	5.5	10.5	2.5
48X48	48.0	24.1	3.0	34.0	33.0	5.0	13.0	3.5

SIGN SIZE	SERIES			MAR- GIN	BOR- DER	BLANK STD.
	1	2	3			
36X36	5C	5C	5C	0.6	0.8	B4-36D
48X48	7C	7C	7C	0.8	1.2	B4-48D

All dimensions in inches.

This work will not be paid for separately, but shall be included in the reported price for SURFACE REMOVAL, VARIABLE DEPTH (SPECIAL) in the lump sum bid price.

## INLETS, SPECIAL, TYPE SPECIFIED

This work shall consist of constructing precast inlets as shown on the plans, together with the necessary cast iron frames and grates according to Section 602 of the "Standard Specifications for Road and Bridge Construction".

The inside dimensions of the INLETS, SPECIAL, by type, shall measure as follows:

Type 1	3 ft. x 3 ft. square with Cast Closed Lid
Type 2	3 ft. x 2 ft. square with Cast Closed Lid

Each structure shall have a precast reinforced concrete flat slab top. The Contractor shall submit shop drawings to the Engineer for approval according to Articles 1042.03(b) and 105.04 of the "Standard Specifications for Road and Bridge Construction".

The cost for cast closed lid will not be paid for separately but shall be included in the contract unit price of the various INLETS, SPECIAL.

This work will not be paid for separately but shall be included in the contract lump sum price for INLETS, SPECIAL, of the type specified, which price shall include furnishing and installing the required frame and grate, all excavation and backfill, connecting and grouting the proposed storm sewers, pouring the concrete invert.

### **TRENCH BACKFILL**

This work shall be constructed according to Section 208 of the "Standard Specifications for Road and Bridge Construction", except as modified herein:

Fine aggregate according to Article 1003.04 may be used for bedding only, except as follows: Fine aggregate will be required for trench backfill within 2 ft. of all gas mains and gas service lines that are exposed during trenching operations.

Material for trench backfill shall be coarse aggregate gradation CA 6, CA 10 or CA 18 as specified in Article 1004.05.

Trench backfill material shall be compacted according to Method 1, as specified in Article 550.07(a) of the "Standard Specifications for Road and Bridge Construction".

This work will not be paid for separately but shall be included in the contract lump sum price for STORM SEWER (WATER MAIN REQUIREMENTS) 8" and 12".

### **TRAFFIC CONTROL AND PROTECTION, (SPECIAL)**

This work shall consist of furnishing, installing, maintaining and removing all traffic control devices for traffic control and protection as shown on Highway Standards 701501 and 701901 included in the plans, according to Section 701 of the "Standard Specifications for Road and Bridge Construction", as directed by the Engineer and as specified herein.

Prior to beginning work on the project, the Contractor shall furnish and install Type III barricades and advance warning signs as detailed in the applicable Highway Standards. Barricade placement and sign spacing may be adjusted by the Engineer to suit field conditions.

Throughout the construction period, all material piles, equipment, open excavations or other obstructions or hazards to motorists or pedestrians shall be enclosed by fences or protected by barricades and proper lighting. Excavations adjacent to the edge of pavement shall be protected with extended leg barricades with appropriate lights.

Traffic Control and Protection required for the successful completion of this project will be furnished, installed, maintained, removed, measured and paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL), which price shall include all work as specified herein and all other provisions required by law for the protection and safety of property and individuals in a construction zone.

### **INLET ADJUST**

This work shall consist of the removal of the existing concrete lid and frame and grate and the replacement thereof as specified in the plans. This work shall be done according to Section 602 of the "Standard Specifications for Road and Bridge Construction" and as specified herein.

The Contractor shall remove the existing concrete lid and frame and grate and replace it with a concrete lid that is 5" thick on the top and has 5" legs on 3 sides with a hole cast for a new Neenah Type R 1737 Light Duty Lid or equivalent.

The Contractor shall construct per the detail as shown in the plans and as directed by the Engineer.

This work will not be paid for separately but shall be included in the contract lump sum price for INLET ADJUST which shall include all material, equipment, and labor necessary.

### **FRAME AND GRATE ADJUST TYPE 10**

This work shall consist of the removal of the existing concrete lid and Frame and Grate and the replacement thereof as specified in the plans. This work shall be done according to Section 602 of the "Standard Specifications for Road and Bridge Construction" and as specified herein.

The Contractor shall remove the existing concrete lid and place a steel plate on the existing structure base. The thickness of said steel plate shall be specified by the Engineer upon construction of said item. The cost of said steel plate shall not be paid for separately but shall be included in the cost in the contract lump sum price for FRAME AND GRATE ADJUST TYPE 10.

A Frame and Grate Type 10 as specified in Highway Standard 604046-03 shall be placed on said steel plate per the detail and cross section as specified in the plans. A grade ring shall be used under said Frame and Grate as detailed in the plans. The cost of said grade ring shall not be paid for separately but shall be included in the cost in the contract lump sum price for FRAME AND GRATE ADJUST TYPE 10.

This work will not be paid for separately but shall be included in the contract lump sum price for FRAME AND GRATE ADJUST TYPE 10.

### **CONSTRUCTION LAYOUT**

This work shall consist of construction staking according to Article 105.09 of the "Standard Specifications for Road and Bridge Construction", except as modified herein.

The Contractor shall provide labor, equipment and material to set all additional stakes for this project, which are needed to establish offset stakes, reference points, and all other horizontal or vertical controls, including supplementary benchmarks, necessary to secure a correct layout for the roadway portion of the work.

The Contractor shall be responsible for having the finished work conform to the lines, grades, elevations and dimensions called for on the plans. Inspection or checking of the Contractor's layout by the Engineer and the acceptance of all or any part of it shall not relieve the Contractor of his/her responsibility to secure the proper dimensions, grades and elevations of the several parts of the work. The Contractor shall exercise care in the preservation of stakes and benchmarks and shall have them reset at his/her expense when any are disturbed.

### **Responsibility of the Contractor**

- The Contractor shall establish from the given survey points and benchmarks, all additional control points necessary to construct the individual project elements. It is the Contractor's responsibility to tie in centerline control points in order to preserve them during construction operations.
- The Contractor shall provide all additional staking required to assure completion of the work in substantial conformance with the plans.
- The Contractor shall be responsible for re-establishing all stakes removed or disturbed by construction operations.
- All work shall be according to normally accepted surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the Local Agency at the completion of the project. All notes shall be neat, orderly, and in accepted form.

This work will not be measured separately for payment. The cost incurred by the Contractor in complying with this requirement shall be considered as included in the contract unit prices bid for the various items of work.

### **STORM SEWER (WATER MAIN REQUIREMENTS) 12 AND 8 INCH**

This work shall consist of constructing storm sewers to meet water main standards, as required by the IEPA or when otherwise specified. This work shall be performed according to Section 550 of the "Standard Specifications for Road and Bridge Construction", IEPA

Regulations (35 Ill. Adm. Code 653.119), the “Standard Specifications for Water and Sewer Construction in Illinois”, and as specified herein.

This provision shall govern the installation of all storm sewers which do not meet IEPA criteria for separation distance between storm sewers and water mains according to Section 41 of the “Standard Specifications for Water and Sewer Construction in Illinois”. Separation criteria for storm sewers placed adjacent to water mains and water services are as follows:

1. Water mains and water service lines shall be located at least 10 ft. horizontally from any existing or proposed drain, storm sewer, sanitary sewer, combined sewer or sewer service connection.
2. Water mains and water service lines may be located closer than 10 ft. to a sewer line when:
  - a) local conditions prevent a lateral separation of 10 ft., and
  - b) the water main or water service invert is 18 in. above the crown of the sewer, and
  - c) the water main or water service is either in a separate trench or in the same trench on an undisturbed earth shelf located to one side of the sewer.
3. A water main or water service shall be separated from a sewer so that its invert is a minimum of 18 in. above the crown of the drain or sewer whenever water mains or services cross storm sewers, sanitary sewers or sewer service connections. The vertical separation shall be maintained for that portion of the water main or water services located 10 ft. horizontally of any sewer or drain crossed. A length of water main pipe shall be centered over the sewer to be crossed with joints equidistant from the sewer or drain.

When it is impossible to meet criteria 1, 2, or 3 above, the water main and drain or storm sewer shall be constructed of slip-on or mechanical joint ductile iron pipe, pre-stressed concrete pipe or PVC pipe equivalent to water main standards of construction. Construction shall extend on each side of the crossing until the perpendicular distance from the water main or water service to the sewer or drain line is at least 10 ft.

Storm sewers constructed to meet water main standards shall be constructed of the following pipe materials:

#### Ductile-iron Pipe

Ductile-iron pipe shall conform to ANSI A 21.51 (AWWA C151), with thickness class designed per ANSI A 21.50 (AWWA C150) appropriate to the installation conditions, with tar (seal) coated and/or cement-lined interior per ANSI A 21.4 (AWWA C104), with rubber ring gasket push on joints.

Joints for ductile-iron pipe shall be in accordance with the following applicable specifications:

Push-On Joints - AWWA C111 and C600

### Concrete Pressure Pipe

Concrete pressure pipe shall conform to the latest AWWA Standard C300, C301 and C303; and shall be of thickness class appropriate to the installation conditions.

Joints shall conform to Article 41-2.07B of the "Standard Specifications for Water and Sewer Construction in Illinois."

### Plastic Pipe

Polyvinyl Chloride (PVC) and Chlorinated Polyvinyl Chloride (CPVC) shall be in accordance with Article 40-2.01C of the "Standard Specifications for Water and Sewer Construction in Illinois".

In addition to these pipes, reinforced concrete culvert, storm drain, and sewer pipe shall also be allowed for water-sewer line crossing but not for parallel construction. The reinforced concrete pipe shall conform to ASTM C-76 of the class required by Article 550.03 of the Standard Specifications with the joints conforming to ASTM C 361 and C 433.

Jointing shall be pressure slip jointed, solvent welded, heat welded, flanged, or threaded joint. Special precautions shall be taken to insure clean, dry contact surfaces when making solvent or heat welded joints. Adequate setting time shall be allowed for maximum strength.

Elastomeric seals (gaskets) used for push-on joints shall comply with ASTM Standard F 477 and shall be pressure rated in accordance with ASTM D 3139.

Solvent cement shall be specific for the piping material and shall comply with the ASTM Standard D2564 (PVC) and F493 (CPVC) and be approved by NSF.

This work will not be paid for separately, but shall be included in included in the contract unit price of lump sum.

## STATUS OF UTILITIES TO BE ADJUSTED

<u>NAME AND ADDRESS OF UTILITY</u>	<u>TYPE</u>	<u>LOCATION</u>	<u>ESTIMATED DATE OF COMPLETION</u>
<u>City of Troy</u> 116 E Market St Troy, IL 62294 Contact Person: Rob Hancock Phone: 618-667-9924	Water	Water lines cross the project at various locations. City of Troy to pothole locations to verify depths. No conflict with water lines is anticipated.	Prior to construction.
<u>Ameren Illinois (South)</u> 6 Richard Mark Way Collinsville, IL 62234 Contact Person: Jermaine Ferguson Phone: 888-659-4540 Email: <a href="mailto:jferguson2@ameren.com">jferguson2@ameren.com</a>	Gas	Gas service lines cross the project at various locations. Ameren has authorized the City of Troy to pothole these locations. No conflict with gas lines is anticipated.	Prior to construction
<u>Charter Communications</u> 100 Lanter Ct Suite 5 Collinsville, IL 62234 Contact Person: Kevin Waltz Email : <a href="mailto:kevin.waltz@charter.com">kevin.waltz@charter.com</a>	CATV	CATV lines cross the project at various locations. There is a line that runs parallel to Zenk Rd on the north side of the road as well. No conflicts with cable TV crossings are anticipated. The inlet at STA 13+37 LT is a possible conflict location. Adjustments to the inlet may be necessary.	Prior to construction.
<u>AT&amp;T Distribution</u> 1420 Frontage Rd O'Fallon, IL 62269 Contact Person: Kevin Urbanek Phone: 618-402-1723	Telephone	Telephone lines cross the project at various locations. There is a line that runs parallel to Zenk Rd on the north side of the road as well. No conflicts with cable TV crossings are anticipated. The inlet at STA 13+37 LT is a possible conflict location. ATT will pothole the inlet location. Adjustments to the inlet may be necessary.	Prior to construction.
<u>I3 Broadband</u> 24 S Minnesota Ave Cape Girardeau, MO 63701 Contact Person: Ryan Gibbons Phone : 309-256-7696	CATV	CATV lines cross the project at various locations. I3 Broadband has confirmed their lines should be below depth of excavation. No conflict with CATV lines is anticipated.	TBD
<u>Southwest Electric Coop</u> 525 U.S. Route 40 Greenville, Illinois 62246 Contact Person: Brian Mills Phone : 800-637-8667 ext. 4211 Email : <a href="mailto:brian.mills@sweci.com">brian.mills@sweci.com</a>	Electric	Electric lines cross the project at various locations. Light Pole at STA 13+16 RT is close to the curb line but should not need relocated. No conflicts with electric lines are anticipated.	TBD
<u>Metro FiberNet</u> 3701 Communications Way Evansville, IN 47715 Contact Person: Phone : 844-684-0215	Fiber Optic	No known conflicts	N/A
<u>Wood River Pipelines</u> 220 E Hawthorne St Hartford, IL 62048 Contact Person: Phone : 610-904-4000	Pipeline	No known conflicts	N/A

The above represents the best information of the Department or responsible Local Agency and is only included for the convenience of the Contractor. The applicable provisions of Section 102 and Articles 105.07, and 107.20 of the "Standard Specifications for Road and Bridge Construction" shall apply.

Minor adjustments of residential service lines may be necessary to accommodate construction. All such adjustments will be made by their respective owners during construction.

Underground facilities, structures and utilities have been plotted from available surveys and records. Their locations must be considered to be approximate only. It is possible there may be others, the existence of which is not presently known or shown. Such information represents only the opinion of the Local Agency and their Engineer as to the location of such utilities and is only included for the convenience of the bidder. The Local Agency and their Engineer assume no responsibility in respect to the sufficiency or the accuracy of the information shown on the plans relative to the location of underground utility facilities.

If any utility adjustment or removal has not been completed when required by the Contractor's operation, the Contractor should notify the Engineer in writing. A request for an extension of time will be considered to the extent the Contractor's operations were affected.

# LUMP SUM PAY APPLICATIONS EXAMPLE



# MCCD COMPLIANCE FORM

**MADISON COUNTY COMMUNITY DEVELOPMENT  
COMPLIANCE PACKAGE**



**The contents of this package must be incorporated by attachment as a part of the contract between Owner and Contractor.**

Updated July 15, 2025

(1) The Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provided that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

(2) The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors and subcontractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

For prime contracts for trucking services prevailing wages shall be required for all truck drivers operating under such contract. For all other contracts, the Davis-Bacon Act shall be applied to truck drivers as follows:

Truck drivers are **COVERED** by the Davis-Bacon labor standards provisions in the following circumstances:

- Drivers of a contractor or subcontractor for the time spent working on the site of the work.
- Drivers of a contractor or subcontractor for the time spent loading and/or unloading materials and supplies on the site of work.
- Truck drivers transport materials and supplies from a facility that is a part of the site of the work and the actual construction site.

Truck drivers are **NOT COVERED** in the following instances:

- Drivers of an independent trucking firm, or materialman hauling material to a Davis-Bacon job from a commercial supply facility which was not set up exclusively for the Davis-Bacon job or is not located adjacent or virtually adjacent to the site of work.
- Drivers of a contractor or subcontractor hauling materials to or from a Davis-Bacon job from a commercial facility when they are off the site of work.

In addition, the Department of Labor has an enforcement position with respect to bona fide owner-operators of trucks who are independent contractors (an owner operator is a person who owns and drives a truck). Certified payrolls including the names of such owner-operators do not need to show the hours worked or the rates paid, only the notation "owner-operator". This position does not apply to owner-operators of other equipment such as bulldozers, backhoes, cranes, etc.

(3) The Fair Labor Standards Act (FLSA). The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

(4) The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer based on a standard work week of forty (40) hours. Work more than the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked more than forty (40) hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

(5) The Equal Opportunity Clause of Executive Order 11246. This Clause requires that the contractor not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (6) Section 3 of the Housing and Urban Development Act of 1968. Section 3 provides that to the greatest extent feasible opportunities for training and employment shall be given to lower income residents of HUD assisted project areas and that contracts for work in connection with such projects shall be awarded to business concerns which are in or are owned in a substantial part by project area residents.
- (7) Women in construction. Regulations (41 CFR 60-4) published by the Department of Labor pursuant to Section 201, 202, 205, 211, 301, 302, and 303 of Executive Order 11246 are directed at reducing the exclusion of women from the construction industry. These regulations have given the Director of the Office of Federal Contract Compliance Program the authority to issue goals and timetables for female utilization on federal or federally assisted construction projects. To meet the overall objectives of this program, a national goal has been established for women in construction trades as follows: seven percent (7%) after 1980. For Madison County to be in compliance with federal law, all contractors working on projects funded through the Community Development Block Grant Program must certify that a full and good faith effort will be made to achieve the national goal for female utilization.
- (8) Minority participation, Executive Order 11625. Executive Order 11625 authorizes the Secretary of Commerce to supervise the implementation of the Minority Business Enterprise Program. This program is designed to extend the opportunity for participation in the United States free enterprise system to socially and economically disadvantaged persons. The President has required all departments and agencies receiving federal funds to establish goals for improving minority participation efforts in 1978. To meet the interest and substance of Executive Order 11625, a ten percent (10%) goal of minority business participation for programs funded with Community Development Block Grant monies has been established.
- (9) All prime contractors shall document and maintain a record of all subcontractors and suppliers. Such record shall be presented to Madison County Community Development at the preconstruction conference, and no Notice to Proceed shall be provided until such record has been provided.
- (10) Rehabilitation Act of 1973, Public Law 93-112 as amended. This act requires that no qualified handicapped person(s) shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination under any program or activity which receives or benefits from federal financial assistance.
- (11) HUD Lead Based Paint Regulations, 24 CFR Part 35. These regulations require that all interior surfaces and those exterior surfaces readily accessible to children be free of lead-based paint.
- (12) Insurance. Successful bidder, should the job be done, will be required to provide certificates of insurance naming Madison County Government as additional insured and indicating the following coverage in the amount of one million dollars (\$2,000,000) for each category of coverage except as noted herein:
1. Liability Insurance
    - Commercial General Liability
    - Products Completed Operations Liability
    - Contractual Liability
    - Comprehensive Automobile Liability
  2. Worker's Compensation & Employers Liability \$500,000. Statutory limits required.
  3. Property Damage Insurance - not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in aggregate.

If the contractor should use any subcontractor, the contractor shall include all subcontractors as insured under its policies, or shall furnish to Madison County separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements of the contractor.

Bidder shall submit, along with his proposal, a copy of his current "Certificate of Insurance".

All prime contractors and subcontractors will be required to meet the insurance criteria.

Certificates evidencing the aforesaid insurance coverage shall be deposited with Madison County Community Development prior to commencement of any work called for under this Contract. Contractor and owner agree to hold Madison County Community

Development harmless and indemnify Madison County Community Development for any cost or loss, including, without limitation, cost of litigation resulting from any claim, demand, suit or loss, including personal injury, death or property damage, arising directly or indirectly from or in connection with the said work to be performed by the contractor, subcontractor, or any other person or firm under the direct or indirect authority of the contractor. Also, contractor shall, at its own expense, defend any and all actions based thereon, any claim with respect to any of the merchandise called for by this order or rising out of the use of such merchandise, or infringement on a patent, copyright, trademark, trade name, brand or slogan, or of unfair competition, or any adverse claim of statutory or non-statutory rights; any litigation based upon any claim referred to above; or, in the event scaffolding or other mechanical contrivance to the so called "Illinois Scaffolding Act" (Illinois Revised Statute, Chapter 48, Section 60-69) applies is furnished by contractor, or any claim or demand made pursuant to said statutes involving, directly or indirectly, said scaffolding and/or mechanical contrivances.

### **BONDING REQUIREMENTS**

The minimum bond requirements shall be as follows:

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

### **CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**

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

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

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

- (1) A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8), Section 308 of the Federal Water Pollution Control Act, as amended, information, as well as all other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) A stipulation that, as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized, for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the contractor that criteria and requirements in Paragraphs (1) through (4) of this section will be included in every nonexempt subcontract. The contractor will take any action needed as required by the U.S. Federal Government to enforce such provisions.

### **SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS, AND ACCIDENT PREVENTION**

- (1) Lead-Based Paint Hazards (applicable to contracts for construction or rehabilitation of residential structures). The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint Regulations, 24 CFR Part 35. The contractor and subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under Sub-Part B of said regulations. The owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.
  
- (2) Use of Explosives. When the use of explosives is necessary for the prosecution of the work, the contractor shall observe all local, state and federal laws in purchasing and handling explosives. The contractor shall take all necessary precautions to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced, and the material shall be covered with suitable timber, steel or rope mats.  
  
The contractor shall notify all owners of public utility property of intention to use explosives at least eight (8) hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the contractor or his or her surety for damages that may be caused by such use.
  
- (3) Danger Signals and Safety Devices. The contractor shall take all necessary precautions to guard against damage to property and injury to persons. The contractor should put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades, and other devices necessary to protect the public. In case the contractor fails or neglects to take such precautions, the owner may have such lights and barricades installed and charge the cost of this work to the contractor. Such action by the owner does not relieve the contractor of any liability incurred under these specifications or contract.

**EEO, SECTION 3, AFFIRMATIVE  
ACTION PLAN, AND CERTIFICATION**

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) (Applicable to contracts/subcontracts exceeding \$10,000).

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

<u>Goal for Minority Participation for Each Trade</u>	<u>Goals for Female Participation In Each Trade</u>
10%	7%

These are applicable to all the contractor's construction work (whether it is federally assisted) performed in the covered area.

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

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract more than \$10,000 at any tier for construction work under the contract

resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is the St. Louis Metropolitan area with a special emphasis on Madison County.

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

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - i. African American (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - ii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - iii. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation, and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Hometown Plan does not excuse any covered contractor's or subcontractor's failure to make good faith efforts to achieve the Hometown Plan goals and timetables.
4. The contractor shall implement the specific affirmative action standards provided in Paragraphs 7.a. through 7.p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. For the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources, and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such an individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under Paragraph 7.b. above.
  - f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, people attending, subject matter discussed, and disposition of the subject matter.
  - h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
  - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations

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

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect on continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7.a. through 7.p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the executive order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive of those standards prescribed in Paragraph 7 of these specifications, to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company's EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. By the submission of this bid, the contractor and any subcontractors certify that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, 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 which 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. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files, and that he/she will forward the following notice to such proposed subcontractors (except certifications for specific time periods).

**CONTRACTOR'S AGREEMENT  
SPECIAL EQUAL OPPORTUNITY PROVISIONS**

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

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

- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.
- (2) The contractor shall post in conspicuous places available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) Contractors shall incorporate the foregoing requirements in all subcontracts.

- B. Executive Order 11245 (Contracts/subcontracts \$10,000 and above)  
Section 202 Equal Opportunity Clause

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

- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action should include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to any applicable books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (6) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of the sentence immediately preceding Paragraph (1) and the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department of Labor may direct as a means of enforcing such provisions, including sanctions or non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Labor, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

C. Section 503 of the Rehabilitation Act of 1973 (for contracts over \$2,500)

Affirmative Action for Handicapped Workers

- (1) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap regarding any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (2) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

- (3) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (4) The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- (5) The contractor will notify each labor or union representative of workers with which the contractor has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (6) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

D. Section 402 Veterans of the Vietnam Era (if \$10,000 and above)

Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

- (1) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (2) The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the state employment service system wherein the opening occurs. The contractor further agrees to provide such reports to the local office regarding employment openings and hires as may be required.

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

- (3) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in executive orders or regulations regarding nondiscrimination in employment.
- (4) The reports required in Paragraph (2) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a state, with the central office of that state employment service. Such reports shall indicate for each hiring location: (1) the number of individuals hired during the reporting period; (2) the number of non-disabled veterans of the Vietnam era hired; (3) the number of disabled veterans of the Vietnam era hired; and (4) the total number of disabled veterans hired. The reports

should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.

- (5) Whenever the contractor becomes contractually bound to the listing provisions of this clause, the contractor shall advise the employment service system in each state where it has establishments of the name and location of each hiring location in the state. If the contractor is contractually bound to these provisions and has so advised the state system, there is no need to advise the state system of subsequent contracts. The contractor may advise the state system when it is no longer bound by this contract clause.
- (6) This clause does not apply to the list of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
- (7) The provisions of Paragraphs (2), (3), (4), and (5) of this clause do not apply to openings which the contractor proposes to fill from within his or her own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization or employer-union arrangement for that opening.
- (8) As used in this clause:
  - (a) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and non-production; plant and office, laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative, and professional openings are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his or her own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the government.
  - (b) "Appropriate office of the state employment service system" means the local office of the federal-state national system of public employment offices with assigned responsibility for serving the area where the employment opening to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.
  - (c) "Openings which the contractor proposes to fill in within his or her own organization" means employment openings for which no consideration will be given to people outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.
  - (d) "Openings which the contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill with union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.
- (9) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (10) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

- (11) The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the employment qualified disabled veterans and veterans of the Vietnam era for employment and the rights of applicants and employees.
- (12) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
- (13) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act so that provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provision, including action for noncompliance.

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

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

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

- (1) The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are in, or owned in substantial part by, persons residing in the area of the project.
- (2) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- (3) The contractor will send to each labor organization or representative of workers which he or she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization of workers' representative of his or her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (4) The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- (5) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial

assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

**AFFIRMATIVE ACTION PROGRAM IMPLEMENTING SECTION 3  
OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968**

Contractor's Name	Project Name
Address	Project Number
Zip Code	Project Location (City, County, State)
EEO Officer	Construction Starting and Completion Dates
Area Code	Phone Number

I. Determination of Project Area Boundaries

A. Address of Proposed Project:

Street	City or Township
County	

B. Below, indicate whether this project is located in an Urban Renewal Area, Neighborhood Development Program Area, Model Cities Area, Metropolitan Development Plan Area or Indian Reservation.

\_\_\_\_\_ (Specify)

If yes, the project area for purposes of this Section 3 Affirmative Action Plan is co-extensive with boundaries of the Urban Renewal, NDP, Model Cities, Metropolitan Plan or Indian Reservation Boundaries. (Exception 701 Projects: See Toote/Meeker memo notice dated 7/7/74.)

If no, specify the smallest political jurisdiction within which the project is located, i.e., township, city, village, county, etc.

\_\_\_\_\_ (Specify)

The project for purposes of this Section Affirmative Action plan is coextensive with the political jurisdiction specified above.

C. Based on the information given in Columns 1, 2, and 3 (Table B) and the availability of eligible business concerns within the project area doing business in professions or occupations identified, set forth your goals for the number of contracts to be awarded to eligible project area businesses in Column 4 and for the approximate dollar amount to be awarded to project area businesses in Column 5. Eligible project area businesses will be utilized to the greatest extent feasible.

II. Specific Affirmative Action Steps

\_\_\_\_\_ (Name of Contractor) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and project businesses:

- A. To ascertain from the HUD Area Office Director the exact boundaries of the Section 3 covered project area and, where advantageous, seek the assistance of local officials of the Department in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from the appropriate areas the necessary number of lower income residents through local advertising media, signs placed at the proposed site for the project, and community organizations, and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

- C. To maintain a list of all lower-income area residents who have applied either on their own or on referral from any source and to employ such people if otherwise eligible and if a vacancy exists.
- D. \*To insert this affirmation action plan in all bid documents and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish those goals.
- E. \*To ensure that contracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 affirmative action plan.
- J. To list on Table C all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

\*Loans, grants, contracts, and subsidies for less than \$10,000 will be exempt.

As officers and representatives of \_\_\_\_\_ (Name of Contractor), we, the undersigned, have read and fully agreed to this affirmative action plan and become a party to the full implementation of this program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**PROPOSED CONTRACTS BREAKDOWN**

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>
Type of Contract (Business or <u>Professional</u> )	Total Number of Contracts	Total Approximate Dollar Amount	Estimated Number of Contracts to Project <u>Area Businesses</u>	Estimated Dollar Amount to Project <u>Area Businesses</u>

\_\_\_\_\_  
Company

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
EEO Officer's Signature

\_\_\_\_\_  
Date

**ESTIMATED PROJECT WORK FORCE BREAKDOWN**

<b>Job Category (trade)</b>	<b>Number of Total Estimated Positions</b>	<b>Positions Currently Occupied by Permanent Employees</b>	<b>Number Positions Not Currently Occupied</b>	<b>Number Positions to be Filled with LIPAR</b>
Operators				
Laborers				
Pipefitters				

---

Company

\*Lower Income Project Area Residents. Individuals residing within the Section 3 determined project area boundaries whose family income does not exceed 90% of the median income in the Standard Metropolitan Statistical Area (SMSA).

**MADISON COUNTY COMMUNITY DEVELOPMENT  
SECTION 3 EMPLOYEE CERTIFICATION FORM**

**(To Be Completed Only By New Hires Working On Project)**

Updated May 2012

All employees working on Section 3 covered projects must be reported in aggregate on the Section 3 Summary Report with their Section 3 resident status. For all employees reported as being Section 3 residents, documentation of their status must be retained in the project files. The Department of Housing and Urban Development considers this form adequate documentation of Section 3 status.

“Low income” means they earn below 80% of the median income for a household of their size in their area. To identify the income limit for the St Louis-Metropolitan Area, use the income limit tables at <http://www.huduser.org/portal/datasets/il/il2012/2012summary.odn>

**Instructions to employees: Complete this form** so we can verify to the Department of Housing and Urban Development that your employment is achieving Section 3 goals of our program. The Information will be placed in Madison County Community Development project files and with your employer. In addition, the information is subject to verification by Madison County Community Development.

Employee Name (printed): \_\_\_\_\_

Employee Address: \_\_\_\_\_

Employee Telephone Number: \_\_\_\_\_

Number of people in your household (include yourself): \_\_\_\_\_

My total current gross annual household income is: \_\_\_\_\_

	Head of Household	Spouse (if applicable)	Other Adult Members age 18 & over (if applicable)	Other Adult Members age 18 & over (if applicable)	Other Adult Members age 18 & over (if applicable)	Other Adult Members age 18 & over (if applicable)
Monthly Gross Earnings						

Are you a Public Housing Resident? (check one) Yes ( ) No ( )

If Yes, what is the name of your housing development? \_\_\_\_\_

**To be signed by the Section 3 Employee**

I certify that the above statements are true, complete, and correct to the best of my knowledge and belief.

Name (printed) \_\_\_\_\_

Name (signature) \_\_\_\_\_

Employer Name (printed) \_\_\_\_\_

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

**CERTIFICATION FORM REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY  
GENERAL**

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a certification regarding equal opportunity is required of contractors and their proposed subcontractors.

Contractor's Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Internal Revenue Service Employer Identification Number \_\_\_\_\_

1. Participation in a previous contract or subcontract.
  - a. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  
Yes \_\_\_\_\_ No \_\_\_\_\_
  - b. Compliance reports were required to be filed in connection with such contract or subcontract.  
Yes \_\_\_\_\_ No \_\_\_\_\_
  - c. Bidder has filed all compliance reports required by Executive Orders 10925, 11114, 11246, or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964.  
Yes \_\_\_\_\_ No \_\_\_\_\_
  - d. If answer to item c. is "No", please explain in detail on reverse side of this certification.
2. Dollar amount of proposed bid. \_\_\_\_\_
3. Anticipated performance period. \_\_\_\_\_
4. Female owned business. Yes \_\_\_\_\_ No \_\_\_\_\_
5. Expected total number of employees who will perform the proposed construction. \_\_\_\_\_
6. Non-segregated facilities.
  - a. Notice to Prospective Federally Assisted Construction Contractors.

Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

- b. Certification of Non-segregated Facilities.

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

7. Race or ethnic group designation of bidder. Enter race or ethnic group in the appropriate blank:

- |  |  |
|--|--|
| <input type="checkbox"/> Black   | <input type="checkbox"/> Black who are Hispanic                          |
| <input type="checkbox"/> American Indian                                 | <input type="checkbox"/> Am. Indian/AK Native and White                  |
| <input type="checkbox"/> Am. Indian/AK Native who are Hispanic           | <input type="checkbox"/> Am. Indian/AK Native and Black                  |
| <input type="checkbox"/> Am. Indian/AK Native and White who are Hispanic |  |
| <input type="checkbox"/> Am. Indian/AK Native and Black who are Hispanic |  |
| <input type="checkbox"/> White (other than Spanish American              | <input type="checkbox"/> White who are Hispanic                          |
| <input type="checkbox"/> Black and White                                 |  |
| <input type="checkbox"/> Asian   | <input type="checkbox"/> Asian who are Hispanic                          |
| <input type="checkbox"/> Asian/Pacific Islander who are Hispanic         | <input type="checkbox"/> Asian and White                                 |
| <input type="checkbox"/> Hispanic  |  |
| <input type="checkbox"/> Black and White who are Hispanic                |  |
| <input type="checkbox"/> Asian and White who are Hispanic                |  |
| <input type="checkbox"/> Nat. Hawaiian/Pacific Islander                  | <input type="checkbox"/> Nat. Hawaiian/Pacific Islander who are Hispanic |
| <input type="checkbox"/> Other Multi-racial                              |  |
| <input type="checkbox"/> Other Multi-racial who are Hispanic             |  |

Remarks:

Certification: The information above is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Name and Title of Signer (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**SUBCONTRACTOR CERTIFICATION FORM**

\_\_\_\_\_  
Project Name Prime Contractor

\_\_\_\_\_  
Project Number

**GENERAL**

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a certification regarding equal employment opportunity is required of bidders and their proposed subcontractors prior to the award of contracts or subcontracts.

Subcontractor's Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Internal Revenue Service Employer Identification Number \_\_\_\_\_

- 1. Participation in a previous contract or subcontract.
  - a. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  
Yes \_\_\_\_\_ No \_\_\_\_\_
  - b. Compliance reports were required to be filed in connection with such contract or subcontract.  
Yes \_\_\_\_\_ No \_\_\_\_\_
  - c. Subcontractor has filed all compliance reports required by Executive Orders 10925, 11114, 11246, or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964.  
Yes \_\_\_\_\_ No \_\_\_\_\_
  - d. If answer to item c. is "No", please explain in detail on reverse side of this certification.

2. Dollar amount of proposed subcontract. \$ \_\_\_\_\_

3. Anticipated performance period. \_\_\_\_\_

4. Female owned business. Yes \_\_\_\_\_ No \_\_\_\_\_

5. Expected total number of employees who will perform the proposed subcontract. \_\_\_\_\_

6. Description of work to be performed. \_\_\_\_\_  
\_\_\_\_\_

7. Non-segregated facilities.

- a. Notice to Prospective Subcontractors of Requirement for Certification.

Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

b. Certification of Nonsegregated Facilities.

The federally assisted construction contractor certifies separate facilities are not maintained at any establishments and that employees are not permitted to perform their services at any location where separate facilities are maintained. The federally assisted contractor agreed that a breach of this certification is a violation of the E.E.O. clause of this contract. As used in this certification, the term "segregated facilities" 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 which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The federally assisted contractor agrees that copies of certifications will be kept in the contractor's files. The original certification forms will be included in the original bid package.

8. Race or ethnic group designation of subcontractor. Enter race or ethnic group in the appropriate blank:

- |  |  |
|--|--|
| <input type="checkbox"/> Black   | <input type="checkbox"/> Black who are Hispanic                          |
| <input type="checkbox"/> American Indian                                 | <input type="checkbox"/> Am. Indian/AK Native and White                  |
| <input type="checkbox"/> Am. Indian/AK Native who are Hispanic           | <input type="checkbox"/> Am. Indian/AK Native and Black                  |
| <input type="checkbox"/> Am. Indian/AK Native and White who are Hispanic |  |
| <input type="checkbox"/> Am. Indian/AK Native and Black who are Hispanic |  |
| <input type="checkbox"/> White (other than Spanish American              | <input type="checkbox"/> White who are Hispanic                          |
| <input type="checkbox"/> Black and White                                 |  |
| <input type="checkbox"/> Asian   | <input type="checkbox"/> Asian who are Hispanic                          |
| <input type="checkbox"/> Asian/Pacific Islander who are Hispanic         | <input type="checkbox"/> Asian and White                                 |
| <input type="checkbox"/> Hispanic  |  |
| <input type="checkbox"/> Black and White who are Hispanic                |  |
| <input type="checkbox"/> Asian and White who are Hispanic                |  |
| <input type="checkbox"/> Nat. Hawaiian/Pacific Islander                  | <input type="checkbox"/> Nat. Hawaiian/Pacific Islander who are Hispanic |
| <input type="checkbox"/> Other Multi-racial                              |  |
| <input type="checkbox"/> Other Multi-racial who are Hispanic             |  |

Remarks:

Certification: The information above is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Name and Title of Signer (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**PROPOSED PROJECT WORK FORCE BREAKDOWN  
MINORITY AND FEMALE PARTICIPATION**

<u>Job Category</u>	<u>Positions To Be Filled</u>	<u>Positions Filled By</u>						<u>Total Positions</u>
		<u>AI</u>	<u>B</u>	<u>SA</u>	<u>O</u>	<u>W</u>	<u>F</u>	
Journeyman	_____							
Apprentices	_____							
Trainees	_____							
Journeyman	_____							
Apprentices	_____							
Trainees	_____							
Journeyman	_____							
Apprentices	_____							
Trainees	_____							
Journeyman	_____							
Apprentices	_____							
Trainees	_____							

AI = American Indian      O = Oriental      B = Black  
W = White                      SA = Spanish American      F = Female

**MINORITY BUSINESS PARTICIPATION  
ON THIS PROJECT**

<u>Type Work</u>	<u>Contractor</u>	<u>Address</u>	<u>Telephone</u>	<u>Group Identify</u>	<u>Amount</u>
_____					
_____					
_____					
_____					
_____					

**CONTRACTOR'S CERTIFICATION CONCERNING  
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

\_\_\_\_\_  
(Appropriate Recipient)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
The undersigned, having executed a contract with \_\_\_\_\_ for

\_\_\_\_\_  
(nature of work) for the construction of the above-identified project, acknowledges that:

- a. The Labor Standards Provisions are included in the aforesaid contract.
- b. Correction of any infractions of the aforesaid conditions including infractions by any of his subcontractors and any lower tier subcontractors is his responsibility.

The contractor certifies that:

- a. Neither the contractor nor any firm, corporation, partnership or associate in which he or she has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (10 U.S.C. 276a-2(a));
- b. No part of the contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.

The contractor agrees to obtain and forward to the recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the lower tier subcontractor.

The contractor certifies that:

- a. The legal name and the business address of the undersigned are: \_\_\_\_\_  
\_\_\_\_\_
- b. The undersigned is: \_\_\_\_\_
  - (1) A Single Proprietorship \_\_\_\_\_
  - (2) A Partnership \_\_\_\_\_
  - (3) A Corporate Organized In The State Of: \_\_\_\_\_
  - (4) Other Organization (describe) \_\_\_\_\_

c. The name, title and address of the owner, partners, or officers of the undersigned are:

<u>Name</u>	<u>Title</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned and the nature of the interest are (If none, so state):

<u>Name</u>	<u>Title</u>	<u>Address</u>
N/A	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

e. The names, addresses, and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state):

<u>Name</u>	<u>Title</u>	<u>Address</u>
N/A	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name and Title

**WARNING**

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever...makes, passes, utters, or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

## APPENDICES

**HUD-4012  
(2-84)**

### U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FEDERAL LABOR STANDARDS PROVISIONS

#### Applicability

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

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

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and the fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known) or their representatives and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(c) In the event the contractor, the laborers, or mechanics to be employed in the classification or their representatives and HUD or its designee do not agree on the proposed classification and wage rate, (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside a separate account asset for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. 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 on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contract.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937), or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and certification of trainee programs, the registration of the apprentices and trainees, and the rates and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime 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 1215-0149.)

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

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

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

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

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.(3)(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. (i) Apprentices and Trainees. 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (See page 31 for a list of Department of Labor approved apprentice programs.)

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.c. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

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

(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 other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or

subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (1) of this paragraph.

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

C. Health and Safety.

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

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

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

HUD-4010.1  
(2-76)

**ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS**

**SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS  
PROMULGATED PURSUANT THERETO BY THE SECRETARY  
OF LABOR, UNITED STATES DEPARTMENT OF LABOR**

**TITLE 18, U.S.C., SECTION 874**

(Replaces Section 1 of the Act of June 13, 1934 (48 Stat. 948, 40 U.S.C.,  
Sec. 276b) pursuant to the Act of June 25, 1948, 62 Stat. 862)

**KICKBACKS FROM PUBLIC WORKS EMPLOYEES**

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

**SECTION 2 OF THE ACT OF JUNE 13, 1934,  
AS AMENDED (48 Stat. 948, 62 Stat. 862,  
63 Stat. 108, 72 Stat. 967, 40 U.S.C., Sec. 276c)**

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

-XXX-

Pursuant to aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term "this part", as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

## TITLE 29 - LABOR

### Subtitle A - Office of the Secretary of Labor

#### PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

##### Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under Section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wage paid on work covered thereby; sets for the circumstances and procedures governing the making of payroll deductions with the wages of those employed on such work; and delineates the methods of payment permissible on such work.

##### Section 3.2 Definitions.

As used in the regulations in this part:

(a) The term "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, dredging, shoring, scaffolding, drilling, blasting, excavating, clearing and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction", "prosecution", "completion", or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes buildings or work for whose construction, prosecution, completion, or repair, as defined above, payment or party payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages", regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 3-18, "Statement of Compliance", or on an identical form on the back of WH 3-17, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 3-17 and WH 3-18 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

29 F.R. 95, Jan 4, 1964, as amended at 33 F.R. 10186, July 17, 1968

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under Section 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report or any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from the date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor.

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation

for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, that the following standards are met: (1) the deduction is not otherwise prohibited by law; (2) it is either: (i) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employer to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of Section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made, the additional records required under Section 516.27(a) of this title shall be kept.

#### Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Section 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

#### Section 3.7 Applications for the approval of the Secretary of labor

Any application for the making of payroll deductions under Section 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application shall identify the contract(s) under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Section 3.6. The affirmation shall be accompanied by a full statement on the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 Action by the Secretary of labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Section 3.6 and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Section 3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Section 5.5(a) of this subtitle.

**WAGE RATE DETERMINATIONS**

Appropriate wage rates shall be inserted here.

**TECHNICAL SPECIFICATIONS**

Technical specifications shall be inserted behind wage rates.

**PAYROLLS AND BASIC RECORDS**

Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work, in the construction or development of the project. Such records will contain the name and address of each employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in Section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Payrolls shall be submitted weekly to Madison County Community Development from the first week of construction through completion of the construction for each contractor or subcontractor on the job.

**DEPARTMENT OF LABOR  
APPROVED APPRENTICE PROGRAMS**

**Please Note:** All individuals that are listed with the 'apprentice' job classification on certified payrolls will be verified through the U.S. Department of Labor Apprenticeship Program.

Bricklayers Local No. 8  
PO Box 348  
Belleville, IL 62222

Teamsters Local 525  
830 East Broadway  
Alton, IL 62002

Carpenters District Council  
277 Madison Ave.  
Wood River, IL 62095

Glaziers Local No. 513  
5916 Wilson Ave.  
St. Louis, MO 63110

Cement Masons Local No. 90  
820 Lions Drive  
Troy, IL 62294

Electrical Workers Local No. 309  
2000A Mall Street  
Collinsville, IL 62234

Electrical Workers Local No. 649  
4051 Humbert Rd.  
Alton, IL 62002

Operating Engineers Local No. 520  
520 Engineer Road  
Granite City, IL 62040

Laborers' Local 397  
518 Henry  
Edwardsville, IL 62025

Iron Workers Local No. 392  
2995 Kingshighway  
East St. Louis, IL 62201

Cahokia Painters District Council No. 58  
940 California Ave.  
Collinsville, IL 62234

Plumbers and Pipefitters Local 101  
8 Premiere Dr.  
Belleville, IL 62220

Sheet Metals Workers Local No. 268  
2701 N. 89th  
Caseyville, IL 62232

Roofers Local No. 2  
2920 Locust St.  
St. Louis, MO 63103

# **MANDATORY U.S. FEDERAL CONTRACTOR REGISTRATION**



All contractors that wish to work on Federal projects must register their company with the U.S. Federal Contractor Registration {SAM.gov}. To register your company, or to check if your company must renew its registration, please visit <https://sam.gov>.

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_

UEI Number: \_\_\_\_\_

CAGE Code: \_\_\_\_\_

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

A SAM.gov search for each contractor will be conducted for this project. If a contractor is not registered in the SAM.gov system, or if a contractor is not listed as 'Active' in the SAM.gov system, the contractor will not be considered the lowest responsible bidder, and the next lowest bidder will be chosen.

If you need technical assistance regarding your registration at SAM.gov, please call the SAM Help DESK (866-606-8220).

# **CERTIFICATION OF APPOINTED PAYROLL PERSON**

U.S. Department of Housing and Urban Development

**CERTIFICATE FROM CONTRACTOR APPOINTING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES**

Project Name \_\_\_\_\_ Date \_\_\_\_\_

Location \_\_\_\_\_ Project No. \_\_\_\_\_

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor) for \_\_\_\_\_ in  
(Specify Trade – General Construction, Plumbing Roofing, etc)

connection with construction of the above-mentioned project, and that (I) (we) have appointed \_\_\_\_\_, whose signature appears below, to supervise the

(Name of Appointee)

payment of (my) (our) employees beginning \_\_\_\_\_, \_\_\_\_\_. That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the so-called Kick Back Statute which he/ she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the

\_\_\_\_\_ a new certificate appointing some

(Administering Agency: HUD, PHA, City, County, State)

other person for the purpose hereinabove stated.

\_\_\_\_\_  
(Identifying Signature of Appointee)

Attest (if required):

\_\_\_\_\_  
(Name of Firm or Corporation)

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

NOTE: This certificate must be executed by an authorized officer of a corporation or by a member of a partnership, and shall be executed prior to and be submitted with the first payroll. If the appointee is changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Kick-Back Statute.

\* G.P.O. 1967 – 740.161 / 1755. REGION NO. 4

# **AGREEMENT FOR CONTRACTUAL SERVICES**

## AGREEMENT FOR CONTRACTUAL SERVICES

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the \_\_\_\_\_ City of Troy, IL \_\_\_\_\_ (hereinafter called the "**OWNER**") and \_\_\_\_\_ hereinafter called the "**CONTRACTOR**").

**WITNESSETH THAT:** Whereas the **OWNER** intends to construct HMA surface course, storm sewer, concrete v-gutter, and concrete driveways under a program for community development for the County of Madison pursuant to the Housing and Community Development Act of 1974, Title I of Public Law 93-383 approved August 22, 1974 (hereinafter called the "**PROJECT**").

### **WITNESSETH THAT:**

1. The said **CONTRACTOR** has covenanted, contracted and agreed, and by these presents does covenant, contract and agree, with the said **OWNER** for and in consideration of the payments and agreements provided in the proposal hereto attached and under the penalty expressed in the bond hereto attached, at his proper cost and expense to do all work and furnish all materials, tools, labor and all appliances and appurtenances called for by the plans and specifications hereto attached, free from all claims, liens and charges whatsoever, in the manner and under the conditions hereinafter specified.

2. The work done and equipment and materials furnished shall be strictly pursuant to and in conformity with the specifications. The specifications and drawings furnished by the **CONTRACTOR** with his proposal and the additional drawings or prints and other information to be furnished by the **CONTRACTOR** in accordance with the specifications are made a part of this agreement when and as approved. The said specifications and plans prepared by the said **OWNER** are intended to cooperate and all specifications, plans, drawings and prints furnished by the **CONTRACTOR** shall cooperate therewith. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of the said specifications, plans, drawings, or prints, the same as though the work was contained and described in all.

3. It is further covenanted and agreed that the work shall be executed under the direction and supervision of the **OWNER** and their properly authorized agent, by whose calculations said quantities and amounts (including extras) of the work performed under this contract shall be determined and on whose inspection all work shall be accepted or condemned. The said **OWNER** shall have full power to reject or condemn all materials furnished or work performed under this contract which, in their opinion, do not conform to its spirit and to the terms and conditions herein expressed.

4. The said **CONTRACTOR** further agrees to accept the prices stated in the proposal hereto attached as full compensation for furnishing all the equipment and materials and for doing all the work contemplated and specified in this contract; also, for all loss or damage arising out of the nature of the work aforesaid or of difficulties which may be encountered in the prosecution of the

same and for all risks of every description connected with the work and for well and faithfully completing the work and the whole thereof, in full compliance with the plans and specifications.

5. The said **CONTRACTOR** agrees to accept all terms and conditions and assume all rights and obligations set forth in the Madison County Compliance Package, which is incorporated herein by reference as if fully set forth in these pages.

6. The said prices shall cover the cost of all plans and tools and of all work and materials of whatsoever kind that shall be furnished or needed to complete the entire work, in all details, ready for the purpose for which it is intended. Said prices shall also cover all royalties for patents and patented materials, appliances and processes used in the work described in the specifications and agreements. Before final payment is made, the **CONTRACTOR** shall furnish a satisfactory guarantee against all claims for patents, patented materials, appliances and processes used in or account of the work under the contract.

7. The **CONTRACTOR** agrees to pay to all laborers, workmen and mechanics performing work under this contract not less than the current prevailing rate of wages as has been determined in accordance with the United States Department of Labor.

8. The **OWNER** and the **CONTRACTOR** each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the **OWNER** nor the **CONTRACTOR** shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

9. All claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, then obtaining, unless the parties mutually agree otherwise. No arbitration, arising out of or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional party not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by all the parties hereto. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitration of any dispute not described therein or with any party not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional party or parties duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law.

10. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

11. The award rendered by the arbitrators shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

12. This Agreement may be terminated by the **OWNER** upon giving notice in writing to the **CONTRACTOR**. Upon such termination, the **CONTRACTOR** shall be paid for any services completed.

13. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the Party initiating the termination.

14. In the event of termination due to the fault of Parties other than the **CONTRACTOR**, the **CONTRACTOR** shall be paid his compensation for services performed to termination date.

15. It is understood and agreed that the Contract Articles and Exhibits, Instructions to Bidders, Invitation to Bidders, Specifications, Proposals, Contract Bond, and Plans hereto attached or herein referred to are all essential documents of this contract and are a part thereof.

16. The **CONTRACTOR** agrees to complete the job as bid no later than \_\_\_\_\_ at the agreed upon contract price of \$ \_\_\_\_\_, including all labor, materials, etc. as per bid specifications.

## ARTICLE I

A. Records, Reports and Inspection - The **CONTRACTOR** shall establish and maintain records in accordance with requirements prescribed by the **OWNER**, with respect to all matters covered by this Agreement. Such records shall include but not be limited to:

1. Records regarding compliance with the obligations imposed by the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act are hereby incorporated herein by reference as though fully set out herein and attached hereto and are on file in the Community Development Office, 157 N. Main St., Ste. 312, Edwardsville, Illinois. The **CONTRACTOR** shall have the right at all times during normal work hours to access the aforesaid Act.

Except as otherwise authorized by the **OWNER**, the **CONTRACTOR** shall retain such records for a period of three years after receipt of the final payment under this Agreement or termination of this Agreement.

B. Documentation of Costs - All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders and any other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible.

C. Reports and Information - The **CONTRACTOR**, at such times and in such forms as the **OWNER** may require, shall furnish to the **OWNER** any requests pertaining to matters covered by this Agreement.

D. Audits and Inspections - The **CONTRACTOR** shall at any time during normal business hours and as often as the **OWNER** and/or the Comptroller General of the United States may deem

necessary, make available to the **OWNER** for examination all of its records and data with respect to all matters covered by this Agreement and shall permit the **OWNER** or its designated authorized representative to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

## **ARTICLE II**

A. Personal Financial Interest - No officer(s), employee(s) or agent(s) of the **OWNER** who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, or any other person who exercises any functions or responsibilities in connection with the Program, shall have any personal financial interest, direct or indirect, in this Contract; and the **CONTRACTOR** shall comply with all federal, state, and local conflict of interest laws, statutes and regulations, and all such laws, statutes and regulations shall apply to all parties and beneficiaries under this Agreement as well as to all officer(s), employee(s) or agent(s) of the **OWNER**.

B. Interest of Contractor - The **CONTRACTOR** covenants that he or she presently has no interest of any kind and shall not acquire any type of interest, direct or indirect, in the program or any property therein, which would conflict in any manner of degree with the performance of his or her services and obligations hereunder. The **CONTRACTOR** further covenants that in the performance of this Agreement no person known to have any conflicting interest shall be knowingly employed in the performance of this Agreement.

In order for the **OWNER** to determine whether a conflict would or could exist, any contractor who does knowingly have any interest, direct or indirect, in the program or property therein or any employee who does knowingly have any interest, direct or indirect, in the program or property therein, must disclose such interest to the **OWNER** before execution. The **OWNER** shall have sole authority to determine whether a disqualifying conflict does so exist.

C. Lobbying the Contractor - The **CONTRACTOR** certifies:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the **CONTRACTOR**, 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 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.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.

## ARTICLE III

### Discrimination

A. The **CONTRACTOR** will comply with Title VI of the Civil Rights Act of 1964. (P.L. 88-352) and all requirements imposed by or pursuant to the Regulations of the Department of Housing and Urban Development (24 CFR, Subtitle A, Part 1) issued pursuant to that Title to the end that, in accordance with Title VI of the Act and the Regulations, no person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the political jurisdiction receives federal financial assistance from the Department of Housing and Urban Development.

B. The **CONTRACTOR** shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, incorporated as Article IV to this Agreement.

## ARTICLE IV

### SECTION 3 CLAUSE

#### HOUSING AND URBAN DEVELOPMENT ACT OF 1968 AS AMENDED

A. 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 lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

B. 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 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. 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 workers' 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 employment or training.

D. The **CONTRACTOR** will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR

135. The **CONTRACTOR** will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of Regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these Regulations.

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

## ARTICLE V

### COMPLIANCE WITH LOCAL LAWS

All parties shall comply with all applicable laws, ordinances and codes of the state of Illinois and local government.

## ARTICLE VI

During the performance of this contract, the **CONTRACTOR** agrees as follows:

1. The **CONTRACTOR** will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The **CONTRACTOR** will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment 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 officer setting forth the provisions of this nondiscrimination clause.

2. The **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The **CONTRACTOR** will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the **CONTRACTOR's** commitments under Section 202 of the 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** will 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 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 contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the **CONTRACTOR** may be declared ineligible for further U.S. Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.

7. The **CONTRACTOR** will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 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 subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. However, 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 interest of the United States.

## ARTICLE VII

### HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

1. **Contractor** hereby assumes the entire liability for its own negligence and the negligence of its own employees. **Contractor** shall be responsible for all damages to persons or property caused by its Contract work. **Contractor** shall indemnify, defend and save harmless Madison County from and against any and all claims, debts, damages, (including direct, liquidated, consequential, incidental or other damages), judgements, awards, losses, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature at any time arising out of any failure of **Contractor** to perform any of the terms and conditions of the Contract, or which are caused or occasioned by, or contributed to, or claim to be caused or occasioned or contributed to, by any act, omission, fault or negligence of **Contractor** or anyone acting under its direction or control or on its behalf in connection with or incident to the contract work. All questions involving contributory acts, omissions, fault, or negligence of Madison County with **Contractor** will be determined in accordance with applicable law. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons, including agents and employees of Madison County, **Contractor**, other contractors and subcontractors and damage to any property, regardless of location, including property of Madison County, Contractor, other contractors and subcontractors

and shall extend to any similar obligations of **Contractor** undertaken by it under the General and Special Conditions of the General Contract, including the technical requirements or specifications and drawings with

respect to the Contract work hereunder, **Contractor** will, on request and at its expense, defend any action, suit or proceedings arising hereunder and shall reimburse and pay Madison County for any loss, cost, damage or expenses (including legal fees) suffered by it hereunder. Such obligation shall not be construed to negate, or abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this Clause.

2. In any and all claims against Madison County and other contractors or subcontractors or any of their agents or employees, by any employees of **Contractor**, anyone directly or indirectly employed by Contractor or anyone for whose acts **Contractor** may be liable, the indemnification obligation under this Clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for **Contractor** under worker's or workmen's compensation acts, disability benefits acts or other employee benefit acts.

3. If, for any reason during the performance of this Contract, **Contractor** rents, leases or uses equipment of Madison County, **Contractor** shall indemnify, defend and hold harmless Madison County (including its officers, agents, and employees from any loss (including costs and attorney's fees) or damage caused by that equipment. Furthermore, **Contractor** shall be liable to Madison County for any loss or damage to that equipment.

4. This agreement shall specifically not require **Contractor** to indemnify Madison County from Madison County's own alleged negligence in violation of Chapter 740 ILCS 35/1.

**IN WITNESS WHEREOF** the parties hereto have affixed their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CONTRACTOR:** \_\_\_\_\_

**OWNER:** \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

# **SAMPLE CERTIFICATE OF INSURANCE**

**PRODUCER**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

<b>INSURED</b>  Sample Certificate	<b>COMPANIES AFFORDING COVERAGE</b>
	COMPANY A
	COMPANY B
	COMPANY C
	COMPANY D

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. Limits SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b>						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				PRODUCTS-COM/OP AGG	\$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT						EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> Policy <input type="checkbox"/> Loc						FIRE DAMAGE (Any one fire)	\$ 100,000
	<input type="checkbox"/> Project <input type="checkbox"/> Other						MED EXP (Any one person)	\$ 5,000
A	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE	
	<input checked="" type="checkbox"/> NON-OWNED AUTO						AUTO ONLY - EA ACCIDENT	
	<b>GARAGE LIABILITY</b>						OTHER THAN AUTO ONLY:	
							EACH ACCIDENT	
							AGGREGATE	
A	<b>EXCESS LIABILITY</b>						EACH OCCURRENCE	
	<input type="checkbox"/> UMBRELLA FORM						AGGREGATE	
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM							
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:						EL EACH ACCIDENT	\$ 500,000
	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL.		<input checked="" type="checkbox"/>				EL DISEASE - POLICY LIMIT	\$ 500,000
A	<b>OTHER PROFESSIONAL LIABILITY</b>						EL DISEASE - EMPLOYEE	\$ 500,000
								\$1,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS -**

Madison County Government is named as additional insured for all liability policies. All coverage afforded to the additional insured(s) under this policy shall be on a primary basis. If additional insured(s) other insurance, which is applicable to the loss, such insurance will be on an excess basis. The amount of the company's liability under the policy shall not be reduced by the existence of such insurance. Waiver of subrogation in favor of the additional insured(s) applies to all liability policies and workers compensation. Insurance carriers are to provide Madison County Government at least 30 days notice prior to cancellation of any policy.

**CERTIFICATE HOLDER**

Madison County Government 157 N Main St, Suite 154 Edwardsville, IL 62025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
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# **SECTION 3 REQUIREMENTS AND FORMS**

## Section 3 Requirements and Forms

A Section 3 project means housing rehabilitation, housing construction, and **other public construction projects** assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of **\$200,000**. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 ([12 U.S.C. 1701z-1](#) or [1701z-2](#)), the Lead-Based Paint Poisoning Prevention Act ([42 U.S.C 4801 et seq.](#)); and the Residential Lead-Based Paint Hazard Reduction Act of 1992 ([42 U.S.C. 4851 et seq.](#)). **The project** is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

Definitions:

**A Section 3 worker** is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

1. Is a low or very low-income worker, which means that the worker's income is below the income limit established by HUD, which is 80% of the area median income.
2. The worker is employed by a Section 3 business concern.
3. The worker is a YouthBuild participant.

**A Targeted Section 3 worker** is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

1. A worker employed by a Section 3 business concern.
2. Worker living in the service area or neighborhood of the project.
3. A YouthBuild participant

**Section 3 Business Concern** is defined as a business in which:

1. At least 51% owned by low- or very low-income persons.
2. Over 75 percent of the labor hours performed for the business over the prior three-month period is performed by Section 3 workers; or
3. At least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

### **Service Area**

1. An area within one mile of the Section 3 Project
2. If <5000 people live within one mile of the Section 3 project, then the service area = an area with a circle centered around the Section 3 project site that encompasses 5000 people.

Outreach best practices include:

1. Publication of opportunities in newsletters, local newspapers (including those targeted to limited English proficient populations), social media, website, local library, City Hall bulletin board and other sources of outreach.
2. Use of signage at the project site and flyers posted in the project area.
3. Notification of potential training or employment opportunities to neighborhood and nonprofit groups, including the Public Housing Authority.
4. Communicate opportunities to employment agencies and career centers.

Priority Considerations:

Subrecipients and contractors shall provide priority consideration to Section 3 residents and Section 3 businesses for new training, employment, and contracting opportunities generated because of the expenditure of Section 3 covered financial assistance.

1. Priority consideration should NOT be construed to be a quota or set-aside program or as an entitlement to economic opportunities such as a particular job or contract.
2. Section 3 residents MUST possess the same job qualifications, skills, eligibility criteria, and capacity as other applicants for employment and training opportunities being sought.
3. Section 3 businesses MUST be selected in accordance with the procurement standards of 2 CFR 200, as appropriate, including price, ability, and willingness to comply with Section 3, and other factors, to be considered the lowest responsible bidders on contracting opportunities being sought.
4. Priority consideration MAY be given to a Section 3 resident or business if such a resident or business is qualified for the respective employment or contracting opportunities.
5. Priority consideration MUST be given to a Section 3 resident or business when the Section 3 resident or business is equally qualified with other individuals or businesses that would be offered employment or contracting opportunities.

#### Employment and Training:

Subrecipients that meet the funding thresholds shall direct their efforts to provide training and employment opportunities generated from the expenditure of Section 3 housing and community development financial assistance to Section 3 residents in the following order of priority consideration:

1. Section 3 residents residing in the neighborhood or service area where the housing and community development financial assistance is spent.
2. Section 3 residents participating in a US Department of Labor YouthBuild Program.
3. Other Section 3 residents.

#### Contracting:

Subrecipients and contractors SHALL direct their efforts to provide contracting or subcontracting opportunities generated from the expenditure of housing and community development financial assistance to Section 3 businesses in the following order of priority consideration:

1. Section 3 business concerns that provide economic opportunity for Section 3 residents in the service area or neighborhood where the Section 3 covered project is located.
2. Applicants selected to carry out DOL YouthBuild programs.
3. Other Section 3 business concerns.

#### Penalties for Non-Compliance:

Subrecipients have the responsibility of complying with Section 3 regulations and ensuring compliance among their contractors and subcontractors. The Federal code established penalties for Section 3 violations and non-compliance (24 CFR Part 75 135.38(f)).

Failure to comply with the requirements of Section 3 may result in a monitoring finding or sanctions that may include:

1. Debarment or suspension of funds.
2. Termination of subrecipient agreement/contract.

#### Section 3 Reporting Requirements:

Reporting of Labor Hours – Subrecipients MUST report in a manner prescribed by HUD:

1. The total number of labor hours worked.
2. The total number of labor hours worked by Section 3 workers.
3. The total number of labor hours worked by Targeted Section 3 workers.

For all projects employing Section 3 workers, the subrecipient or contractor MUST maintain one of the following (in order of priority) to demonstrate Section 3 status of the worker:

1. Worker income self-certification: See the **Section 3 Worker Certification Form** below. Each worker on the project must complete the provided certification form to be kept in the project record for reference when tracking and aggregating labor hours worked.

2. The worker is employed by Section 3 Business Concern: The contractor or subcontractor can provide documentation that it qualifies as a Section 3 Business Concern. All employees of a qualifying business will be considered Section 3 workers.
3. Worker is a YouthBuild participant: Verifiable documentation **MUST** be provided by the worker or the employer showing the worker is participating in a YouthBuild program.
4. Employer wage record: The employer can provide certified documentation that the worker's income from that employer is below the income limit for the corresponding family size when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis. Submit documentation with the **Contractor's Permanent Workforce Form** located below.

*Note – Documentation submitted by employers should only contain employee names, state, and county of residence, annual income, and a certifying signature and date. DO NOT include any information such as social security numbers or bank account information.*

**Contractors or subcontractors who wish to be identified as a Section 3 Business *MUST* complete the Section 3 Business Self-Certification Form below and provide the backup documentation.**

Steps for Complying:

1. Include Section 3 language in all advertisements for RFQ/RFP and bid documents.
2. Check Illinois' Disadvantaged Business Registry as part of the Business Enterprise Program (BEP) keep documentation of any correspondence with Section 3 businesses.
3. Submit employment opportunities to Illinois WorkNet agencies.
4. Include the "Contractors Requirements" and "Intent to Comply with Section 3 Requirements" forms with all procurement documents. "Intent to Comply with Section 3 Requirements" form **MUST** be signed by bidders and returned with bid documents.
5. If a Section 3 business submits a bid for an opportunity associated with the CDBG/HOME project, the Subrecipient **MUST** give priority to the greatest extent feasible. Refer to Priority Considerations for contracting.
6. Describe Section 3 requirements at pre-bid meeting and/or the pre-construction conference. Document through notes, official meeting minutes, etc. that this discussion took place and provide all required materials to the contractor(s).
7. Include Section 3 language with ALL contracts and subcontracts associated with the CDBG/HOME contract.
8. At the time the Subrecipient and contractor enter an agreement, identify if any employment/training opportunities will result from the CDBG/HOME funded project.
  - a) Post signs advertising employment, training, or subcontracting opportunities that will be available because of the Section 3 project and activities in conspicuous places at the work site where potential applicants can review them.
  - b) Send notice of the opportunities to the Illinois WorkNet local job center use Section 3 Employment Notice provided below.
  - c) Inform contractors/subcontractors of hiring and training preferences to be given to Section 3 workers and order of priority as described above.
  - d) Provide "Section 3 Contractor's Report," "Section 3 Business Certification," and "Section 3 Worker Certification" to contractor/subcontractors to document Section 3 Businesses and Workers.
  - e) Use submitted Section 3 Worker Certification forms to identify which workers are Section 3 workers and Targeted Section 3 workers. All hours worked, the hours worked by Section 3 workers and Targeted Section 3 workers must be reported the GRANTEE.
9. Maintain documentation of qualitative efforts by the contractor, and subcontractors to engage Section 3 workers in employment and training opportunities and to contract with Section 3 Business Concerns for reporting of Safe Harbor Compliance when the Section 3 Goals/Benchmarks are not met.
10. Keep documentation of all Worker, Employer and Business Certifications, as well as outreach efforts to Section 3 Businesses and Section 3 Workers, on file for project monitoring.
11. Submit Section 3 Contractor's Report and Safe Harbor Compliance form to GRANTEE at the time of project closeout (not including leverage funded activities).

### Section 3 Clause

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

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs 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. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implements 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 or 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 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 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. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. 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.

## CONTRACTOR'S REQUIREMENTS

1. The Prime Contractor must submit the "Intent to Comply with Section 3" form with the bid packet. Failure to do so shall result in the bid being incomplete.
2. The Prime Contractor must notify all sub-contractors of their responsibilities under Section 3
3. The Prime Contractor must provide a permanent workforce breakdown of all current employees and identify those Section 3 workers that were hired within the last five years.
4. The Prime Contractor must provide an estimated breakdown of potential hires for the awarded project and timeline of anticipated hiring.
5. The Prime Contractor must refrain from contracting with sub-contractors as to whom they have received notice or have knowledge that the sub-contractors have been found in violation of the regulations in 24 CFR 75.
6. Maintain records that document a good faith effort to utilize Section 3 workers and Target Section 3 workers as trainees and employees and any other qualitative efforts to comply with Section 3. (Requirement applies to both contractors and sub-contractors.)

Record keeping requirements for recipients are found at 24 CFR § 75.31. The contractor is required to maintain documentation to demonstrate compliance with the regulations and is responsible for requiring their subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers and Targeted Section 3 workers.

## INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

### **(To be provided with procurement documents and returned with all submitted bids)**

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 75] is HUD's legislative directive for ensuring that economic opportunities resulting from HUD financial assistance, including employment, job training, and contracting are, to the greatest extent feasible, directed to low- and very low-income persons. The regulations seek to ensure that public housing residents and low- and very low- income persons, and the businesses that employ these individuals, are notified about the expenditure of HUD funds in their community and encouraged to seek opportunities, if created.

A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. Is a low or very low-income worker, which means that the worker's income is below the income limit established by HUD; which is 80% of the area median income.
2. The worker is employed by a Section 3 business concern.
3. The worker is a YouthBuild participant.

A Targeted Section 3 Worker is defined as a Section 3 worker who fits one of the following categories:

1. A worker employed by a Section 3 business concern.
2. Worker living in the service area or neighborhood of the project.
3. A YouthBuild participant

A Section 3 Business Concern is defined as a business in which:

1. At least 51% owned by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. At least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Please complete the following:

1. If awarded a contract for this CDBG/HOME funded project, do you anticipate being able to determine employees' hourly wages and addresses? **YES** **NO**

If yes, please estimate the number of hours to be completed on the project by all workers:

\_\_\_\_\_

2. Is your business a Section 3 Business? **YES** **NO**

3. Is the bidder willing to consider subcontracting with Section 3 Businesses for this project? **YES**  
**NO**

I understand that this contracting opportunity is subject to HUD Section 3 requirements (24 CFR Part 75). I have read and understand the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project. If awarded a contract, the business commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the business agrees to provide reports to \_\_\_\_\_ on Section 3 efforts and accomplishments.

\_\_\_\_\_  
Name of Contractor/Subcontractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



SECTION 3 WORKER CERTIFICATION FORM

A Section 3 Worker seeking the preference in training and employment shall certify eligibility (as defined in Section 75.5) by residency and household income. Please certify below and submit documentation, if available and applicable, to the recipient contractor or subcontractor.

I (Name) \_\_\_\_\_, am a legal resident.

of (Community) \_\_\_\_\_

My permanent address is \_\_\_\_\_

Income limits can be found at <https://www.huduser.gov/portal/datasets/il.html>

- My income for the previous year was below the amount next to the household/family size I checked on the table above.
- I am employed by a Section 3 business concern.
- I am a Youthbuild participant.
- I live within 1 mile of the project site for this federally funded project OR I have been informed I live within an allowed project service area.
- None of the above apply to me.

I affirm that the information contained in this report, including the above statements, are true, complete, and correct to the best of my knowledge and belief. Any false statements made knowingly and willfully may subject the signer to penalties under Section 1010 of Title 18 of the United States Code.

\_\_\_\_\_  
Worker's Signature

\_\_\_\_\_  
Date Signed

Section 3 Business Concern Certification Form

To Self-certify as a Section 3 Business your company/firm per 24 CFR 75, must meet one of the listed categories below. You must provide supporting documentation with this form to be properly and completely confirmed as a Section 3 business.

Section 3 Business Category	Required Documentation	Mark which category
It is at least 51% owned by low or very low-income persons	Proof of ownership showing all owners and their percentage and a completed Section 3 self-certification form for all low	
Over 75% of the labor hours performed for the business was performed by low or very low-income persons	Provide the last 90 days full payroll for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self-Certification for all low and very low-income workers.	
It is a business at least 51% owned by current public housing residents or residents who currently live in Section 8 assisted housing.	Proof of ownership showing all owners and their percentages and a Section 3 worker self-certification form for all public housing and/or Section 8 owners.	

I hereby certify to the US Department of Housing and Urban Development (HUD) that all the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 business.

\_\_\_\_\_  
Printed Name Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Company

SECTION 3 BUSINESS OWNER CERTIFICATION FORM

A business owner seeking Section 3 Business Certification shall certify and submit this form in conjunction with the Section 3 Business Concern Self-Certification form.

\_\_\_\_\_  
Owner Name

\_\_\_\_\_  
Percent Ownership of Business

Household Income Guidelines:  
Circle the number of people in your (the owner's) household.

Household/ Family Size	Income Limit
1	
2	
3	
4	
5	
6	
7	
8	

Income limits can be found at <https://www.huduser.gov/portal/datasets/il.html>

- My income for the previous year was below the amount next to the household/family size I checked on the table above.
- I currently reside in public housing or Section 8 assisted housing.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation.

\_\_\_\_\_  
Printed Name Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Company

FINAL SECTION 3 UTILIZATION REPORT FORM

**(To be Completed by contractors and subs for all Projects at or exceeding \$200,000)**

Project Name \_\_\_\_\_ Number \_\_\_\_\_

Wage Determination Number/Mod: \_\_\_\_\_

Total Number of Labor Hours on Project	
Total Labor Hours	
Total Section 3 Worker Hours	
Total Targeted Section 3 Worker Hours	

Percentage of Labor Hours – Section 3 Workers 25%, Targeted Section 3 5%	
Percentage of Section 3 Worker Hours	
Percentage of Targeted Section 3 Worker Hours	

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Company \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Safe Harbor Compliance Form

Per 24 CFR Part 75, If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in § 75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

- 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 (e.g., 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 (e.g., 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 Section 3 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: \_\_\_\_\_

\_\_\_\_\_  
Printed Name Title

\_\_\_\_\_  
Signature Date

SECTION 3 NOTICE TO CITIZENS IN THE **PROJECT AREA**

OPPORTUNITY FOR WORK

The \_\_\_\_\_ has received Community Development Block Grant/HOME Investment Partnerships Program funds from Madison County, IL for \_\_\_\_\_.

This grant/loan will provide the \_\_\_\_\_ the opportunity to search for eligible local citizens interested in participating in the project. Section 3 of the Housing and Urban Development Act of 1968, as amended through 1994, provides that to the greatest extent feasible, preference for economic opportunities will be given to citizens **within a one-mile radius of the \_\_\_\_\_ project** who are determined to be low- and very low-income individuals. A low- and very low-income individual can be calculated by documenting household income of less than 80 percent of the county median income. Opportunities such as job training and employment that arise through this Community Development Block Grant project will be directed toward City/County residents. A Section 3 business concern can be eligible for a Section 3 contract as awarded in connection with CDBG/HOME projects if they meet at least one of the following criteria, documented within the last six-month period:

- It is at least 51 percent owned and controlled by low- or very low-income persons;
- Over seventy-five (75) percent of the labor hours performed by the business are performed by low- or very low-income persons; or
- 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.

Section 3 requirements apply to the Community as a grantee, if the project activity is more than \$200,000 in funding from housing and community development financial assistance programs.

If you wish to determine if you qualify or have an interest in serving as a subcontractor for this project, please contact.

For more information, please contact:

**CONTACT INFO**

# **BUILD AMERICA, BUY AMERICA CERTIFICATION FORM**

# BUY AMERICA CERTIFICATION FORM

## Build America, Buy America Act (BABA)

### GENERAL INFORMATION

1. GRANTEE: <b>CITY OF TROY</b>		
2. CONTRACTOR:	3. ACTIVITY NAME: <b>ZENK RD RECONSTRUCTION PH 2</b>	

### MATERIALS

**For material type, please select one of: Iron & Steel, Construction Materials – Specifically Listed, Construction Materials – Not Specifically Listed, or Manufactured Products.**

1A. MATERIAL TYPE:	1C. LOCATION OF PRODUCT:	1D. DESCRIPTION:
1B. NAME OF MANUFACTURER:		
2A. MATERIAL TYPE:	2C. LOCATION OF PRODUCT:	2D. DESCRIPTION:
2B. NAME OF MANUFACTURER:		
3A. MATERIAL TYPE:	3C. LOCATION OF PRODUCT:	3D. DESCRIPTION:
3B. NAME OF MANUFACTURER:		
4A. MATERIAL TYPE:	4C. LOCATION OF PRODUCT:	4D. DESCRIPTION:
4B. NAME OF MANUFACTURER:		
5A. MATERIAL TYPE:	5C. LOCATION OF PRODUCT:	5D. DESCRIPTION:
5B. NAME OF MANUFACTURER:		
6A. MATERIAL TYPE:	6C. LOCATION OF PRODUCT:	6D. DESCRIPTION:
6B. NAME OF MANUFACTURER:		
7A. MATERIAL TYPE:	7C. LOCATION OF PRODUCT:	7D. DESCRIPTION:
7B. NAME OF MANUFACTURER:		
8A. MATERIAL TYPE:	8C. LOCATION OF PRODUCT:	8D. DESCRIPTION:
8B. NAME OF MANUFACTURER:		
9A. MATERIAL TYPE:	9C. LOCATION OF PRODUCT:	9D. DESCRIPTION:
9B. NAME OF MANUFACTURER:		
10A. MATERIAL TYPE:	10C. LOCATION OF PRODUCT:	10D. DESCRIPTION:
10B. NAME OF MANUFACTURER:		
11A. MATERIAL TYPE:	11C. LOCATION OF PRODUCT:	11D. DESCRIPTION:
11B. NAME OF MANUFACTURER:		

MATERIALS		
12A. MATERIAL TYPE:	12C. LOCATION OF PRODUCT:	12D. DESCRIPTION:
12B. NAME OF MANUFACTURER:		
13A. MATERIAL TYPE:	13C. LOCATION OF PRODUCT:	13D. DESCRIPTION:
13B. NAME OF MANUFACTURER:		
14A. MATERIAL TYPE:	14C. LOCATION OF PRODUCT:	14D. DESCRIPTION:
14B. NAME OF MANUFACTURER:		
15A. MATERIAL TYPE:	15C. LOCATION OF PRODUCT:	15D. DESCRIPTION:
15B. NAME OF MANUFACTURER:		
16A. MATERIAL TYPE:	16C. LOCATION OF PRODUCT:	16D. DESCRIPTION:
16B. NAME OF MANUFACTURER:		
17A. MATERIAL TYPE:	17C. LOCATION OF PRODUCT:	17D. DESCRIPTION:
17B. NAME OF MANUFACTURER:		
18A. MATERIAL TYPE:	18C. LOCATION OF PRODUCT:	18D. DESCRIPTION:
18B. NAME OF MANUFACTURER:		
19A. MATERIAL TYPE:	19C. LOCATION OF PRODUCT:	19D. DESCRIPTION:
19B. NAME OF MANUFACTURER:		
20A. MATERIAL TYPE:	20C. LOCATION OF PRODUCT:	20D. DESCRIPTION:
20B. NAME OF MANUFACTURER:		
21A. MATERIAL TYPE:	21C. LOCATION OF PRODUCT:	21D. DESCRIPTION:
21B. NAME OF MANUFACTURER:		

CERTIFICATION		
<p><b>I hereby certify the materials to be installed pursuant to the attached Bid Submittal conform to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58. Signing this document does not relieve the signee of providing evidence of compliance upon request by MCCD or HUD.</b></p> <p><b>By signing, I certify the statements above are true to the best of my ability and knowledge and that the listed materials for use in this project funded by federal dollars were produced in the United States of America.</b></p>		
CONTRACTOR NAME:	CONTRACTOR SIGNATURE:	DATE:
COMPANY NAME:		

**PURPOSE:** The “Buy America Certification Form” is used to certify that, as required by federal law, all of the iron, steel (for FY23 funded projects and forward), specific construction materials – non-ferrous metals, lumber, composite building materials, plastic and polymer based pipe and tube, (for FY24 funded projects and forward), all construction materials, including manufactured products (for FY25 funded projects and forward) utilized in federally funded projects with an aggregate of \$250,000 or more funds, including HUD CDBG funds, are produced in the United States in a manner that complies with the Build America, Buy America Act, unless an applicable waiver applies or is granted by the Made in America Office of Management and Budget (MIAO).

**GENERAL INFORMATION:** BABA guidance requires the following Buy America preference:

- 1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- 2) All listed manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and, for FY 2025 funded projects forward;
- 3) All (listed and non-listed) construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States. The Build America, Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

The Prime Contractor is responsible for all subcontractors and for ensuring that all manufacturers and suppliers certify materials with the understanding that those certifying the material assume full legal responsibility of the material and are subject to providing documentation verifying the material meets all requirements upon demand. Any additional materials needed for the project should be itemized, specify if BABA applies, and then certified by the engineer and maintained in the grantee's records with the official Change Order.