

**CITY OF BERWYN  
COOK COUNTY, ILLINOIS**

**NOTICE TO CONTRACTORS  
SPECIAL PROVISIONS  
PROPOSAL**

**FOR**

**2016 C.D.B.G. LUMINAIRE REPLACEMENT  
HUD ACTIVITY NO. 608**

**CITY OFFICIALS:**

**ROBERT J. LOVERO, MAYOR  
THOMAS J. PAVLIK, CITY CLERK**

**Prepared By:**

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Phone: 630/887-8640 Fax: 630/887-0132**

**Project No. 16222**

**April 2016**

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## INVITATION FOR BIDS

**NOTICE IS HEREBY GIVEN** by the Mayor and City Council of the **CITY OF BERWYN**, Cook County, Illinois, that sealed bids will be received for the following improvement:

### 2016 CDBG LUMINAIRE REPLACEMENT HUD ACTIVITY NO. 608

The proposed improvement consists of the replacement of existing residential high pressure sodium luminaires with new LED luminaires at various locations throughout the City.

Said bids will be received up to the hour of **10:00 A.M.** on the **19<sup>th</sup>** day of **May, 2016**, at the office of the **City Clerk**, in the **City of Berwyn, 6700 W. 26<sup>th</sup> Street, Berwyn, Illinois 60402**, and will be publicly opened and read at that time.

The bidding forms and documents are available at the office of **Frank Novotny & Associates, Inc., 545 Plainfield Road, Suite A, Willowbrook, Illinois 60527 (630-887-8640)**, upon payment of the sum of **Fifty Dollars (\$50.00)**, which is not refundable. The Engineer has been authorized to refuse to issue Specifications and Proposals to any person, firm, or corporation that he or she considers to be unqualified. Proposals must be submitted on the forms provided. No Proposals will be issued to Bidders after **12:00 Noon** on the **18<sup>th</sup>** day of **May, 2016**. All proposals or bids must be accompanied by a Bid Bond, Cash, or Certified Check made payable to the **City of Berwyn** in the amount of not less than five percent (5%) of the total amount of the Proposal as a guarantee that if the Proposal is accepted, a Contract will be entered into and the performance of the Contract is properly secured.

No bid shall be withdrawn after the opening of the proposals without the consent of the Mayor and City Council of the City of Berwyn for a period of **forty-five (45)** days after the scheduled time of closing bids.

The Bidder is specifically advised that the City of Berwyn is a Subgrantee of the County of Cook of a grant made pursuant to the Housing and Community Development Act of 1974 as amended, pursuant to an agreement entered into and between the County of Cook and the City of Berwyn. Payments to the Contractor will be made by the City only after it has received the funds to make such payments from the County of Cook in accordance with the terms of the aforesaid agreement. Further, in compliance with the Stevens Amendment to the Department of Defense Appropriation Act of 1989, the estimated percentage of the total cost of this project to be funded with federal dollars is **NINETY PERCENT (90%)** and the exact dollar amount of federal funds which will be set aside for this project will be based on the contract amount awarded under this offering.

### APPLICABLE FEDERAL REQUIREMENTS

All laborers and mechanics employed by Contractor or Subcontractor(s) on construction work for this project shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act as amended (U.S.C. 76-276a-5), and shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) and the Contractor and Subcontractor(s) shall comply with all regulations issued pursuant to these Acts and other applicable Federal laws and regulations pertaining to labor standards. The Secretary of Labor has, with respect to the labor standards specified in this Section, the authority and functions set forth in Reorganization Plan Number 14 of 1950 (5 U.S.C. 113z-15) and Section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c).

**APPLICABLE FEDERAL REQUIREMENTS (Continued)**

All Contracts and Subgrantees for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback Act" (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3).

Each Bidder is required to comply with Equal Employment Opportunity for Community Development Block Grants, a copy of which is on file with the City Clerk and is available for inspection.

Compliance with "Section 3", which calls for affirmative action by the Contractor to train and hire lower income residents of the project area and to subcontract with local small businesses, is required on this project.

An explanation of the applicable federal requirements previously mentioned is provided in the Special Provisions of the Bid Specifications.

The successful Bidder for the construction of the improvement will be required to file a Performance Bond equal to one hundred percent (100%) of the bid, with sureties to be approved by the Mayor and City Council, which Performance Bond shall be conditioned upon proper and faithful performance by the Contractor of the work specified in accordance with the Plans and Specification therefore, according to the time and terms and conditions of the Contract; and also that the Bidder and Contractor shall properly pay all debts incurred by the Contractor in the execution of the work, including those for labor and materials furnished.

The Contractor shall be required to furnish sufficient insurance or guaranty of indemnity to the City of Berwyn, Illinois, and the County of Cook, Illinois, against any and all claims which might arise for damages to persons or property due to the negligence of the Contractor or Subcontractor(s), or their officers, agents, employees or servants, during the construction of said improvement and until the said improvement has been finally accepted as complete by the Mayor and City Council of the City of Berwyn. The right to reject any and all Proposals or Bids is reserved.

Dated at Berwyn, Illinois, this 26<sup>th</sup> day of April, 2016.

**MAYOR AND CITY COUNCIL  
CITY OF BERWYN**

By: Robert J. Lovero (s)  
Mayor

**ATTEST:**

By: Thomas J. Pavlik (s)  
City Clerk

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## SPECIAL PROVISION

The following Provisions, as marked with an "X", shall apply to this Proposal:

### PREQUALIFICATION OF BIDDERS

Prequalification of bidders in accordance with Article 102.01 of the "Standard Specifications" will be required of all bidders on this Proposal.

Therefore, before securing a Proposal form, the Contractor must submit evidence of prequalification by furnishing the Engineer with a current "Certificate of Eligibility" from the Illinois Department of Transportation for this kind of work.

### AFFIDAVIT

Bidder shall complete and submit with his Proposal an "Affidavit of Availability" (Form BC 57) listing all uncompleted Contracts, including subcontract work, all pending low bids not yet awarded or rejected, and equipment available.

### X WAIVER OF BIDDER PREQUALIFICATION

The provisions of Article 102.01 are not applicable to this Proposal.

### X "STATEMENT OF EXPERIENCE" REQUIREMENT

Bidders who have not previously demonstrated their ability to perform this type of work with the Engineer shall submit a "Statement of Experience" consisting of a list of previous projects of similar nature for evaluation by the Engineer in order to receive Plans. The Owner reserves the right to issue Bid documents only to those Contractors it deems qualified.

In addition, at the request of the Engineer, the low bidder must submit a complete list of all projects performed within the last 24 months. This list shall consist of the name of the Owner, the size, type, and nature of the project, the cost, a key contact person and their phone number. This list shall be reviewed and evaluated by the Engineer to serve as a basis for making a recommendation of award of a Contract to the Owner.

**\* SPECIAL PROVISION \***

**SUBMITTING BID DOCUMENTS**

Some of the documents included in this booklet include the inscription "**Return with Bid**". It should be understood that this Provision supplements Section 102 of the "Standard Specifications", and gives the Contractor the option of submitting the entire "Specification Booklet" as his Proposal, or just certain forms marked "Return with Bid". If the Contractor elects to return only certain pages and not the entire book, he shall insure that all said marked pages are returned, including, but not limited to, the Cover Sheet, Bid Bond, Bidder's Affidavit, Proposal, all Certifications, and any Addenda.

Also, the Plans, Specifications, and other documents designated in the Proposal booklet will be considered part of the Proposal whether attached or not. Any Addenda officially issued shall be attached to the Cover Sheet of the Proposal booklet when the bid is submitted, with the content of the Addenda being incorporated into the unit prices submitted in the bid.

**Proposal forms are non-transferable.** Only those Proposals that have been obtained from, and with the approval of, Frank Novotny & Associates, will be accepted at the bid opening.

## **SPECIAL PROVISION**

### **CONTRACTOR AND SUBCONTRACTOR, SUBSTANCE ABUSE PREVENTION POLICY**

Pursuant to P.A. 95-0635 (the "Substance Abuse Prevention on Public Works Act"), employees of the Contractor and employees of any Subcontractor are prohibited from the use of drugs or alcohol, as defined in the Act, while performing work on any public works project.

Before the Contractor or Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P.A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P.A. 95-0635.

The Contractor and any Subcontractor shall file with the public body engaged in the construction of the public works: a copy of the substance abuse prevention program along with a cover letter (sample format follows) certifying that their program meets the requirements of the Act or a letter certifying that the Contractor or Subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act. A certification form is included in this document in Section "D" and must be completed by the Contractor and each Subcontractor to this Contract.

**Sample Cover Letter**

Date

**(Name and address of public body)**

**Re: Substance Abuse Prevention Program**

Pursuant to Public Act 95-0635, the undersigned hereby certifies that it is in compliance with the terms and provisions of the Substance Abuse Prevention on Public Works Act. In particular, the undersigned hereby represents and warrants to the **City of Berwyn** as follows:

**(complete either A or B below)**

- A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

\_\_\_\_\_  
Contractor/Subcontractor

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

\_\_\_\_\_  
Signature of Authorized Representative

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

- B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635 **[attach a copy of the program]**.

\_\_\_\_\_  
Contractor/Subcontractor

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

\_\_\_\_\_  
Signature of Authorized Representative

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

## **SPECIAL PROVISION**

### **AWARD CRITERIA AND REJECTION OF BIDS**

This Contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the municipality in the Proposal and Contract documents. The issuance of Plans and Proposal forms for bidding based upon a pre-qualification rating shall not be the sole determinant of responsibility. The municipality reserves the right to determine responsibility at the time of award, to reject any and all Proposals, to re-advertise the proposed improvements, and to waive technicalities.

**\* SPECIAL PROVISIONS \***

The "Standard Specifications for Road and Bridge Construction", as prepared by the Illinois Department of Transportation, dated April 1, 2016, shall govern all work included in this project. The "Supplemental Specifications and Recurring Special Provisions", the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and the "National Electric Code", which are in effect on the date of invitation for bids shall also govern, as appropriate. The following Special Provisions included herein apply to and govern the proposed improvement and, in case of conflict with any part or parts of said Specifications, said Special Provisions shall take precedence and shall govern.

**DEFINITIONS:** The following list of definitions amends Section 101 of the "Standard Specifications for Road and Bridge Construction".

**Owner** - Shall mean the awarding authority of the agency who is to be a party of this Contract, i.e., Mayor and City Council, President and Board of Trustees, Board of Commissioners, or other governmental body as appropriate.

**Engineer** - Shall mean Frank Novotny & Associates, Inc., their officers, employees, and agents who are employed by the Owner to act as their professional representative on the project.

**Project** - Shall mean all work described and/or shown in the Plans and Specifications that are part of the Contract between the Contractor and the Owner.

**PREFERENCE IN EMPLOYMENT:** No person shall be refused or denied employment in any capacity on the grounds of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Owner.

The Illinois Human Rights Act applies fully to this Contract and this Contract shall be performed in all respects in compliance with the Illinois Human Rights Act 775 ILCS 5/1-101, et seq., and the Illinois Public Works Employment discrimination Act 775 ILCS 10/0.01, et seq.

**LAWS TO BE OBSERVED:** The Contractor shall keep himself fully informed of all existing and future Federal, State, County, and Municipal laws, ordinances and regulations which in any manner affect those engaged or employed in the work or the materials used in the work or the conduct of the work or the rights, duties, powers or obligations of the Owner or of the Contractor or which otherwise affect the Contract, and of all orders or decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times observe and comply with, and shall cause all his agents, Subcontractors and employees to observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all of its officers, agents, and employees, and the Engineer against any claim, loss, or liability arising or resulting from or based upon the violations of any such law, ordinance, regulation, order or decree, whether by himself or by his agents, Subcontractors or employees. If any discrepancy or inconsistency is discovered in the Plans, Contract Drawings, Contract Specifications or other Contract Documents for the work in relation to such laws, ordinance, regulation, orders, or decree, the Contractor shall forthwith report the same to the Engineer.

**REVIEW OF PROJECT SITE AND CONTRACT DOCUMENTS:** By preparing his bid on the Project, the Contractor acknowledges and agrees that the Contract Specifications and drawings are complete, and sufficient to enable the Contractor to determine the cost of the work and to enable him to construct the work, in accordance with all applicable laws and regulations governing the work, and otherwise to fulfill his obligations under and as provided in the Contract. The Contractor further acknowledges that he has visited and examined the site, including all physical and other conditions affecting the work and is fully familiar with all of the conditions affecting the same and has considered all these factors in preparing his bid.

In connection therewith, the Contractor specifically represents and warrants to Owner that he has, by careful examination, satisfied himself as to: (1) the nature, location, and character of the project and the site, including, without limitation, the surface conditions of the site and all structures and obstructions thereon and thereunder, both natural and manmade, and surface water conditions of the site and the surrounding area, and subsurface conditions and subsurface water conditions (if a Soils Report is available for examination prior to the bid date); (2) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the work in the manner and within the cost and time frame required by the Contract. All work shall conform to the Contract, including the drawings and Specifications. No change therefrom shall be made without Owner's and Engineer's prior written approval.

**PROJECT ENGINEER:** The bidder is hereby advised that although the above-designated Standard Specifications shall govern the construction of this improvement, the Illinois Department of Transportation will not have jurisdiction over the construction. Jurisdiction for this improvement will be vested in the Owner and their duly authorized representative, Frank Novotny & Associates, Inc., 545 Plainfield Road, Suite A, Willowbrook, Illinois 60527, 630-887-8640.

The Engineer shall have the authority to review and periodically observe the Contractor's performance for compliance with the Plans and Specifications, make all interpretations in the Plans and Specifications, condemn or reject work that is found not to be in compliance, determine the amounts to be paid to the Contractor, and make minor changes in the work that he deems necessary and to be in the best interest of the Owner.

The Engineer is not responsible for advising the Contractor on various construction methods, means, techniques, sequences, procedures, or any safety precautions, and has no authority in giving the Contractor any instructions in this regard. The Engineer is not a project supervisor. All supervisory responsibilities are that of the Contractor.

The Engineer makes no warranties, either expressed or implied, in connection with the Contractor's or Subcontractor's work performed on this project, and shall not be responsible for the Contractor's or Subcontractor's means, methods, techniques, sequences or procedures, timely performance, safety programs and/or precautions incident thereto, or construction, since they are solely the Contractor's rights and responsibilities under these Contract documents.

Additionally, the Engineer has no authority to stop work on behalf of the Owner. Nor shall the Engineer be responsible for the acts or omissions of the Owner in connection with this project, or the failure of the Owner, any Architect, Engineer, Consultant, Contractor or Subcontractor to carry out their respective responsibilities in accordance with these Contract documents.

**EQUAL EMPLOYMENT OPPORTUNITY:** The Contractor shall comply with all federal, state and local laws, rules and regulations applicable to the work including without limitation building codes, the Americans with Disabilities Act, the equal employment opportunity clause of the Illinois Human Rights Act and the rules and regulations of the Illinois Department of Human Rights, and all laws and regulations pertaining to occupational and work safety and disposal of construction debris.

In the event of the Contractor's non-compliance with the provisions of this equal opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future Contracts of subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, or the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

- (a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, citizenship status, military status, age, physical or mental handicap unrelated to ability or association with a person with a disability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization;
- (b) That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
- (c) That, in all solicitations or advertisements, for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, natural origin or ancestry, citizenship status, military status, age, physical or mental handicap unrelated to ability or association with a person with a disability, or an unfavorable discharge from military service;
- (d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's rules and regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and rules and regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder;
- (e) That it will submit reports as required by the Department's rules and regulations, furnish all relevant information as may from time to time be requested by the Department or the contract agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations;
- (f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain Department's rules and regulations;

- (g) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Contractor's obligations are undertaken or assumed, so that such provisions will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply herewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human rights Commission to be ineligible for Contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two (2) types of subcontracts referred to under Paragraph 7 of the Equal Employment Opportunity clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a Contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- (a) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part is utilized in the performance of any one or more Contracts; or,
- (b) under which any portion of the Contractor's obligations under any one or more Contracts, if performed, undertaken, or assumed.

**EXECUTION OF CONTRACT:** The Contract shall be executed by the successful bidder and returned together with the Contract Bond within seven (7) days after the Contract has been mailed to the bidder.

**FAILURE TO EXECUTE CONTRACT:** Failure of the successful bidder to execute the Contract and file acceptable Bonds within seven (7) days after the Contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the Proposal Guaranty, which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under Contract, or otherwise, as the Owner may decide.

**NOTICE TO PROCEED:** Unless otherwise notified in writing by the Owner or the Engineer, the Contractor's "Notice to Proceed" with the work shall be the receipt of a fully executed copy of the Contract Document, after which the Contractor shall have ten (10) calendar days to mobilize and begin work in accordance with Article 108.03 of the Standard Specifications.

**CONTRACTOR PAYMENTS:** The Contractor will be paid from funds allocated for financing the project at monthly intervals in accordance with the provisions as outlined in the Standard Specifications. At the end of each calendar month, the Contractor shall submit to the Engineer a sworn statement of the value of work completed to date, a breakdown of amounts remaining to be completed, and partial Waivers of Lien from himself and all Subcontractors and material suppliers, and a sworn statement that those vendors are a complete list of all vendors that are employed on this Contract to complete the required work. All Waivers of Lien will be on the long form, a sample of which is attached hereto. The Owner will accept a single waiver from the General Contractor for

the first payment, with full waiver submittals, as described above, for all subsequent payouts. All partial Waivers shall be considered to be "Waivers of Lien to Date".

For partial payments, all Contractors and Subcontractors shall furnish certification that the work for which payment is requested has been performed and is in place, and to the best of their knowledge, information, and belief the quality of such work is in accordance with the Contract Specifications, subject to 1) any evaluation of such work as a functioning project upon substantial completion, 2) the results of any subsequent tests permitted by the Contract, and 3) any defects or deficiencies not readily apparent upon inspection of the work.

For final payment, the Contractor shall provide certification that the work has been performed in a satisfactory manner and in conformance with all requirements as stipulated in the Contract documents. Final payment will be issued after the entire project has been inspected and all outstanding items have been accepted by the Owner and the Engineer.

The Contractor shall receive final payment within thirty (30) to forty-five (45) days after issuance of the final payment authorization by the Engineer and receipt by the Owner of all required Contractor submissions in accordance with the Contract documents including, without limitation to an application for payment, together with a Contractor's sworn statement in a form acceptable to the Owner, final Waivers of Lien from the Contractor, all Subcontractors and material suppliers in a form acceptable to the Owner, and such other supporting documentation as the Owner may reasonably require to assure proper completion of the work free and clear of third party claims.

Any amounts of money owed by the Contractor to suppliers for tools, materials, equipment, or labor used or expended in connection with the work may be withheld from payments due the Contractor until the Contractor supplies adequate proof of payment, including duly notarized final Waivers of Lien. All sworn statements and Lien Waivers shall include language insuring the Owner that the Contractor and Subcontractors have paid all wages due employees performing work in connection with the project in accordance with the "Prevailing Wage Act", and that all materials were taken from fully-paid stock and delivered to the project in their own vehicles, or shall provide supporting Lien Waivers from material suppliers and transporters if such is not the case.

**GUARANTEE OF WORK:** Any defective material, or workmanship, or any unfaithful or imperfect work, which may be discovered before the final acceptance of the work and/or within one (1) year thereafter, shall be corrected immediately on the requirements of the Engineer, without extra charge, notwithstanding that it may have been overlooked in the previous inspections and estimates. Failure to review construction shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described.

To insure compliance with this provision, the Contract Bond shall remain in effect for a period of one (1) year from the date of final acceptance, which shall be defined as the date of the final payment estimate.

The Contractor warrants to the Owner and Engineer that all materials and equipment furnished under the Contract will be new and, in the case of equipment, in good working order, that all materials, equipment and labor furnished under the Contract will be free from defects of any kind and shall be in strict conformance with the Contract requirements. This warranty shall not be restricted by the limitations of any manufacturer's warranty or the one (1) year follow up warranty noted above, and shall be enforceable within the Statute of Limitation period as prescribed by law. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Liability or refusal of a Subcontractor or equipment

supplier responsible for the defective work or materials, to correct or replace same, shall not excuse the Contractor from performing under this warranty.

**EXISTING UTILITIES:** Existing public utilities, such as water mains, sewers, gas lines, street lights, telephone lines, electric power lines, cable television, etc., shall be protected against damage during the construction of this project. Whenever the location of an existing utility is known, the approximate location of said utility is indicated on the Plans. This information is given only for the convenience of the bidder and the Owner assumes no responsibility as to the accuracy of the information provided. The Contractor shall consider in his bid the location of all permanent and temporary utility appurtenances in their present or relocated positions, whether shown on the Plans or not, and no additional compensation will be allowed for delays, inconvenience, or special construction methods required in prosecuting the work due to the existence of said utilities.

The Contractor shall contact the Owners of all public and private utilities and obtain locations of all utilities within the limits of the proposed construction and make arrangements, if necessary, to adjust or move any existing utility at the utility company's expense. Any expense incurred by the Contractor in connection with making arrangements shall be borne by the Contractor and considered incidental to the Contract. It shall be this Contractor's responsibility to determine the actual location of all such facilities in the field.

The adjustment of all facilities of Nicor, AT&T, ComEd, Cable Television, etc., shall be done by the respective utility company and, if a conflict is known, are indicated on the Plans as to be done "**BY OTHERS**". All other utility adjustments to sewer, water, and other local facilities under the control of the Owner shall be performed under this Contract and will be paid for under the respective items in the Contract, unless otherwise indicated on the Plans or directed by the Engineer.

The Contractor shall contact **J.U.L.I.E. (1-800-892-0123)** at least 72 hours prior to commencement of work, for public utility locations. The Contractor shall also contact the Water Department of the Owner for location of their facilities, the Department of Public Works of the Owner for location of street lighting cable and sanitary sewers, and the Sanitary District, County, or local Water Commission for location of their facilities if not serviced by a municipal system. In areas on or adjacent to State or County highways, the Contractor shall notify the Electrical Department of the appropriate agency for location of traffic signal equipment. Any cost incurred for the locating of electric or traffic control facilities shall be borne by the Contractor, and no extra compensation shall be allowed.

**UTILITY REPAIR:** Whenever the Contractor or any Subcontractor damages an underground utility under the jurisdiction of the Owner or other Municipal agency, the Contractor shall proceed immediately to make the repairs or make arrangements for the repair of the damaged utility. The Contractor shall pay all costs associated with this work, utilizing the skills of a qualified repair Contractor of his own choosing or utilizing his own forces to make the necessary repairs. He shall furnish all labor, materials, and equipment necessary to restore any pipe-line, conduit, service line, etc. to their full and permanent service condition or cause them to be completed using outside Contractors.

All utilities shall be repaired immediately so that service is not interrupted any longer than necessary to any residences or businesses affected by this interruption. If a temporary repair is necessary, it shall be done immediately, and if subsequent permanent repairs are necessary, they shall be completed within one week's time (seven (7) days). The Engineer will be the sole authority in directing the Contractor as to the extent of work required to correct the damage to the standards expected by the Owner and as to what repairs need to be handled immediately, and

what can be deferred for a week's time. Should the necessary permanent repairs not be done within the time frame stated above, the Owner reserves the right to make the necessary arrangements to have said repairs made by their own maintenance Contractor and back charge the Contractor for all costs related thereto. No additional compensation will be allowed for the repair of any underground utilities damaged by the Contractor due to accidental damage. Any damage done to other public or private utilities shall be reported to the respective utility immediately and the Contractor shall be totally liable for any and all costs for said damage.

**PUBLIC NOTIFICATION:** When directed by the Owner to notify the public that certain activities included in this project may adversely affect or remove access to their property, buildings, or surroundings, the Contractor will be required to distribute "NOTICES" door to door. This may be necessary when driveway access is altered or removed, water service is to be interrupted, or when any other situation arises that requires the public to be notified. The Contractor shall furnish all necessary personnel to properly distribute said "NOTICES" as directed by the Owner or the Engineer in a time frame to be established by the Owner. All "NOTICES" shall be drafted by the Owner and/or Engineer and furnished to the Contractor for distribution. No "NOTICES" will be distributed that are not endorsed by the Owner or that are not on the Owner's letterhead. No additional compensation will be allowed for this effort.

**PROJECT SAFETY:** The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926), applicable provisions and regulations of the Occupational Safety and Health Administration (OSHA) Standards of the Williams-Steiger Occupational Health and Safety Act of 1970 (Revised), and the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America as applicable. The Contractor, Engineer, and Owner shall each be responsible for his own respective agents and employees. Neither the Engineer nor Owner have the authority to stop work should the Contractor be in violation of State and Federal Safety Regulations. The Contractor is responsible for carrying out all safety and health regulations on the job site for his own respective agents and employees and to insure the safety of the general public.

The Contractor shall be responsible for the supply and maintenance of any and all temporary facilities necessary to properly and safely complete the work. The Contractor shall provide and erect barricades or other safeguards which are adequate to warn of danger at the site and to protect persons and property from injury resulting from the work and shall otherwise comply with the requirements of the Contract Documents regarding matters of safety.

**CONSTRUCTION LAYOUT MATERIALS:** Attention is drawn to the Contractor that in accordance with Article 105.09 of the Standard Specifications, the Contractor will be required to furnish, at his expense, a sufficient quantity of staking materials, including stakes, lath, paint, etc., to adequately stake out line and grade for the proposed improvements. These materials shall be furnished prior to the beginning of construction and the Contractor shall provide sufficient time for the Engineer to properly stake all various units of construction. All staking and marking will be done on offset lines on permanently paved surfaces or stakes at the Engineer's option within the public right-of-way, and it will be the Contractor's responsibility to transfer the grades to the actual line of construction. Failure to provide the necessary materials will result in a delay in starting the project, which will count against the time allowed to complete the project.

Once the stakes have been set, the Contractor shall exercise proper care for the preservation of these stakes to prevent unnecessary losses and additional cost for restaking. Negligence on the part of the Contractor for preserving these stakes serves as just cause for the Engineer to be compensated for the additional cost of resetting those stakes which are displaced. The Engineer

will be compensated for his actual cost to reset said stakes, including all labor and materials furnished by the Engineer. All other provisions of the aforementioned section shall apply to this Contract.

**SHOP DRAWINGS:** Shop drawings shall be submitted for metal fabrication items such as bridges, meter vaults, etc. All shop drawings shall be approved by the Contractor prior to submittal to the Engineer for review. The Engineer shall not approve the shop drawings; it shall be the Contractor's responsibility to provide the necessary labor and material to comply with the Contract provisions.

**INSPECTION OF MATERIALS:** All hot-mix asphalt and concrete materials used on this project shall be tested and inspected in accordance with the Illinois Department of Transportation's QC/QA requirements.

The Contractor is to submit a QC plan for hot-mix asphalt and concrete materials to the Project Engineer for approval prior to construction operations commencing.

QC reports for hot-mix asphalt and concrete mixtures will be transmitted to the Project Engineer by the Contractor daily during production. The Project Engineer shall review and approve all QC reports prior to finalizing the project. A minimum of five percent (5%) of the contract amount will be withheld from the Engineer's Payment Estimate pending receipt of all QC documentation and approval by the Project Engineer.

The Contractor's attention is directed to Section 406.07(c) of the Standard Specifications. The Contractor will be required to cut cores from the completed pavement at the station or at locations determined by the Engineer. Nuclear Density Acceptance may be used in lieu of cores if both Quality Control and Quality Assurance have correlated nuclear gages.

**INCIDENTAL CONSTRUCTION:** Whenever the performance of work is indicated on the Plans or required in the Specifications and no provision is included in the Contract for payment, the work shall be considered incidental to the Contract and no additional compensation will be allowed. If such work is included on the Plans and not the Specifications, or vice versa, it shall be considered to be required in both and included in the work required under the Contract.

**PROFESSIONAL LANDSCAPE REQUIREMENT:** The Contractor shall procure the services of a qualified, experienced, competent and professional landscaping Contractor for all landscape work included in the Contract Plans and Specifications. The Contractor shall be responsible for the proper performance by such landscape Contractor for the landscape work required by the Contract Plans and Specifications, and such work shall be included in the Contractor's Guaranty and Warranty as provided in the Special Provisions of the Contract Specifications.

**BIDDER CERTIFICATIONS REQUIREMENT:** All bidders submitting a Proposal for this Contract are required to complete the following certifications that are enclosed in this document following the Proposal. The certifications of the successful bidder shall be attached to and become part of the construction Contract between the Contractor and the Owner. NO BID MAY BE ACCEPTED WHICH DOES NOT INCLUDE THESE CERTIFICATIONS.

- a) The Contractor must certify that it is not barred from contracting with any unit of state or local government, as a result of a violation of either Section 5/33E-3 (bid-rigging) or 5/33E-4 (bid-rotating) of the Criminal Code of 1961, 720 ILCS 5/22E-1 through 5/33E-13.

- b) The Contractor must also execute certification pursuant to 65 ILCS 5/11-42.1-1, in which the Contractor certifies that it is not delinquent in the payment of any taxes administered by the Illinois Department of Revenue.
- c) The Contractor must execute a certification pursuant to 30 ILCS 580/1, et seq., ("Drug-Free Workplace Act") and require that all Subcontractors furnish Certifications of Compliance with this Act.
- d) The Contractor must execute a certification pursuant to 775 ILCS 5/2-105(A)(4) "Sexual Harassment Policy Certification."
- e) The Contractor must execute a certification ("Substance Abuse Prevention Program Certification) pursuant to P.A. 95-0635 of the Substance Abuse Prevention on Public Works Act, and require that all Subcontractors furnish Certifications of Compliance with this Act.

**USE OF MUNICIPAL WATER:** A portion of the "Standard Specifications" governing methods of construction on various items of work that may be included in this Contract may necessitate the use of a supply of domestic water.

If the Owner under this Contract is a Municipal Corporation having jurisdiction over a public water supply, the Contractor will make his own arrangements to secure a supply of water, but all fees shall be waived and there will be no charge for water used to comply with the requirements of the Specifications. A meter deposit may, however, be required and the Contractor will be responsible for any damages to the meter, or to the water system due to improper use of the facilities.

If the Owner under this Contract is a "private party" or corporation other than a Municipal Corporation or Illinois unit of local government, the Contractor shall make the same arrangements as outlined above for securing said supply of water. If the work site is located within a Municipality and a public water supply is available, he shall make the necessary arrangements with the proper officials to use that water supply, if possible, secure a meter to quantify usage, and pay all costs including cost of water for those respective services.

No additional compensation will be allowed for compliance with this provision.

**TAXES:** If the Owner is a Municipal Corporation or Illinois unit of local government, such as a Village, City, Town, Park District, Sanitary District, Water Commission, or Township, etc., the Owner shall afford the Contractor the benefit of using their Tax Exempt status in the purchase of all materials and equipment that are incorporated into this project. Otherwise, the Contractor shall, without additional expense to the Owner, pay all applicable Federal, State, and local taxes, except taxes and assessments on the real property comprising the site of the project. Bids shall be calculated accordingly.

**COMPLETION AND FINAL PUNCHLIST:** After all work on this project is complete, the Engineer will prepare a final "Punchlist" of items that have not been completed to the satisfaction of the Owner or the Engineer, which require correction prior to final acceptance by the Owner. Upon issuance of the final "Punchlist", the Contractor will complete all work outstanding. The Engineer will reinspect the project to determine if all work has been completed. If all work is not complete, the Contractor will be considered in default, and the Engineer will recommend to the Owner that whatever means appropriate should be taken in placing the Contractor in default. All work shall be completed by June 12, 2015.

(SAMPLE)

**CONTRACT**

1. **THIS AGREEMENT**, made and concluded the \_\_\_\_\_ day of \_\_\_\_\_, 2016, between the City of Berwyn, acting by and through the Mayor and City Council, as the party of the first part, and \_\_\_\_\_ his/their executors, administrators, successors or assigns, known as the party of the second part.

2. **WITNESSETH:** That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all the materials and all labor necessary to complete the work in accordance with the Plans and Specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. **AND**, it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans as prepared by Frank Novotny & Associates, Inc., and designated as *2016 CDBG Luminaire Replacement – HUD Activity No. 608* are all essential documents of this Contract, and are a part hereto.

4. **IN WITNESS WHEREOF**, the said parties have executed these presents on the date above mentioned.

**Party of the First Part**

ATTEST:

The City of Berwyn

By \_\_\_\_\_

Thomas J. Pavlik, Clerk

Title Robert J. Lovero, Mayor

(SEAL)

**Party of the Second Part**

(If a Corporation)

Corporate Name \_\_\_\_\_

By \_\_\_\_\_

President

(If a Co-Partnership)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

Partners doing Business under the name of \_\_\_\_\_

(If an Individual)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Secretary  
(Corporate Seal)



**\* SPECIAL PROVISION \***

**INSURANCE PROVISIONS – COMPLETE**

**Description:** This item shall consist of the Contractor's efforts to protect the Owner, the Engineer, and any other parties listed herein, from any adverse actions that may result because of the construction activities by the Contractor or any of his Subcontractors. This shall include the Hold Harmless Provisions, as outlined below, and the necessary Insurance Provisions complete as described herein. All of the following provisions are included:

**Hold Harmless Provisions**

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Owner, its officials, agents, employees, and volunteers, its Engineer, Frank Novotny & Associates, Inc. and its agents and employees, and the Engineer's Consultants and their respective agents and employees, and the County of Cook, its officials, agents, employees, and volunteers, herein referred to as Indemnitees, from and against any and all claims for injuries, deaths, damages, losses, patent claims, suits, liabilities, judgments, economic losses and expenses, including but not limited to, attorney's fees arising out of or resulting from the performance of work under this Contract, provided that such claim, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of, tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, excluding any apportionate amount of any claim, damage, loss, or expense which is caused by a party indemnified hereunder. Such obligations shall not be construed as to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or persons described in this paragraph. The Contractor shall, at his own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom, or in connection therewith, and if any judgment shall be rendered against the Owner, its officials, agents, employees, or Frank Novotny & Associates, Inc. and its agents and employees, or their Subcontractors in any action, the Contractor shall at his own expense satisfy and discharge the same.

In any claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under worker's or workmen's compensation acts, disability benefits acts, or other employee benefit acts. Frank Novotny & Associates, Inc. is intended to be a third party beneficiary under this Contract.

The Contractor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner, its officials, agents, employees and Frank Novotny & Associates, Inc. and its agents and employees as herein provided.

**\* SPECIAL PROVISION \***

**INSURANCE PROVISIONS – COMPLETE, Cont'd.**

The Contractor further agrees, that to the extent that money is due the Contractor by virtue of this Contract, and as shall be considered necessary in the judgment of the Owner, funds may be retained by the Owner to protect itself and/or the Engineer against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Owner and the Engineer.

The Contractor and any Subcontractor engaged in the performance of any work on this project agree to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation, claims asserted by persons allegedly injured on the project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and agree to indemnify and defend the Owner and the Engineer and their agents, employees, and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence.

**Insurance**

Pursuant to the Hold Harmless Provisions as outlined above, the Contractor shall secure and maintain in effect at all times, at his expense, insurance of the following kinds and limits to cover all locations of the Contractor's operations, including all his Subcontractors, in connection with work on this project. The Contractor shall furnish Certificates of Insurance to the Owner and to the Engineer **before starting construction**, or within **seven (7) days** after the execution of the Contract by the Owner, whichever date is reached first. **If the Contractor fails to meet this time requirement for submitting the insurance to the Owner and to the Engineer, working days shall be assessed in accordance with Article 108.04 of the Standard Specifications, regardless of the fact that the Contractor may not commence with work due to his failure or inability to provide the necessary insurance as noted herein.** All insurance shall include a non-cancellation clause provision preventing cancellation without thirty (30) days written prior notice to the Owner and to the Engineer, and shall remain in effect throughout the life of the project.

Please take note that all of the insurance noted below is required. For example, the OWNER, FRANK NOVOTNY & ASSOCIATES, INC., and the COUNTY OF COOK must be named as additional insureds on a "primary, non-contributory basis" for Part 1 noted below. Also, a separate OCP policy naming the **OWNER & FRANK NOVOTNY & ASSOCIATES, INC. as the "NAMED INSUREDS"** must also be obtained as outlined under Part 2 below, and all insurance noted under Parts 3, 4 and 5 below must be provided, unless specifically deleted for this project.

**A. Minimum Limits of Insurance**

Contractor and his Subcontractors shall maintain limits of no less than:

**\* SPECIAL PROVISION \***

**INSURANCE PROVISIONS – COMPLETE, Cont'd.**

1. Contractors- Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000. The General Liability Policy shall include coverage for Contractual Liability and Broad Form Property Damage Coverage. OWNER, FRANK NOVOTNY & ASSOCIATES, INC., and the COUNTY OF COOK shall be named as Additional Insureds on a Primary Non-Contributory basis. All coverage afforded the "Additional Insureds" shall be for all ongoing and completed operations performed by the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them for all work associated with this project. The Policy will include a Per Project Aggregate Endorsement. Also, any "XCU Exclusions" shall be deleted.

The coverage to be afforded under this section is applicable to the work associated with the project, as outlined in this document, for claims arising from the negligent acts and/or omissions of the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them.

2. Owners and Engineers- Contractors Protective Liability: An OCP Policy shall also be provided having limits of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000. The General Liability Policy shall include coverage for Contractual Liability. The OWNER and FRANK NOVOTNY & ASSOCIATES, INC. will be the named insureds on this OCP Policy. There will be NO deductible or self-insured retention amount due on this OCP policy.

The coverage afforded by this OCP policy shall be primary and at no time shall any endorsements, additional forms, or riders be attached that would modify or limit said coverage.

3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage for any vehicle owned, leased, hired, or non-owned, used by the Contractor.
4. Workers' Compensation and Employers' Liability: Workers' Compensation limits and coverage for the specific type of work being performed as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per accident. The Policy will also include a Waiver of Subrogation in favor of the OWNER, FRANK NOVOTNY & ASSOCIATES, INC., and the COUNTY OF COOK.

**\* SPECIAL PROVISION \***

**INSURANCE PROVISIONS – COMPLETE, Cont'd.**

The coverage to be afforded under this section is applicable to the work associated with the project, as outlined in this document, for claims arising from the negligent acts and/or omissions of the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them.

5. Umbrella Liability: Umbrella Liability Policy for not less than \$2,000,000.

**Insurance under Parts 6, 7 and 8 below will be required if indicated by an "X".**

- \_\_\_ 6. Installation Floater: Contractor shall maintain "All Risk" coverage for construction materials going to the job site, at temporary storage locations, and at the job site.
- \_\_\_ 7. Builder's Risk: Shall insure against "All Risk" of physical damage for losses including but not limited to: fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, theft, smoke and water damage (flood and hydrostatic pressure not excluded), during the Contract time, on a completed value basis and in an amount not less than the Contract price totaled in the bid. The Policy will include "Theft of Building Materials" and "Soft Costs" coverages.
- \_\_\_ 8. Supplemental Insurance Coverage: Should the project require "supplemental" insurance coverage as deemed necessary by the Owner and/or Engineer, it shall be provided as outlined below:

<u>Type of Insurance</u>	<u>Limit Required</u>
a. _____	\$ _____
b. _____	\$ _____
c. _____	\$ _____

**Note: If "Contractor's Pollution Liability Insurance" is required as indicated above, both the OWNER and FRANK NOVOTNY & ASSOCIATES, INC. shall be named as "Additional Insureds" on a Primary Non-Contributory basis on that policy.**

**B. Contractor's Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions shall be the sole responsibility of the Contractor.

**\* SPECIAL PROVISION \***

**INSURANCE PROVISIONS – COMPLETE, Cont'd.**

**C. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Owner and the Engineer. It shall be the Contractor's responsibility to insure that said Notice is delivered to both the Owner and the Engineer by Certified Mail, "Return Receipt Requested".

**D. Acceptability of Insurers**

Insurance is to be placed with insurers with an A.M. Best's rating of A-, VIII, or higher.

**E. Verification of Coverage**

1. Contractor's Insurance:

Contractor shall furnish the Owner and the Engineer with "**Certificates of Insurance**" evidencing coverage required by this Section. The **Certificates** for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The **Certificates** shall be on standard forms provided by the insurance company or agent and are to be received and approved by the Owner and Engineer **before any work commences**. The Owner reserves the right to request full certified copies of the insurance policies. No manuscript policies will be allowed. (SEE SAMPLE "CERTIFICATE OF INSURANCE" ENCLOSED HEREIN.)

2. OCP Policy:

Contractor shall furnish the Owner and the Engineer with an "**Insurance Binder**" evidencing that the aforementioned coverage is bound by the Company to protect the Owner and the Engineer. This Insurance Binder shall be on the standard form provided by the insurance company or agent and is to be received and approved by the Owner and Engineer **before any work commences**.

**When issued, the original OCP POLICY shall be sent directly to the office of the Engineer, Frank Novotny & Associates, Inc., 545 Plainfield Road, Suite A, Willowbrook, IL, 60527. No manuscript policies will be allowed.**

3. It should also be noted that the Contractor is required to provide all the coverages specified herein, as well as assume the obligations of the conditions and requirements as stated herein. **The mere acceptance of the Insurance Certificates/Binder by the Owner or the Engineer shall not relieve the Contractor from any obligation for providing the protection required in these Specifications.**

**\* SPECIAL PROVISION \***

**INSURANCE PROVISIONS – COMPLETE, Cont'd.**

**F. Subcontractors**

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate **Certificates** for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein, excluding the requirement for obtaining a separate "OCP Policy" as may be stated herein.

**Basis of Payment:** This item shall be paid for at the Contract lump sum price for **INSURANCE PROVISIONS – COMPLETE**, which price shall be payment in full for providing all insurance as noted herein, including the cost of the OCP policy.

Payment will be made on the basis of the ratio of the total amount of work completed to date to the total value of the work required to be performed. **All insurance, including the OCP Policy, shall remain in full force and effect until the project has been accepted by the Owner, acceptance being defined elsewhere in these Specifications.**

Payment will not be made under this item if the actual OCP policy contains any riders, endorsements, or additional forms which limit or modify the coverage required herein. **Failure to procure all required insurance coverage shall be considered a breach of Contract.**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A Statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  FULLY COMPLETED	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, NO):														
INSURED  FULLY COMPLETED	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr><td>Insurer A: Name of Insurance Company</td><td></td></tr> <tr><td>Insurer B: Name of Insurance Company</td><td></td></tr> <tr><td>Insurer C: Name of Insurance Company</td><td></td></tr> <tr><td>Insurer D: Name of Insurance Company</td><td></td></tr> <tr><td>Insurer E: Name of Insurance Company</td><td></td></tr> <tr><td>Insurer F: Name of Insurance Company</td><td></td></tr> </tbody> </table>	INSURERS AFFORDING COVERAGE	NAIC #	Insurer A: Name of Insurance Company		Insurer B: Name of Insurance Company		Insurer C: Name of Insurance Company		Insurer D: Name of Insurance Company		Insurer E: Name of Insurance Company		Insurer F: Name of Insurance Company	
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**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY 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.

INS LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
							All Units in Thousands	
	GENERAL LIABILITY CG0001 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			POLICY NUMBER	POLICY START DATE	POLICY END DATE	EACH OCCURRENCE	\$ 1,000
	AUTOMOBILE LIABILITY CA0001 <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED <input checked="" type="checkbox"/> ALL OWNED <input type="checkbox"/> AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> AUTOS <input type="checkbox"/> _____ <input type="checkbox"/>			POLICY NUMBER	POLICY START DATE	POLICY END DATE	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			POLICY NUMBER	POLICY START DATE	POLICY END DATE	MED EXP (Any one person)	\$ 10
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Other			POLICY NUMBER	POLICY START DATE	POLICY END DATE	PERSONAL & ADV INJURY	\$ 1,000
							GENERAL AGGREGATE	\$ 2,000
							PRODUCT-COMP/OP AGG	\$ 2,000
							COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							EACH OCCURRENCE	\$ 2,000
							AGGREGATE	\$ 2,000
								\$
							WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$ 1,000
							E.L. DISEASE- EA EMPLOYEE	\$ 1,000
							E.L. DISEASE-POLICY LIMIT	\$ 1,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

OWNER: CITY OF BERWYN    PROJECT DESCRIPTION: 2016 CDBG LUMINAIRE REPLACEMENT – HUD ACTIVITY NO. 608  
 "Certificate Holders" are "Additional Insureds" on a Primary Non-Contributory Basis with respect to the General Liability only.  
 "Waiver of Subrogation" is provided on the Workers' Compensation coverage in favor of the CERTIFICATE HOLDER(S). No endorsements or additional forms shall modify or limit the coverage provided to the "ADDITIONAL" INSURED(S).

**CERTIFICATE HOLDER     Additional Insured, Insurer Letter:    CANCELLATION**

OWNER (Including its officials, employees and volunteers); <b>FRANK NOVOTNY &amp; ASSOCIATES, INC.</b> (Including its agents and employees); and the <b>COUNTY OF COOK</b> (Including its agents and employees)	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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**"SAMPLE"**



**INSURANCE BINDER**

Date (MM/DD/YYYY)

**THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.**

AGENCY   Phone (A/C. No. Ext) _____ FAX (A/C. No. Ext) _____ CODE: _____ SUB CODE: _____ AGENCY CUSTOMER NO. _____  <b>INSURED</b> <p align="center"><b>OWNER and FRANK NOVOTNY &amp; ASSOCIATES, Inc.</b></p>	COMPANY _____ BINDER _____  DATE _____ EFFECTIVE TIME _____ DATE _____ EXPIRATION TIME _____ _____ AM _____ PM _____ 12:01 AM _____ NOON  THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY # _____  DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) <p align="center"><b>CITY OF BERWYN 2016 CDBG LUMINAIRE REPLACEMENT – HUD ACTIVITY NO. 608 PROJECT NO. 16222</b></p>
--	---

COVERAGES	LIMITS	DEDUCTIBLE	CONS %	AMOUNT
<b>PROPERTY</b> TYPE OF INSURANCE CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC <hr/>				
<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> <b>OWNERS &amp; CONTRACTORS PROTECTIVE (OCP)</b> RETRO DATE FOR CLAIMS MADE _____				EACH OCCURRENCE <b>\$ 1,000,000</b> DAMAGE TO RENTED PREMISES \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE <b>\$ 2,000,000</b> PROJECTS – COMP/OP AGGR \$
<b>VEHICLE LIABILITY</b> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTO				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY MOTORIST \$ UNINSURED MOTORIST \$
<b>VEHICLE PHYSICAL DAMAGE</b> DED <input type="checkbox"/> COLLISION _____ <input type="checkbox"/> OTHER THAN COL _____ ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES				ACTUAL CASH VALUE \$ STATED AMOUNT \$
<b>GARAGE LIABILITY</b> ANY AUTO <hr/> RETRO DATE FOR CLAIMS MADE _____				AUTO ONLY – EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$ WC STATUTORY LIMITS \$
<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b>				E.L. EACH ACCIDENT \$ E.L. DISEASE – EA EMPLOYEE \$ E.L. DISEASE – POLICY LIMIT \$
<b>SPECIAL CONDITIONS/ OTHER COVERAGES</b>				FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$

<b>NAME &amp; ADDRESS</b> <b>OWNER</b> (Including its officials, employees and volunteers) and <b>FRANK NOVOTNY &amp; ASSOCIATES, INC.</b> (Including its agents and employees)	MORTGAGEE LOSS PAYEE _____ ADDITIONAL INSURED _____ LOAN # _____ AUTHORIZED REPRESENTATIVE _____
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INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted April 1, 2016

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

No ERRATA this year.

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

CHECK SHEET  
FOR  
RECURRING SPECIAL PROVISIONS

Adopted April 1, 2016

The following RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

<u>CHECK SHEET #</u>	<u>RECURRING SPECIAL PROVISIONS</u>	<u>PAGE NO.</u>
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	1
2	<input type="checkbox"/> Subletting of Contracts (Federal Aid Contracts)	4
3	<input type="checkbox"/> EEO	5
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	15
5	<input type="checkbox"/> Required Provisions - State Contracts	20
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	26
7	<input type="checkbox"/> Asbestos Waterproofing Membrane Hot-Mix Asphalt Surface Removal	27
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	28
9	<input type="checkbox"/> Construction Layout Stakes Except for Bridges	29
10	<input type="checkbox"/> Construction Layout Stakes	32
11	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	35
12	<input type="checkbox"/> Subsealing of Concrete Pavements	37
13	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	41
14	<input type="checkbox"/> Pavement and Shoulder Resurfacing	43
15	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	44
16	<input type="checkbox"/> Polymer Concrete	45
17	<input type="checkbox"/> PVC Pipeliner	47
18	<input type="checkbox"/> Bicycle Racks	48
19	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	50
20	<input type="checkbox"/> Work Zone Public Information Signs	52
21	<input type="checkbox"/> Night Time Inspection of Roadway Lighting	53
22	<input type="checkbox"/> English Substitution of Metric Bolts	54
23	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	55
24	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	56
25	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	64
26	<input type="checkbox"/> Digital Terrain Modeling for earthwork Calculations	80
27	<input type="checkbox"/> Pavement Marking Removal	82
28	<input type="checkbox"/> Preventive Maintenance – Bituminous Surface Treatment	83
29	<input type="checkbox"/> Preventive Maintenance – Cape Seal	89
30	<input type="checkbox"/> Preventive Maintenance – Micro-Surfacing	104
31	<input type="checkbox"/> Preventive Maintenance – Slurry Seal	115
32	<input type="checkbox"/> Temporary Raised Pavement Markers	125
33	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	126

CHECK SHEET  
FOR  
LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

Adopted April 1, 2016

The following LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

<u>CHECK SHEET #</u>	<u>LOCAL ROADS AND STREETS SPECIAL PROVISIONS</u>	<u>PAGE NO.</u>
LRS 1	<b>Reserved</b> .....	130
LRS 2	<input type="checkbox"/> Furnished Excavation .....	131
LRS 3	<input checked="" type="checkbox"/> Work Zone Traffic Control Surveillance.....	132
LRS 4	<input checked="" type="checkbox"/> Flaggers in Work Zones .....	133
LRS 5	<input checked="" type="checkbox"/> Contract Claims .....	134
LRS 6	<input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals .....	135
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals .....	141
LRS 8	<b>Reserved</b> .....	147
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments .....	148
LRS 10	<b>Reserved</b> .....	149
LRS 11	<input checked="" type="checkbox"/> Employment Practices.....	150
LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works .....	152
LRS 13	<input checked="" type="checkbox"/> Selection of Labor.....	154
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks .....	155
LRS 15	<input checked="" type="checkbox"/> Partial Payments.....	158
LRS 16	<input type="checkbox"/> Protests on Local Lettings .....	159
LRS 17	<input checked="" type="checkbox"/> Substance Abuse Prevention Program .....	160
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt .....	161

**BDE SPECIAL PROVISIONS**  
For the April 22 and June 10, 2016 Lettings

The following special provisions indicated by an "x" are applicable to this contract and will be included by the Project Development and Implementation Section of the BD&E. An \* indicates a new or revised special provision for the letting.

File Name	#	Special Provision Title	Effective	Revised
80099	1	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
* 80274	2	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2016
80192	3	Automated Flagger Assistance Device	Jan. 1, 2008	
80173	4	Bituminous Materials Cost Adjustments	Nov. 2, 2006	July 1, 2015
80241	5	Bridge Demolition Debris	July 1, 2009	
50261	6	Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481	7	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491	8	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531	9	Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80360	10	Coarse Aggregate Quality	July 1, 2015	
80198	11	Completion Date (via calendar day)	Aug. 1, 2008	
80199	12	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293	13	Concrete Box Culverts with Skews > 30 Degrees and Design Fills [ 5 Feet	April 1, 2012	April 1, 2015
* 80311	14	Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
* 80277	15	Concrete Mix Design – Department Provided	Jan. 1, 2012	April 1, 2016
90261	16	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
* 80029	17	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2016
* 80363	18	Engineer's Field Office	April 1, 2016	
80358	19	Equal Employment Opportunity	April 1, 2015	
* 80364	20	Errata for the 2016 Standard Specifications	April 1, 2016	
80229	21	Fuel Cost Adjustment	April 1, 2009	July 1, 2015
80304	22	Grooving for Recessed Pavement Markings	Nov. 1, 2012	Aug. 1, 2014
* 80246	23	Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2016
* 80347	24	Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits - Jobsite Sampling	Nov. 1, 2014	April 1, 2016
* 80336	25	Longitudinal Joint and Crack Patching	April 1, 2014	April 1, 2016
80045	26	Material Transfer Device	June 15, 1999	Aug. 1, 2014
* 80342	27	Mechanical Side Tie Nar Inserter	Aug. 1, 2014	April 1, 2016
80165	28	Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
* 80361	29	Overhead Sign Structures Certification of Metal Fabricator	Nov. 1, 2015	April 1, 2016
* 80349	30	Pavement Marking Blackout Tape	Nov. 1, 2014	April 1, 2016
* 80298	31	Pavement Marking Tape Type IV	April 1, 2012	April 1, 2016
* 80365	32	Pedestrian Push-Button	April 1, 2016	April 1, 2016
* 80359	33	Portland Cement Concrete Bridge Deck Curing	April 1, 2015	April 1, 2016
* 80353	34	Portland Cement Concrete Inlay or Overlay	Jan. 1, 2015	April 1, 2016
* 80338	35	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	April 1, 2016
* 80300	36	Preformed Plastic Pavement Marking Type D – Inlaid	April 1, 2012	April 1, 2016
80328	37	Progress Payments	Nov. 2, 2013	
34261	38	Railroad Protective Liability Insurance	Dec. 1, 1986	
80157	39	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
* 80306	40	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	April 1, 2016
* 80340	41	Speed Display Trailer	April 2, 2014	April 1, 2016
80127	42	Steel Cost Adjustment	April 2, 2004	July 1, 2015
80362	43	Steel Slag in Trench Backfill	Jan. 1, 2016	
* 80317	44	Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	April 1, 2016

<u>File Name</u>	<u>#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80355	45	Temporary Concrete Barrier	Jan. 1, 2015	July 1, 2015
20338	46	Training Special Provisions	Oct. 15, 1975	
80318	47	Traversable Pipe Grate	Jan. 1, 2014	April 1, 2014
* 80288	48	Warm Mix Asphalt	Jan. 1, 2012	April 1, 2016
80302	49	Weekly DBE Trucking Reports	June 2, 2012	April 2 2015
80289	50	Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071	51	Working Days	Jan. 1, 2002	

The following special provisions are in the 2014 Supplemental Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80240	Above Grade Inlet Protection	Articles 280.02, 280.04, and 1081.15	July 1, 2009	Jan., 2012
80310	Coated Galvanized Steel Conduit	Article 811.03	Jan. 1, 2013	Jan. 1, 2015
80341	Coilable Nonmetallic Conduit	Article 1088.01	Aug. 1, 2014	Jan. 1, 2015
80294	Concrete Box Culverts with Skews $\leq$ 30 Degrees Regardless of Design Fill and Skews >30 Degrees With Design Fills > 5 Feet	Article 540.04	April 1, 2012	April 1, 2015
80334	Concrete Gutter, Curb, Median, and Paved Ditch	Articles 606.02, 606.07, and 1050.04	April 1, 2014	Aug. 1, 2014
80335	Contract Claims	Article 109.09	April 1, 2014	
Chk Sht #27	English Substitution of Metric Reinforcement Bars	Article 508.09	April 1, 1996	Jan. 1, 2011
80264	Friction Aggregate	Articles 1004.01 and 1004.03	Jan. 1, 2011	Nov. 1, 2014
80329	Glare Screen	Sections 638 and 1085	Jan. 1, 2014	
Chk Sht #20	Guardrail and Barrier Wall Delineation	Sections 635, 725, 782, and 1097	Dec. 15, 1993	Jan. 1, 2012
80322	Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements	Sections 312, 355, 406, 407, 442, 482, 601, 1003,1004, 1030, and 1102	Nov. 1, 2013	Nov. 1, 2014
80323	Hot-Mix Asphalt – Mixture Design Verification and Production	Sections 406, 1030, and 1102	Nov. 1, 2013	Nov. 1, 2014
80348	Hot-Mix Asphalt – Prime Coat	Sections 403, 406, 407, 408, 1032, and 1102	Nov. 1, 2014	
80315	Insertion Lining of Culvers	Sections 543 and 1029	Jan. 1, 2013	Nov. 1, 2013
80351	Light Tower	Article 1069.08	Jan. 1, 2015	
80324	LRFP Pipe Culvert Burial Tables	Sections 542 and 1040	Nov. 1, 2013	April 1, 2015
80325	LRFP Storm Sewer Burial Tables	Sections 550 and 1040	Nov. 1, 2013	April 1, 2015
80337	Paved Shoulder Removal	Article 440.07	April 1, 2014	
80254	Pavement Patching	Article 701.17	Jan 1, 2010	
80352	Pavement Striping – Symbols	Article 780.14	Jan. 1, 2015	
Chk Sht #19	Pipe Underdrains	Section 601 and Articles 1003.01, 1003.04, 1004.05, 1040.06, and 1080.05	Sept. 9, 2987	Jan. 1, 2007
80343	Precast Concrete Handhole	Articles 814.02, 814.03, and 1042.17	Aug. 1, 2014	
80350	Retroreflective Sheeting for Highway Signs	Article 1091.03	Nov. 1, 2014	
80327	Reinforcement Bars	Section 508 and Articles 421.04, 442.06, 1006.10	Nov. 1, 2013	
80344	Rigid Metal Conduit	Article 1088.01	Aug. 1, 2014	80354

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80354	Sidewalk, Corner, or Crosswalk Closure	Article 1106.02	Jan., 2015	April 1, 2015
80301	Tracking the Use of Pesticides	Article 107.23	Aug. 1, 2012	
80356	Traffic Barrier Terminals Type 6 or 6B	Article 631.03	Jan. 1, 2015	
80345	Underpass Luminaire	Articles 821.06 and 1067.04	Aug. 1, 2014	April 1, 2015
80357	Urban Half Road Closure with Mountable Median	Articles 701.18, 701.19, and 701.20	Jan. 1, 2015	July 1, 2015
80346	Waterway Obstruction Warning Luminaire	Article 1067.07	Aug. 1, 2014	April 1, 2015

The following special provisions require additional information from the designer. The additional information needs to be included in a separate document attached to this check sheet. The Project Development and Implementation section will then include the information in the applicable special provision. The Special Provisions are:

- Bridge Demolition Debris
- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

**\*SPECIAL PROVISION\***

**GENERAL**

**1. Execution and Prosecution of the Contract:** This project is expected to be awarded on May 24, 2016, at the regularly scheduled City Council Meeting. In order to expedite the project, the following amendment will be made to the execution and prosecution of the Contract, as found in the Supplemental Specifications and Recurring Special Provisions:

The Contractor shall execute the Contract and furnish the Contract Bond and the required insurance within seven (7) calendar days after the Contract has been mailed to the successful bidder.

**2. Preconstruction Meeting:** A preconstruction meeting will be held with the Contractor after the award of the Contract to further discuss the scope of work and the project schedule. At that time, a start date, which will be mutually agreed upon by the City of Berwyn, the Contractor, and the Engineer, will be determined.

**3. Contract Deletions:** The Contractor is hereby advised that the City reserves the right to delete locations included in this project, should the Contract price be in excess of the amount included in the City budget for funding this project. This provision shall be in accordance with Section 104.02 of the Standard Specifications for Road and Bridge Construction, except that the City reserves the right to determine the extent of the deletion. The Contractor will be advised, in writing, in advance of the beginning of construction, as to what locations will be deleted, and shall accept payment at the Contract unit prices for work that is otherwise included in the Contract.

**4. Overall Completion Dates:** The overall completion date is **July 19, 2016**, which includes the completion of all work as specified in the Contract, including punchlist items. All final CDBG documentation needs to be submitted to the Engineer by **July 26, 2016**.

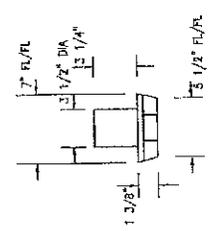
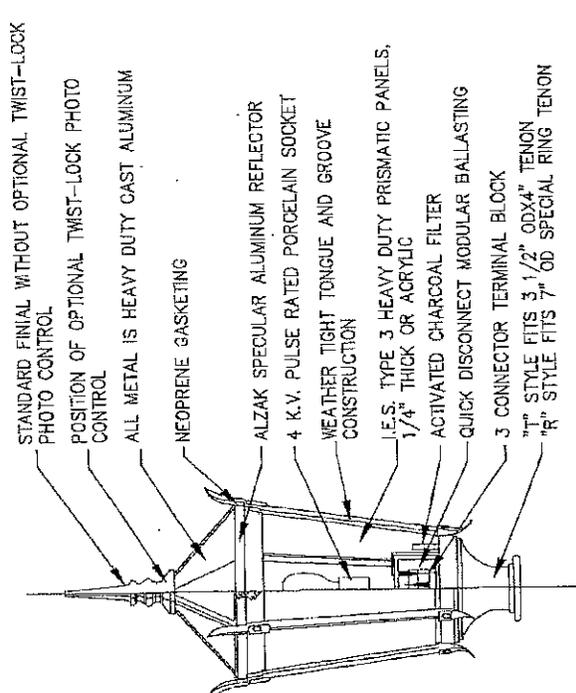
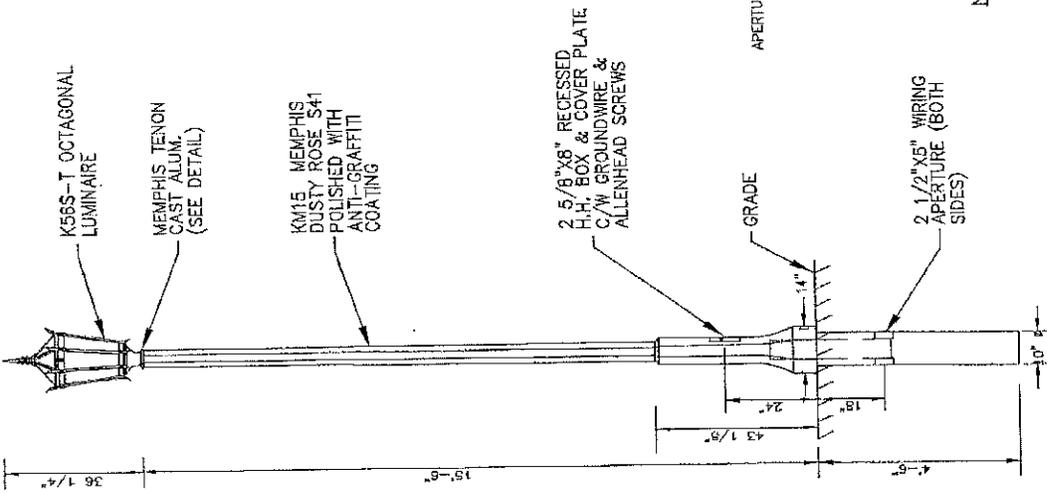
**5. Failure to Complete the Work on Time:** Since time is of the essence and the City wishes for the project to move very consistently, liquidated damages will be pursued for overall completion dates. The Contractor shall be liable for liquidated damages for each day of overrun on overall completion dates. Liquidated damages will be processed in accordance with the applicable portions of Article 108.09 of the Standard Specifications, except as modified herein.

**SCHEDULE OF DEDUCTIONS FOR EACH DAY OF OVERRUN**

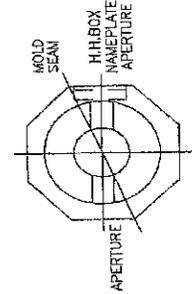
OVERALL CONTRACT DEADLINE \$2,500.00/CAL. DAY

Since completion dates are specified herein, the daily charge shall be made for every day shown on the calendar beyond the completion date specified for overall completion dates. The City will deduct these liquidated damages from monies due, or to become due, to the Contractor from the City.

**POLE DETAILS**



**MEMPHIS TENON DETAIL**



**TOP VIEW**

**NOTE:** ALL POLES LOCATED MID-BLOCK SHALL HAVE AN I.E.S. TYPE III DISTRIBUTION. ALL POLES LOCATED AT CORNERS SHALL HAVE AN I.E.S. TYPE V DISTRIBUTION. NO EXTRA COMPENSATION WILL BE ALLOWED FOR THE VARIATION IN DISTRIBUTION TYPES. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY WHEN PLACING THE ORDER TO SEPARATE THE TWO DIFFERENT DISTRIBUTION TYPES.

**EXISTING LIGHT POLE AND LUMINAIRE DETAILS**

**\*SPECIAL PROVISION\***

**REMOVAL OF EXISTING LUMINAIRE, PARTIAL SALVAGE**

**Description:** This work shall consist of the removal and partial salvage of existing street light luminaires at the locations shown on the Location Map. The Contractor shall take care not to damage the luminaires during removal. The Contractor shall be responsible to remove the high pressure sodium bulbs from the existing luminaries and to dispose of them properly. The Contractor is to salvage 88 of the existing luminaires to the City of Berwyn Public Works Department. The rest of the existing fixtures shall be disposed of by the Contractor.

**Basis of Payment:** This work will be paid for at the Contract unit price per each for **REMOVAL OF EXISTING LUMINAIRE, PARTIAL SALVAGE**, which price shall be payment in full for all work as specified.

**\*SPECIAL PROVISION\***

**RESIDENTIAL STREET LIGHT LED LUMINAIRE REPLACEMENT**

**Description:** This work shall consist of furnishing and installing a luminaire, including branch circuit/extension pole wire as applicable, lamp, fuseholders, electrical connections, splices, and fusing. **This work shall include providing and installing any mounting hardware or brackets required to attach and adapt the new luminaire to the existing light pole. This shall include the tenon reducer, as produced by LV Manufacturing, or an approved equal. See the drawing on the following page for tenon reducer dimensions and specifications.** All work shall meet the requirements of Section 821 of the Standard Specifications except as modified herein.

**Manufacturer:** The base bid for this item shall include a luminaire manufactured by either of the following suppliers. The Contractor may also submit a luminaire that is an approved equal, meeting the specifications of option A or option B, below. **Should the Contractor choose to submit an approved equal, they are required to submit specifications of the luminaire with their proposal. The Engineer will review the specifications and determine if the proposed luminaire meets the requirements of the project.**

**OPTION A:**

Lighting Solutions of Illinois  
703 Childs Street  
Wheaton, IL 60187

Representative: Joshua Davis  
Phone: (630) 536-7985  
E-Mail: jdavis@thewillgroup.com  
Manufacturer: GE  
Model No.: EPAS-0-E5-A-40-B-A-X-BLCK-D

**OPTION B:**

TCC Lighting  
10435 Argonne Woods Drive  
Woodridge, IL 60515

Representative: Brian Plum  
Phone: (630) 768-1006  
E-Mail: bplum@trafficcontrolcorp.com  
Manufacturer: Amerlux  
Model No.: D722-AVI-4L/PAB-BLK-PCL7- Multi Dimming Driver

**Submittals:** The Contractor shall provide submittals to the engineer prior to installation of any luminaires. After the engineer reviews the submittals for conformance with the design concept of the project, the engineer will stamp the drawings indicating their status as REVIEWED, REJECTED, REVISE AND RESUBMIT or FURNISH AS CORRECTED. Since the engineer's review is for conformance with the design concept only, it is the Contractor's responsibility to coordinate the various items into a working system as specified. The Contractor shall not be relieved from the responsibility for errors or omissions in the shop, working, or layout drawings

**\*SPECIAL PROVISION\***

**RESIDENTIAL STREET LIGHT LED LUMINAIRE REPLACEMENT, Continued**

by the engineer's approval thereof. The Contractor must still be in full compliance with contract and specification requirements.

**The Contractor will be required to list the proposed luminaire manufacturer and model number in the proposal section.**

**Warranty:** The luminaires shall be provided with a minimum ten-year full replacement warranty on all luminaire parts, including LED's, power supplies, and fixture housing. The first three years of the warranty period shall also include removal and installation services for fixture replacement.

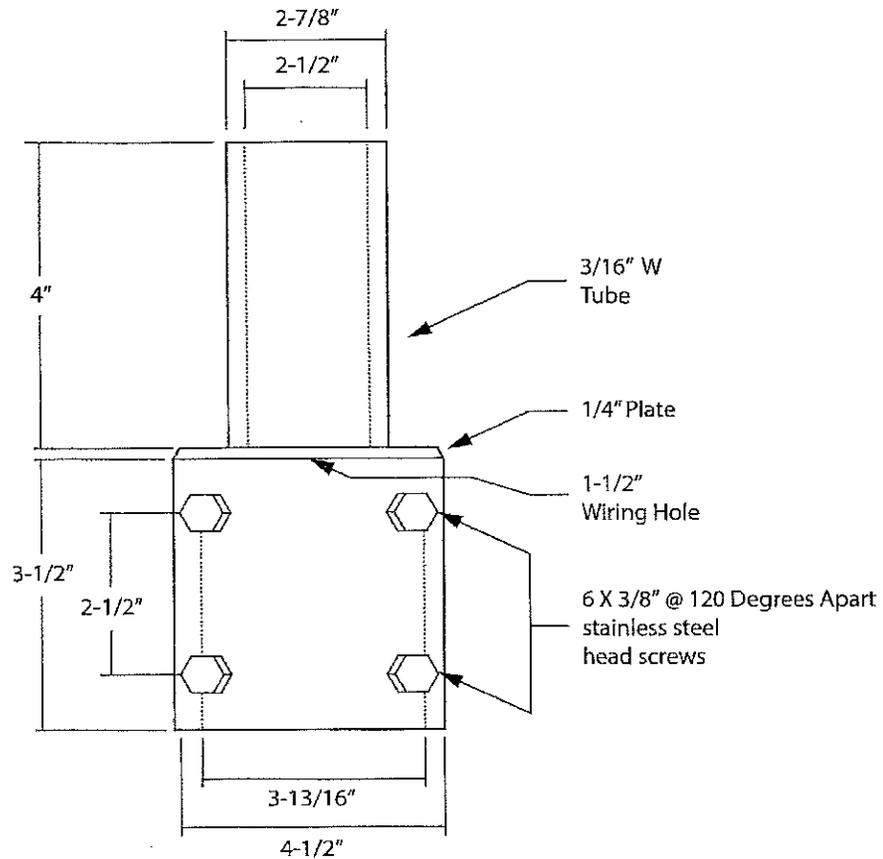
The Contractor shall provide replacement fixtures at no cost to the City for the entire warranty period. If replacement fixtures are not able to be made available within 5 working days, the supplier (at no cost to the city) will maintain 5 luminaires of the predominant size/voltage/type, and 1 luminaire of the remaining size/voltage/types during the warranty period. Defective luminaires will be returned to the supplier upon request, and at the supplier's cost. For purposes of this warranty, failure of the luminaire will be considered to occur if the light output of the luminaire has diminished to 70% of initial levels (L70). Proposal submissions must provide for the handling requirements for the end of life disposal / recycling of all proposed luminaire types.

**Basis of Payment:** This work shall be paid for at the Contract unit price per each for **RESIDENTIAL STREET LIGHT LED LUMINAIRE REPLACEMENT**, which price shall be payment in full for all work as specified.



# LV Manufacturing

## Tenon Reducer

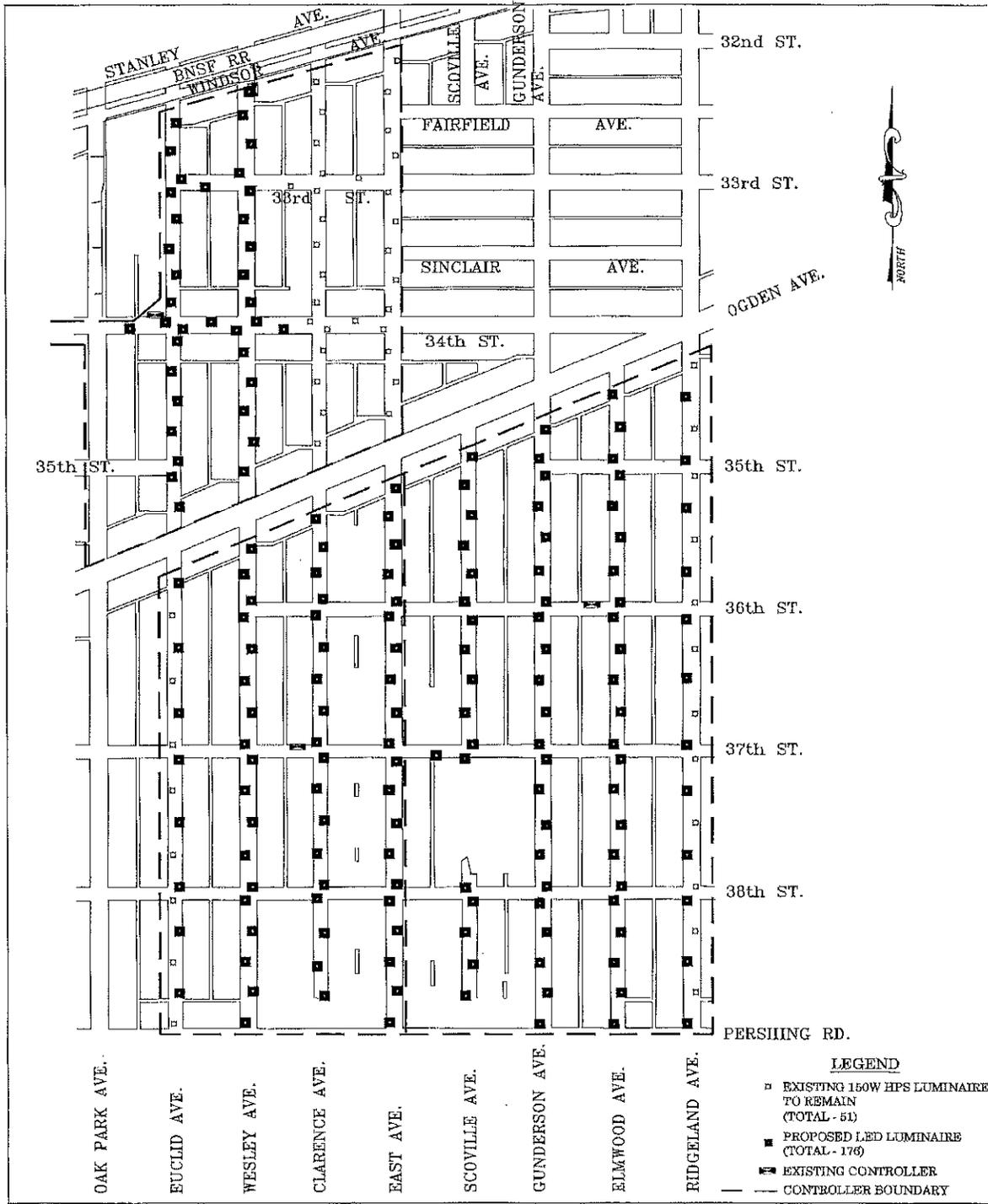


Accessory Information and Special Modifications -
- Black Powder Coat Finish
- 6061 Aluminum
- 10 Year Warranty

CUSTOMER - _____
CUSTOMER'S ORDER NO. - _____ ITEM - _____
L.V. REQ. NO. - _____

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™ Trademark of LV.

Lyons View Manufacturing  
5261 West Harrison Street  
Chicago, Illinois 60644




**Frank Novotny & Associates, Inc.**  
 825 Midway Drive • Wilmette, IL • 60091 • Telephone: (800) 887-8840 • Fax: (800) 887-0137  
 Illinois Professional Design Firm No. 184-000898

PROJECT **CITY OF BERWYN, ILLINOIS**  
**RESIDENTIAL STREET LIGHT**  
**LED LUMINAIRE REPLACEMENT**  
**LOCATION MAP**

PROJECT NO. 16222

**\*SPECIAL PROVISION\***

**MAINTENANCE OF LIGHTING SYSTEM**

**Description:** This work shall consist of maintaining all luminaires designated for LED luminaire replacement under this Contract.

**Procedure:** The electric utility energy charges for the operation of the existing lighting systems will be paid for by the City of Berwyn.

At least one week prior to beginning construction, the Contractor shall conduct an inspection of the existing lighting systems associated with this project with the Engineer and a representative for the City of Berwyn responsible for street lighting maintenance. The Contractor will not be held responsible for any deficiencies found during the inspection. In case the Contractor fails to organize the inspection, the Contractor shall be held responsible for all the street lighting items deemed defective during construction.

The Contractor shall become responsible for the maintenance of all luminaires designated for LED replacement under this Contract at a date mutually agreed upon between the Contractor and the City of Berwyn representative, but no later than the beginning of construction. The Contractor's maintenance responsibility shall cease upon approval of the new luminaires by the Engineer.

**Maintenance:** The maintenance shall be according to Articles 801.11 and 801.12 of the Standard Specifications, adopted April 1, 2016. The Contractor will be responsible for maintaining all proposed lighting units that are associated with this project.

**Method of Payment:** This work will be paid for at the contract unit price per lump sum for **MAINTENANCE OF LIGHTING SYSTEM**, which price shall be payment in full for all work as specified.

**\*SPECIAL PROVISION \***

**GENERAL ELECTRICAL PROVISIONS**

The work required for the satisfaction of the requirements of this Specification will not be paid for separately, but will be considered incidental to the Contract's electrical work.

**DEFINITION OF TERMS:**

Abbreviations: Wherever the following abbreviations are used in these Special Provisions or on the Plans, they are to be construed the same as the respective expressions represented:

AASHTO	<i>American Association of State Highways and Transportation Officials</i>
ANSI	<i>American National Standards Institute</i>
ASTM	<i>American Society for Testing and Materials</i>
AWG	<i>American Wire Gauge</i>
ICEA	<i>Insulated Cable Engineers Association</i>
IES	<i>Illuminating Engineering Society of North America</i>
NEC	<i>National Electrical Code</i>
NEMA	<i>National Electrical Manufacturers Association</i>
NESC	<i>National Electrical Safety Code</i>
SSPC	<i>Steel Structures Painting Council</i>
UL	<i>Underwriter's Laboratories</i>
FM	<i>Factory Mutual</i>

**Key Definitions:**

**Standard Specifications:**

Where used in these Special Provisions, this term shall mean the "Standard Specifications for Road and Bridge Construction", published by the Illinois Department of Transportation.

**Specifications:**

Where used in these Special Provisions, this term shall mean the complete body of Specifications, including the Standard Specifications, these Special Provisions, and all referenced Specifications and standards. See Article 101.42 of the Standard Specifications.

**Supplements:**

Where used in these Special Provisions, this term shall mean the "Supplemental Specifications and Recurring Special Provisions" published by the Illinois Department of Transportation.

**Contract Documents:**

The complete body of agreements, Specifications, and drawings which define the Contract work.

## SPECIAL PROVISION

### GENERAL ELECTRICAL PROVISIONS, Continued

**Contract Drawings:**

The complete set of Plans, elevations, diagrams, profiles, typical cross-sections, and detail drawings as presented for bidding and as part of the complete set of Contract Documents used for award.

**Provide:**

Where used in these Special Provisions, unless otherwise indicated, this term shall mean "furnish and install, complete, including any required electrical connection and testing".

**Owner:**

Where used in these Special Provisions, unless otherwise indicated, this term shall mean the party other than the Contractor who is a party to this Contract.

**Engineer:**

See Article 101.16 of the Standard Specifications.

**Equipment:**

Where used in these Special Provisions, this term shall mean material, fittings, devices, appliances, fixtures, apparatus, and the like used as part of, or in connection with, an electrical installation.

### REFERENCED SPECIFICATIONS AND STANDARDS:

The following Specifications and standards are incorporated, by reference, in these Special Provisions and shall apply to the work as though fully written herein:

*STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION*, a publication of the Illinois Department of Transportation.

*STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL ITEMS*, a publication of the Illinois Department of Transportation.

*SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS*, a publication of the Illinois Department of Transportation.

*NATIONAL ELECTRICAL CODE*

*NATIONAL ELECTRICAL SAFETY CODE*

*SAFETY CODE*, a publication of the Illinois Department of Transportation.

*STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS*, a publication of American Association of State Highways and Transportation Officials.

## SPECIAL PROVISION

### GENERAL ELECTRICAL PROVISIONS, Continued

*AN INFORMATIONAL GUIDE FOR ROADWAY LIGHTING*, a publication of American Association of State Highways and Transportation Officials.

*AMERICAN NATIONAL STANDARD PRACTICE FOR ROADWAY LIGHTING, ANSI/IES RP-8*, published by Illuminating Engineering Society, approved by American National Standards Institute.

*ELECTRICAL MAINTENANCE CONTRACT*, an "Agreement" between the Owner and an electrical Contractor of its choosing, who is called upon to perform routine repairs or services on electrical systems.

Where reference is made to a standard or Standard Specification, such reference shall be to the latest edition current at the bid date, including all revisions.

In the case of conflict with referenced standards or Specifications, these Special Provisions shall govern. Other coordination of Plans, Specifications, Supplemental Specifications, Proposals and Special Provisions shall be in accordance with Article 105.05 of the Standard Specifications for Road and Bridge Construction except that, in case of conflict, the Standard Specifications shall govern over Plans, Supplemental Specifications shall govern over Standard Specifications, and Special Provisions shall govern over all.

### SCOPE OF WORK:

Construction: The work shall be as indicated on the Plans and as required by the Specifications. Unless otherwise indicated, the Contractor shall furnish and install all required materials and equipment, including all associated appurtenances, to produce a complete and operational installation. The appurtenances shall be as indicated, or when not indicated shall be as common to the trade, and the costs shall be included in the unit prices bid for the pay items of this Contract. The work shall be done in a workmanlike manner in accordance with the best practices of the trade.

Clean-up and Public Safety: The work site shall be maintained in a clean condition, free of hazards to the work force and the public, all in conformance with the requirements of Article 107 of the Standard Specifications. Special care shall be taken to assure that electrical systems are not left in an exposed or otherwise hazardous condition. All electrical boxes, cabinets, pole handholes, etc., which contain wiring, either energized or non-energized, shall be closed or shall have their covers in place and shall be locked when possible, during off-work hours.

Responsibility for Operating Lighting: The scope of work shall include the assumption of responsibility for the continuing operation of existing, temporary or other lighting systems affected by the work as may be specified elsewhere herein. Existing lighting systems, when depicted on the Plans, are intended only to indicate the general nature of the systems involved and shall not be construed as an exact representation of the field conditions. It remains the Contractor's responsibility to visit the site to confirm and ascertain the exact nature of systems to be maintained.

## SPECIAL PROVISION

### GENERAL ELECTRICAL PROVISIONS, Continued

Cooperation Between Contractors: The Contractor shall perform the work in full compliance with Article 105.08 of the Standard Specifications. This shall especially extend to any affected maintenance forces work and electrical systems work adjacent to the specific project limits.

### CONTROL OF WORK:

The Contractor shall comply with the requirements of Sections 105 and 108 of the Standard Specifications, and any Supplements thereto and shall, in addition, comply with the requirements for control of work specified herein.

### Maintenance Preconstruction Inspection

General: Before performing any excavation, removal, or installation work (electrical or otherwise) at the site, the Contractor shall initiate a request for a maintenance preconstruction inspection, to be held in the presence of the Engineer and a representative of the party or parties responsible for maintenance of any lighting and/or traffic control systems which may be affected by the work. The request for the maintenance preconstruction inspection shall be made no less than seven (7) calendar days prior to the desired inspection date. The maintenance preconstruction inspection shall:

- Establish the details of any formal transfers of maintenance responsibility required for the construction period.
- Establish approximate locations of known lighting and/or traffic control systems which may be affected by the work.
- Establish the condition of lighting and/or traffic control systems which may be affected by the work.

Marking of Existing Cable Systems: The party responsible for maintenance of any existing lighting and/or traffic control systems at the project site will, at the Contractor's or Owner's request, mark and/or stake, once per location, all underground cable routes owned or maintained by the respective party. A project may involve multiple "locations" where separated electrical systems are involved (i.e. different controllers). Such markings shall be taken to have a horizontal tolerance of at least one foot (1') to either side. The markings may be made prior to the preconstruction inspection date. The Contractor shall exercise extreme caution where existing buried cable runs are involved. The markings of existing systems are made strictly for assistance to the Contractor and this does not relieve the Contractor of responsibility for the repair or replacement of any cable run damaged in the course of his work, as specified elsewhere herein. These services will be done at the Owner's expense.

## SPECIAL PROVISION

### GENERAL ELECTRICAL PROVISIONS, Continued

NOTE THAT THE CONTRACTOR SHALL BE ENTITLED TO ONLY ONE REQUEST FOR LOCATION MARKING OF EXISTING SYSTEMS AND THAT MULTIPLE REQUESTS MAY ONLY BE HONORED AT THE CONTRACTOR'S EXPENSE.

Condition of Existing Systems: The Contractor shall conduct an inventory of any existing lighting equipment which may be affected by the work, making note of any parts which are found broken or missing, defective or malfunctioning. This inventory shall be reviewed with and approved by the Engineer and a record of the inventory shall be submitted to the Engineer for the record. Without such a record, all systems transferred to the Contractor for maintenance during construction shall be returned at the end of construction in complete, fully operating condition.

Damage to Electrical Systems: Should damage occur to any of the Owner's electrical systems through the Contractor's operations, the Owner reserves the right to designate whether the repairs are of an emergency or non-emergency nature.

Emergency Repairs: The Owner may designate that emergency repairs be performed by the Owner's Electrical Maintenance Contractor or another maintenance entity. The cost of these emergency repairs shall be the responsibility of the Contractor and no additional compensation will be allowed for such charges.

Non-Emergency Repairs: Non-emergency repairs shall be performed by the Contractor as specified herein and to the satisfaction of the Engineer. All repairs shall be performed in an expeditious manner and shall be conducted in a manner to assure that all lighting units are in service between 4:00 p.m. and 8:00 a.m. Temporary aerial multi-conductor cable, with grounded messenger cable, will be permitted if it does not interfere with traffic or other operations and does not require unacceptable modification to existing equipment as determined by the Engineer.

Permanent Repairs: Regardless of whether damaged electrical systems are restored to service by means of emergency or non-emergency repairs, if such repairs are temporary in nature, permanent repairs shall be made by the Contractor at his own expense. No additional compensation and no extension of time will be allowed to effect the permanent repairs. Replacement of damaged duct or other raceways may be only for the damaged section, with suitable duct splices or raceway fittings made to form a water-tight, like-new raceway. Damaged cable shall be replaced in complete spans and no permanent underground splices will be allowed. All permanent repairs must meet the approval of the Engineer. Repairs to underground runs must be inspected and approved by the Engineer before backfilling.

Proposed Locations: The Contractor shall mark or stake and obtain Engineer's approval of the proposed locations of all poles, cabinets, junction boxes, pull boxes, handholes, cable routes, pavement crossings and other such items pertinent to the work. The Contractor shall request a proposed location inspection when all proposed installation locations are marked and prior to any excavation, construction, or installation work. On projects having complex staging, multiple requests can be made. Work installed without location approval is subject to corrective revisions at the Contractor's expense.

## SPECIAL PROVISION

### GENERAL ELECTRICAL PROVISIONS, Continued

Protection of the Work: Electrical work, equipment and appurtenances shall be protected from damage during construction until final acceptance. Electrical raceway or duct openings, except for conduit sleeves, shall be capped or otherwise sealed from the entrance of water and dirt. Wiring shall be protected from mechanical injury. Equipment shall be protected from physical damage and from exposure to the weather and dirt. Equipment such as luminaires, control cabinets and tower lighting lowering mechanisms shall be stored indoors until installation.

Standards of Installation: Electrical work shall be installed in a neat and workmanlike manner in accordance with the best practices of the trade. Unless otherwise indicated, materials and equipment shall be installed in accordance with the manufacturer's recommendations.

Inspection During Construction: Unless otherwise indicated, all splices, taps and ground connections shall be made available for inspection by the Engineer before the wiring is permanently trained in hand holes, junction boxes, light poles or other enclosures. The Contractor shall notify the Engineer when such wiring is ready for inspection.

### MATERIALS AND EQUIPMENT:

Except as specified elsewhere herein, materials and equipment shall be in conformance with the requirements of Article 106 of the Standard Specifications. UNLESS OTHERWISE SPECIFICALLY INDICATED, ALL MATERIALS AND EQUIPMENT SHALL BE NEW.

Procurement: Materials and equipment shall be the products of established manufacturers, and shall be suitable for the service required. The Contractor is obligated to conduct his own search into the timely availability of the specified equipment and to ensure that all materials and equipment are in strict conformance with the Contract Documents and that delivery schedules are compatible with project time constraints. Materials or equipment items which are similar or identical shall be the product of the same manufacturer. The cost of submittals, certifications, any required samples and similar costs shall not be paid for extra but shall be included in the pay item bid price for the respective material or work.

UL Label: Unless otherwise indicated, materials and equipment shall bear the UL label whenever such labeling is available for the type of material or equipment being furnished.

### Submittals:

Preconstruction List of Manufacturers: At the preconstruction meeting, the Contractor shall submit a written listing of manufacturers for all major electrical equipment items applicable to the project.

Major equipment items shall be the luminaires which are included in the project.

The List of Manufacturers shall be binding except by written request for change by the Contractor and approval by the Engineer. A request for change shall include acceptable reasons for allowing the change, with documentation.

## SPECIAL PROVISION

### GENERAL ELECTRICAL PROVISIONS, Continued

Timely Submittal: Within 30 days after Contract execution, the Contractor shall submit, for approval, complete approvable manufacturer's product data (for standard products and components) and detailed shop drawings (for fabricated equipment). Submittals need not include all project equipment and materials in one submittal; however, the submittals for the equipment and materials for each individual pay item shall be complete in every respect except that Basic Materials and Methods items, included as part of various pay items, shall be submitted together and need not be submitted as part of individual pay item submittals. Partial submittals may be returned without review. The Contractor may request, in writing, permission to make a partial submittal; the Engineer will evaluate the circumstances of the request and may accept to review such a partial submittal. However, no additional compensation or extension of time will be allowed for extra costs or delays incurred due to partial or late submittals.

Material Substitution: Whenever, in any section of the Specifications, any article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the Contractor will be required to bid on that piece of equipment only, and no substitutions will be allowed. The Article specified will generally indicate the type, function, minimum standard of design, efficiency, and quality desired, and shall be included in the Contractor's base bid. If provision is made in the Specifications for submitting alternate prices to allow different manufacturers or vendors to bid, the Specifications shall be construed as being the minimum basis of design, and Contractors shall feel free to insert the appropriate unit prices in the spaces provided in the "Bidding Schedule", so that an evaluation can be made if the Owner so chooses to select an alternate piece of equipment.

Completeness and Accuracy: The receipt of submittal information from the Contractor will be construed as the Contractor's assurance that he has reviewed the submittal information and attests to the submittal's accuracy and conformance to the requirements of the Contract Documents. Various submittal items shall, when taken together, form a complete, coordinated package. Submittals which include multiple pay items shall have all submittal material for each item or group of items covered by a particular Specification grouped together and identified as to applicable pay item. Separate submittal material shall be submitted for items covered by separate Specifications so as to facilitate review and approval. Submittal information shall be complete and in sufficient detail to demonstrate compliance with all requirements of the Contract Documents. Unless otherwise indicated, manufacturer's guarantees, as specified herein, shall be included with the submittal information. Incompleteness, inaccuracy or lack of coordination shall be grounds for rejection. The Contractor shall clearly understand that no equipment or material shall be installed prior to approval by the Engineer and that any equipment or material installed prior to approval by the Engineer is subject to removal from the right-of-way solely at the Contractor's expense.

Contractors Stamp: Prior to submittal, the Contractor shall review the submittal material and shall affix his stamp of approval, with comments as applicable, signed by a responsible representative, to each appropriate submittal item. In the case of subcontractors' submittals, both the subcontractor and the General Contractor shall review and stamp the submittal. **Submittals which are not "Reviewed" or "Furnish As Corrected" by the Contractor shall not be submitted to the Engineer.**

## SPECIAL PROVISION

### GENERAL ELECTRICAL PROVISIONS, Continued

Engineer's Stamp: After the Engineer reviews the submittals for conformance with the design concept of the project, the Engineer will stamp the drawings indicating their status as REVIEWED, REJECTED, REVISE AND RESUBMIT or FURNISH AS CORRECTED. Since the Engineer's review is for conformance with the design concept only, it is the Contractor's responsibility to coordinate the various items into a working system as specified. The Contractor shall not be relieved from responsibility for errors or omissions in the shop, working, or layout drawings by the Engineer's approval thereof. The Contractor must still be in full compliance with Contract and Specification requirements.

Exceptions, Deviations and Substitutions: In general, exceptions to and deviations from the requirements of the Contract Documents will not be allowed. It is the Contractor's responsibility to note any deviations from Contract requirements at the time of submittal and to make any requests for deviations in writing to the Engineer. In general, substitutions will not be acceptable. Requests for substitutions must demonstrate that the proposed substitution is superior to the material or equipment required by the Contract Documents. No exceptions, deviations or substitutions will be permitted without the approval of the Engineer.

Certifications: Where certifications are specified, the information submitted for approval shall incorporate certification information. When a certification is available prior to equipment manufacture, the certification shall be included with the submittal information. When a certification is available only after equipment manufacture, the submittal shall include a statement of intent to furnish the certification after equipment approval and manufacture. Certifications involving inspections and/or tests of equipment shall be complete with all test data, dates, and times.

Required Submittals: Table 8.1 indicates pay items for which submittals must be made. Table 8.1 is by no means an all-inclusive table, and the Engineer reserves the right to request documentation on any material provided for the Contract. The Contractor shall supplement this table as required to assure that review and Engineer approval is obtained for all specified materials and equipment. The Contractor shall assume that all applicable specified items including those specified under Basic Materials and Methods must be submitted. Table 8.1 is included as a guide for the Contractor in preparing the material submittal package.

Pre-installation Inspection: No un-inspected equipment or material shall be delivered to the job site or incorporated in the work. After submitted equipment and/or materials receive approval, the Contractor shall prepare the equipment and/or materials for inspection by the Engineer prior to incorporation in the work. The Contractor shall request the inspection no less than seven (7) days prior to the desired inspection date. The Engineer will tag material and equipment which has been inspected and allow its delivery to the job site. Certain items such as conduit, wire, duct, anchor bolts, screw foundations, manhole and handhole covers and junction boxes will be inspected and may be tested by IDOT's Bureau of Materials and these items shall not be delivered to the job site without inspection approval.

## **SPECIAL PROVISION**

### **GENERAL ELECTRICAL PROVISIONS, Continued**

Certain items such as control cabinets may be inspected by the Engineer at the Contractor's or manufacturer's shop and these items shall not be delivered to the job site without inspection approval. Other items such as poles, luminaires and other above-ground items, unless otherwise indicated, may be inspected by the Engineer at the site. It shall be the Contractor's responsibility to arrange inspection activities with the Engineer prior to installation.

**Guarantees:** The Contractor shall obtain and deliver to the Owner a written guarantee assigned to the Owner from each of the manufacturers of pay item equipment that the manufacturer will repair, replace, or otherwise make good any defects in materials or workmanship for a period not less than one (1) year FROM THE DATE OF FINAL ACCEPTANCE. ANY COST FOR THE GUARANTEE AS SPECIFIED SHALL BE INCIDENTAL TO THE ASSOCIATED PAY ITEM. Should compliance with this item require the Contractor to purchase extended guarantee coverage from the equipment manufacturer, such coverage will be considered as a required part of the pay item. Unless otherwise indicated, guarantees shall accompany submittal information.

**SPECIAL PROVISION**

**GENERAL ELECTRICAL PROVISIONS, Continued**

Pay Item		Catalog Cuts	Certifications	Warranty
Electric Cable		Yes	Yes	
Aerial Cable	Cable	Yes		
	Mounting Hardware	Yes		
Ground Rod	Exothermic weld	Yes		
	Ground rod	Yes		
	Copper Wire	Yes		
Trench and Backfill (Warning Tape)		Yes		
Unit Duct		Yes	Yes	
Rigid Steel Conduit	Conduit	Yes		
	Fittings	Yes		
Junction Box		Yes		
Lighting Controller	Cabinet	Yes		
	Circuit Breakers	Yes		
	Time Clock	Yes		
	Contactors	Yes		
	Paint	Yes		Yes
	Controls	Yes		
	UL Listing		Yes	
Light Pole Foundation	Anchor Bolts	Yes		
	PVC Raceways	Yes		
	Reinforcement Bars	Yes		
Accident Reference Marker		Yes		
Breakaway Device		Yes	Yes	
Light Pole		Yes	Yes	Yes
Light Tower (see submittal in Special Provision)		Yes	Yes	Yes
Luminaire (see submittal list in Special Provision)		Yes	Yes	Yes
Electric Connection to	Safety Switch	Yes		

Sign	Fusing	Yes		
Wood Pole				
Splicing Materials		Yes		
Electrical Tape		Yes		
Fuses and Fuse Holders		Yes		
Lighting Unit Identification Decals		Yes		
Wiring Identification Markers		Yes		
Pole Wire		Yes		
Lamps		Yes		

Table 8.1  
Required Submittals

## SPECIAL PROVISION

### GENERAL ELECTRICAL PROVISIONS, Continued

#### RESPONSIBILITY FOR OPERATING LIGHTING:

Effective the date the Contractor's activities (electrical or otherwise) at the job site begin, the Contractor shall be responsible for the proper operation of all existing and proposed lighting systems which are part of, or which may be affected by the work until final acceptance or as otherwise determined by the Engineer. Where there is existing lighting within the project limits, prior to the start of activities at the site, the Contractor must schedule a formal transfer of maintenance via the Engineer; however, failure to do so does not relieve the Contractor of the maintenance responsibility specified herein and such failure obligates the Contractor to correct deficiencies in the existing system at his own expense.

Except as specified herein, the Contractor's responsibility shall include all applicable responsibilities of the Electrical Maintenance Contract of the Owner. These responsibilities shall include lighting units (including sign lighting), cable runs and lighting controls. In the case of a pole knockdown or sign light damage caused by normal vehicular traffic, the Contractor shall promptly clear the lighting unit and circuit discontinuity and restore the system to service and shall coordinate and facilitate lighting unit replacement which will be performed by the normal maintenance entity.

Existing lighting systems that may be affected by the work shall include, as a minimum, all existing lighting units within the physical project limits, and these units may be temporarily isolated by means of in-line waterproof fuseholders as approved by the Engineer. When a controller is to be replaced or modified under the Contract work, or where otherwise indicated, the controller and all systems connected to it shall be included in the Contractor's responsibility for proper operation of lighting systems. The Contract drawings may indicate the general extent of any existing lighting, but whether indicated or not, it remains the Contractor's responsibility to ascertain the extent of effort required for compliance with these Specifications and failure to do so will not be justification for extra payment or reduced responsibilities.

The payment of basic energy and demand charges by the electric utility for existing lighting which remains in service will continue as a responsibility of the Owner, unless otherwise indicated. Unless otherwise indicated or required by the Engineer, duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously at the Owner's expense and lighting systems shall not be kept in operation during long daytime periods at the Owner's expense. Upon written authorization from the Engineer to place a proposed new lighting system in service, whether the system has passed final acceptance or not (such as to allow temporary lighting to be removed), the Owner will accept responsibility for energy and demand charges for such lighting, effective the date of authorization. All other energy and demand payments to the utility shall be the responsibility of the Contractor until final acceptance.

#### RECORD DRAWINGS:

Alterations and additions to the electrical installation depicted on the complete set of Contract drawings made during the execution of the work shall be neatly and plainly marked in red on a full-size set of Record Drawings kept at the Contractor's field office for the project. These drawings

## **SPECIAL PROVISION**

### **GENERAL ELECTRICAL PROVISIONS, Continued**

shall be UPDATED ON A DAILY BASIS and shall be available for inspection by the Engineer during the course of the work.

When the work is complete, and before the request for a final acceptance inspection, a full-size set of Record Drawings shall be submitted to the Engineer for review and acceptance. The set may be a set of reproducible drawings. The drawings shall each be stamped "RECORD DRAWING", and shall be marked with the Contractor's stamp, the date, and the signature of the Contractor's supervising engineer or electrician. The Resident Engineer shall review and sign the record drawing to verify the accuracy of the record drawings prior to submittal for formal review and acceptance. Upon request, a full-size set of reproducible drawings of the lighting work will be made available to the Contractor for the purpose of compliance with these requirements.

The Record Drawings shall be complete, neat, and shall be consistent with the method of representation on the Contract drawings. The Record Drawings shall include all Plans, details, notes, schedules, single line diagrams, etc. applicable to the electrical work. In particular, the Record Drawings shall provide stationing and dimensioned references for lighting controllers, underground wiring runs, system ground fields, conduit sleeves below pavement, manholes, handholes and electrical service supplies, and other information which would be useful to locate and maintain the electrical system. The Lighting Inventory form contained elsewhere herein shall be completed by the Contractor and submitted along with the Record Drawings.

The Record Drawings must be submitted and must be acceptable to the Engineer seven (7) days prior to final acceptance.

### **FINAL ACCEPTANCE INSPECTION:**

When the work is complete, tested and fully operational, the Contractor shall schedule a Final Acceptance Inspection with the Engineer. The Contractor shall request the inspection no less than one (1) working day prior to the desired inspection date.

The Contractor shall furnish the necessary manpower and equipment to make the Final Acceptance Inspection. The Engineer may designate the type of equipment required for the inspection tests.

**\*SPECIAL PROVISION\***

**BASIC MATERIALS AND METHODS - ELECTRICAL**

**General:** Basic materials and methods specified herein shall be provided as specified or required for the work and shall be paid for as part of the associated unit price items specified for the work. No additional compensation will be allowed. Electrical work shall conform to these Specifications unless specifically indicated otherwise.

All basic materials and methods items specified herein which apply to the project in any way shall be submitted for review and approval by the Engineer. They need only be submitted as "Basic Materials and Methods" even though they may be incidental to a number of various separate pay items. Submittal information shall include complete catalog literature and other information required to demonstrate compliance with specified requirements.

**Splicing and Terminating of Electrical Cables:** Splices in electrical cables shall be made with materials which are compatible with conductors, insulations and any jackets of the associated cables.

Unless otherwise indicated or approved by the Engineer splices shall be made using compression type copper compression joints (sleeves) of the size and configuration required for the splice involved. The sleeves shall be made of tin plated copper and shall be UL listed for 600-volt applications and shall be of the type suitable for a range of conductor combinations. The sleeves shall be installed with tools and methods recommended by the sleeve manufacturer.

Unless otherwise indicated, individual conductors, including ground conductors, shall be terminated with compression terminals sized appropriately for the given connection. The connectors shall be copper, UL Listed for 600-volt applications and comply with UL Standard 486A. The terminals shall be clearly marked with the wire size and die index. All compression terminals shall be installed with the proper tool and die for crimping. Ground wires at light poles shall be terminated with listed mechanical grounding connectors such as Burndy KC22B2, EQC632C, or approved equal.

Splices above grade, such as in poles and junction boxes, shall have a waterproof sealant and a heat-shrinkable plastic cap. The cap shall be of a size suitable for the splice and shall have a factory-applied sealant within. Additional seal of the splice shall be assured by the application of sealant tape or the use of a sealant insert prior to the installation of the cap. Either method shall be assured compatible with the cap sealant.

Tape sealant shall be applied in not less than one half-lapped layer for a length at least a quarter inch (1/4") longer than the cap length and the tape shall also be wrapped into the crotch of the splice. Insert sealant shall be placed between the wires of the splice and shall be positioned to line up flush or extend slightly past the open base of the cap. The end caps shall be UL listed and shall have a post-shrink wall thickness not less than the values shown in Table 2.1.

Splices below grade shall be made only upon specific approval of the Engineer. Below-grade splices shall be sealed with epoxy encapsulation kits approved by the Engineer which shall be installed in strict conformance with the kit manufacturer's recommendations.

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**SPECIAL PROVISION**

**BASIC MATERIALS AND METHODS – ELECTRICAL, Continued**

<b>Initial Inside Diameter Inches</b>	<b>Post-Shrink Wall Thickness Inches</b>
0.50	0.070
0.75	0.080
1.00	0.095
1.15	0.095
1.5	0.100
2.00	0.105

Table 2.1  
Post-Shrink Wall Thickness

**Electrical Tape:** Electrical tape shall be UL listed all weather vinyl plastic tape which is resistant to abrasion, puncture, flame, oil, acids, alkalis and weathering. It shall conform to Federal Specification HH-I-595. Thickness shall not be less than 8.5 mils and width shall not be less than three-quarter inch ( $\frac{3}{4}$ " ). NOTE THAT THE STANDARD 7-mil THICKNESS TAPE IS NOT ALLOWED.

**Fuses:** Unless otherwise indicated, fuses for installation within fuse holders for protection of lighting branch circuits shall be small-dimension cylindrical fuses of the fast-acting type with current limiting characteristics. They shall be UL listed. Unless otherwise indicated, the fuses shall be rated for 600 volts AC and shall have a UL-listed interrupting rating of not less than 100,000 rms symmetrical amperes at rated voltage.

Unless otherwise indicated, fuses for high pressure sodium luminaires supplied at 240 volts shall be as indicated in Table 4.1.

<b>Nominal Wattage</b>	<b>Fuse Size</b>
750	5.0A
400	5.0A
310	5.0A
250	3.0A
200	3.0A

Table 4.1  
Luminaire Fuse Size

Fusing for other luminaires or other circuits shall be as indicated or as directed by the Engineer.

## SPECIAL PROVISION

### BASIC MATERIALS AND METHODS – ELECTRICAL, Continued

#### Fuse Holders:

Standard Fuse Holders: Each fuse holder shall consist of a two-section unit with a molded plastic housing designed to hold small-dimension cylindrical fuses of the type required. Each section shall be permanently etched with line and load side designations. A captive nut on one section shall mate a threaded portion of the other section and the unit shall have an "O" ring which shall provide a water and vapor-tight seal when the sections are joined.

The terminals and the contacts in the fuse holder shall be made of annealed copper. The contacts shall be spring loaded to exert contact pressure on mating parts. Fuse holders shall be rated for 30 amperes at 600v.

Wires shall attach to the fuse holder by a crimping operation except that connection of No. 2 wires to breakaway fuse holder receptacles may be via a set screw connection. Each fuse holder shall be of a size proper for the wires to be attached. The assembly shall be provided with insulating boots.

Fuse holders for neutral conductors shall have a permanently installed solid neutral conductor and a white plastic coupling nut and screw section.

Fuse holders used in multi-pole applications, up to 30-ampere size, such as a 240 volt phase-to-phase feed to a 240 volt load, shall be of the multi-pole type so that all phase conductors are disconnected at the same time.

Quick Disconnect Fuse Holders: Quick disconnect type fuse holders shall be as specified for standard fuse holders with the following features:

The fuse holder shall be capable of disconnecting upon sufficient tension in the connected wires (as in the case of a pole knock-down).

The fuse shall remain enclosed in the de-energized portion of the fuse holder upon disconnection. The fuse shall not be utilized as the disconnection means, a separate plug and receptacle shall be utilized for the disconnection means.

The fuse holder assembly shall mate a line-side quick disconnect receptacle.

Installation: Unless otherwise indicated, standard fuse holders shall be used on non-frangible (non-breakaway) light pole installations and quick-disconnect fuse holders shall be used on frangible (breakaway) light pole installations.

Wires shall be carefully stripped only as far as needed for connection to the device. Over-stripping shall be avoided. An oxide inhibiting lubricant shall be applied to the wire for minimum connection resistance before the terminals are crimped-on.

## SPECIAL PROVISION

### BASIC MATERIALS AND METHODS – ELECTRICAL, Continued

Crimping shall be performed in accordance with the fuse holder manufacturer's recommendations. The exposed metal connecting portion of the assembly shall be taped with two half-lapped wraps of electrical tape and then covered by the specified insulating boot.

The fuse holder shall be installed such that the fuse side is connected to the pole wire (load side) and the receptacle side of the holder is connected to the line side.

**Lighting Unit Identification:** Each pole, light tower and underpass light shall be labeled with the county area, controller and circuit identification letters and numerals as designated by the Engineer. They shall be installed by the Contractor on each lighting unit pole shaft and on the underpass walls, or piers, as shown in the details.

Median-mounted poles shall have two sets of identification labeling oriented to allow visibility from travel in either direction. Lighting Controllers shall also be identified by means identification decals as described herein. Identification shall be in place prior to placing the equipment in service.

Unless otherwise indicated, the letters and numerals for sixty foot (60') mounting height lighting units and less and underpass lighting units shall be four inches (4") high, black, series "D" as described in the Federal Highway Administration's "Standard Alphabets for Highway Signs". The placement of the numbers shall be coordinated with the accident reference marker and handhole door as applicable. The letters and numerals shall be screened on silver-white, pressure sensitive, reflective, four and one-half inch (4-1/2") by four inch (4") sheeting as described under Section T 602.01 "Reflective Sheeting" in the Illinois Department of Transportation's publication "Standard Specifications for Traffic Control Items". Lighting systems that are not maintained by the Illinois Department of Transportation shall not be identified with the black and silver color scheme described above. An alternate color scheme, such as black on yellow, shall be used as directed by the Engineer or as indicated in the plans.

Unless otherwise indicated, identification applied to standard natural aluminum poles shall be performed using the following method:

Prior to the application of the circuit identification sheeting, the Contractor shall clean and prepare the surface in the following steps:

1. Clean and dry the surface with a clean absorbent cloth.
2. Roughen the surface with sandpaper or emery cloth.
3. In cold or damp locations, additional adhesive may be applied to ensure proper bonding.

The sheeting can then be applied in accordance with the manufacturer's directions or as directed by the Engineer.

Identification of weathering steel poles shall be made by application of letters and numerals as specified herein to an appropriately sized one-eighth inch (1/8") thick stainless steel plate, which shall be banded to the pole with two stainless steel bands.

## SPECIAL PROVISION

### BASIC MATERIALS AND METHODS – ELECTRICAL, Continued

Identification of painted poles shall be made by application of letters and numerals as specified herein via an adhesive approved by the paint manufacturer for the application.

Identification of luminaires which are not pole mounted, such as underpass luminaires, shall be done using identification brackets. In general, the brackets shall be mounted adjacent to and within one foot (1') of their respective luminaires. The brackets shall be fabricated from one-eighth inch (1/8") aluminum alloy sheet according to the dimensions shown on the Plans. The bracket shall be bent so as to present the luminaire identification numbers at a sixty-degree (60°) angle to the wall. The bracket shall be attached to concrete walls with three (3) one-quarter inch (1/4"), self drilling, snap-off type galvanized steel concrete anchors set flush with the wall, or power driven fasteners approved by the Engineer. The brackets shall be offset from the wall with one-half inch (1/2") aluminum bushings. The luminaire identification numbers shall be applied to the bracket using the method described for identification applied to poles.

Unless otherwise indicated, the letters and numerals for light towers, i.e. poles of a mounting height equal to and greater than seventy feet (70'), shall be nine inches (9") high by eight inches (8") wide. The material of the decals shall be as specified above. Installation shall also be as described in above.

Unless otherwise indicated, the letters and numerals for illuminated signs shall be nine inches (9") high by eight inches (8") wide. The material of the decals shall be as specified above. Installation shall also be as described above.

Circuit identification shall be made even to temporary poles. When temporary poles are metal, the circuit identification shall be as described elsewhere herein, except that the tags shall be black on yellow. When temporary poles are wood, circuit identification shall be as specified for wood poles.

Circuit identification for wood poles shall be made by the use of weather- resistant reflective letter tags in vertical slide-in holders. Unless otherwise indicated, letter tags shall be reflective, black on yellow, with characters three inches (3") high on tags nominally two and one-half inches (2-1/2") by three and five-eighths inches (3-5/8") in size. Slide-in holders shall be aluminum and shall have both ends crimped after tags are inserted. The holders shall be attached to the poles with one and one-half inch (1-1/2") aluminum nails as recommended by the tag manufacturer.

**Wiring Identification Markers:** Unless otherwise indicated, each wire installed shall be identified with its complete circuit number at each termination, splice, junction box or other location where the wire is accessible. Wire identification markers shall be either cloth tape or if cables do not provide a suitable adhesive surface due to cable pulling lubrication compounds used, clip on markers shall be used as described below.

**Cloth tape wire markers:** Wire identification shall be made by the application of self-sticking wire markers, wrapped around the wire. The markers shall have black characters not less than five-sixteenths inches (5/16") high on a white or yellow background. Markers shall be in strips not less than one and one-half inches (1-1/2") long and shall be made of a high-tack cloth tape with printing protected by a clear, permanent overcoating.

## SPECIAL PROVISION

### BASIC MATERIALS AND METHODS – ELECTRICAL, Continued

Clip-on wire markers: Clip-on wire markers shall be white with black lettering. The individual letters shall interlock to keep the letters aligned. Wire markers shall meet Military Specifications MIL-H-5606 and MIL-L-7808. The proper size of wire markers shall be used to prevent slipping of the markers on the cable.

Pole Wire: Unless otherwise indicated, each luminaire installed shall be provided with pole wire extending from fusing at the base of its respective pole to the luminaire. Two wires shall be extended for each luminaire. Pole wire shall also be provided for pole top mounted photocells at the locations shown on the Plans.

Unless otherwise indicated pole wire shall be sized No. 10.

Unless otherwise indicated pole wire shall have copper conductors, stranded in conformance with ASTM B8.

Unless otherwise indicated pole wire shall be insulated with cross-linked polyethylene, (XLP) insulation or ethylene propylene (EPR) insulation with a chlorosulfanated polyethylene jacket.

Pole wire shall be rated 600 volts, RHW/USE and shall be UL listed.

Pole wire shall be color coded via insulation color. EPR wire may be color-coded via painting. Unless otherwise indicated, neutral wires shall be white and phase conductors shall be color-coded red or black as appropriate to match the associated branch circuit conductors. Cable identification marking shall be visible in a contrasting color.

Grounding: All electrical systems, equipment and appurtenances shall be properly grounded in strict conformance with the NEC, even though every detail of the requirements is not specified or shown. Good ground continuity throughout the electrical system shall be assured. All electrical circuit runs shall have a continuous equipment grounding conductor. IN NO CASE SHALL THE EARTH BE CONSIDERED AS AN ADEQUATE EQUIPMENT GROUNDING PATH.

Where connections are made to painted surfaces, the paint shall be scraped to fully expose metal at the connection point and serrated connectors or washers shall be used.

Where metallic conduit is utilized as the equipment grounding conductor, extreme care shall be exercised to assure continuity at joints and termination points. No wiring run shall be installed without a suitable equipment ground conductor. Where no equipment ground conductor is provided for in the Plans and associated specified pay item, the Contractor is obligated to bring the case to the attention of the Engineer who will direct the Contractor accordingly. Work which is extra to the Contract will be paid extra.

Unless otherwise indicated, grounding conductors shall be copper and shall be insulated in a manner as specified for the associated phase conductors. Insulation for ground wires shall be green.

## SPECIAL PROVISION

### BASIC MATERIALS AND METHODS – ELECTRICAL, Continued

Unless otherwise indicated, ground rods shall be copper-clad steel rods not less than five-eighths inch (5/8") in diameter and ten feet (10') long, driven so that tops of the rods are twenty-four inches (24") below finished grade. Where indicated, ground wells shall be included to permit access to the rod connections.

Unless otherwise indicated, all connections to ground rods, structural steel, reinforcing steel or fencing shall be made with exothermic welds. Where such connections are made to insulated conductors, the connection shall be wrapped with at least four (4) layers of electrical tape extended six inches (6") onto the conductor insulation.

Where a ground field of "made" electrodes is provided, the exact locations of the rods shall be documented by dimensioned drawings as part of the Record Drawings.

Equipment ground wires shall be bonded, using a splice and pigtail connection, to all boxes and other metallic enclosures throughout the wiring system.

The grounding system shall be fully tested. This testing shall include continuity tests of all equipment grounding using a low-range ohmmeter and a test of the system ground via measurements using a suitable bridge or by other means approved by the Engineer.

**\*SPECIAL PROVISION\***

**TRAFFIC CONTROL AND PROTECTION**

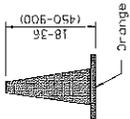
**Description:** Traffic Control shall be in accordance with the applicable section of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Devices for Streets and Highways", and special details and Highway Standards contained in the Plans and Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control, Recurring Special Provisions, and Special Provisions contained herein, relating to traffic control.

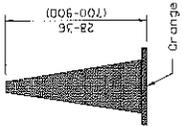
**STANDARDS:** 701901-05

**SPECIAL PROVISIONS:** Reflective Sheeting on Channelization Devices  
Maintenance of Roadways  
Personal Protective Equipment

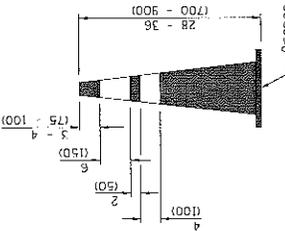
**Basis of Payment:** All traffic protection will be considered incidental to the cost of the Contract and will not be paid for separately, unless an item is so provided in the "Bidding Schedule". If an item is provided, payment will be made on the basis of the bid line item or on a pro-rata basis if bid as a lump sum.



Orange  
Posted speed < 45 mph

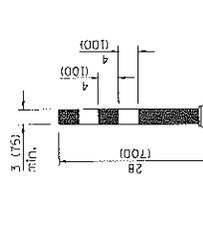


Orange  
Posted speed ≥ 45 mph

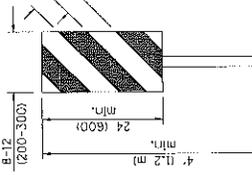


**REFLECTORIZED CONE  
FOR NIGHTTIME**

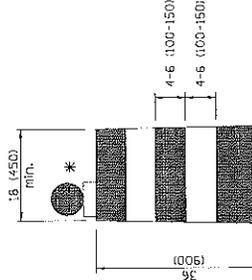
**CONE FOR  
DAYTIME**



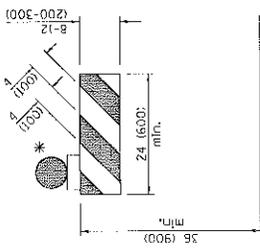
**FLEXIBLE DELINEATOR**



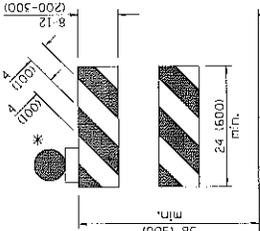
**VERTICAL PANEL  
POST MOUNTED**



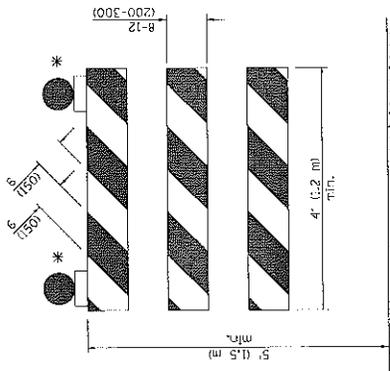
**DRUM**



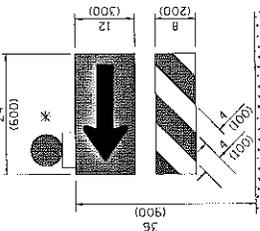
**TYPE I BARRICADE**



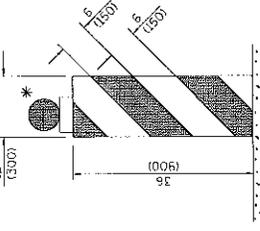
**TYPE II BARRICADE**



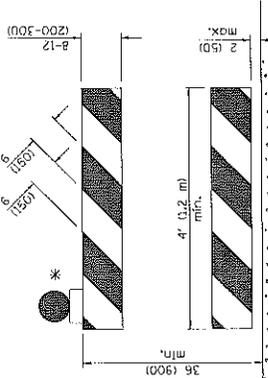
**TYPE III BARRICADE**



**DIRECTION INDICATOR  
BARRICADE**



**VERTICAL BARRICADE**



**DETECTABLE PEDESTRIAN  
CHANNELIZING BARRICADE**

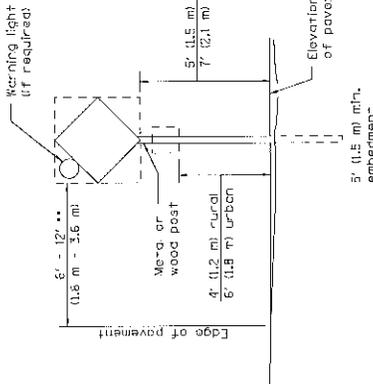
\* Warning lights (if required)

**GENERAL NOTES**  
All heights shown shall be measured above the pavement surface.  
All dimensions are in inches (millimeters) unless otherwise shown.

APPROVED	SHEET NO.	DATE
<i>[Signature]</i>	15-1-1	03/05/11
ENGINEER OF DESIGN		2016
APPROVED		2016
<i>[Signature]</i>		
ENGINEER OF DESIGN AND ENVIRONMENT		

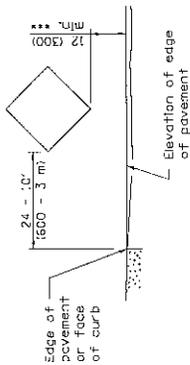
DATE	REVISIONS
4-1-16	Acc dim's to barricades. Rev. rate for post mnt. signs.
1-1-15	Rev. cone dths. Add W12-103. Revised two sign numbers on sheet 2. Added note reg. PHOTO ENFORCED plaque.

**TRAFFIC CONTROL  
DEVICES**  
STANDARD 701901-05  
(Sheet 1 of 3)



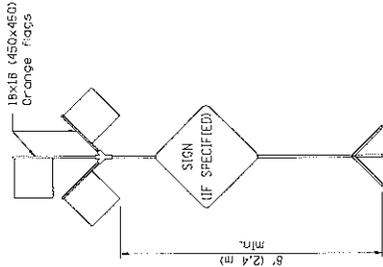
**POST MOUNTED SIGNS**

\*\* When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.



**SIGNS ON TEMPORARY SUPPORTS**

\*\*\* When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.



**HIGH LEVEL WARNING DEVICE**

ROAD CONSTRUCTION NEXT X MILES  
 020-110400-6035

END CONSTRUCTION  
 020-110510-6024

This signing is required for all projects 2 miles (3200 m) or more in length.  
 ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.  
 END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).  
 Dual sign displays shall be utilized on multi-lane highways.

**WORK LIMIT SIGNING**



W21-115101-3618  
 R2-1-3648  
 R10-1066p-3615 \*\*\*\*



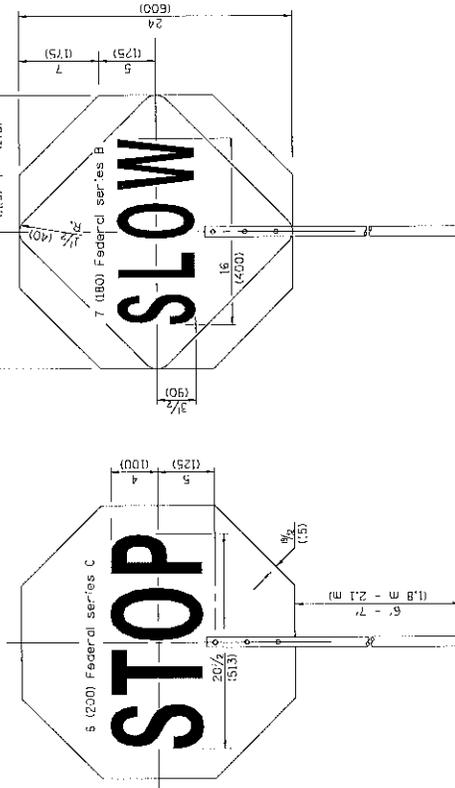
R2-11066p-3618  
 Sign assembly as shown on Standard or as allowed by District Operations.



020-1103101-6036  
 This sign shall be used when the above sign assembly is used.

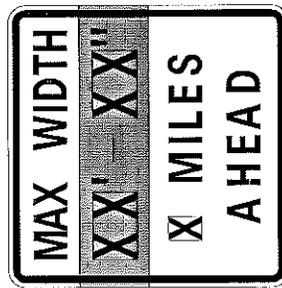
**HIGHWAY CONSTRUCTION SPEED ZONE SIGNS**

\*\*\*\* R10-1066p shall only be used along roadways under the jurisdiction of the State.



FRONT SIDE

REVERSE SIDE



W12-1103-4848

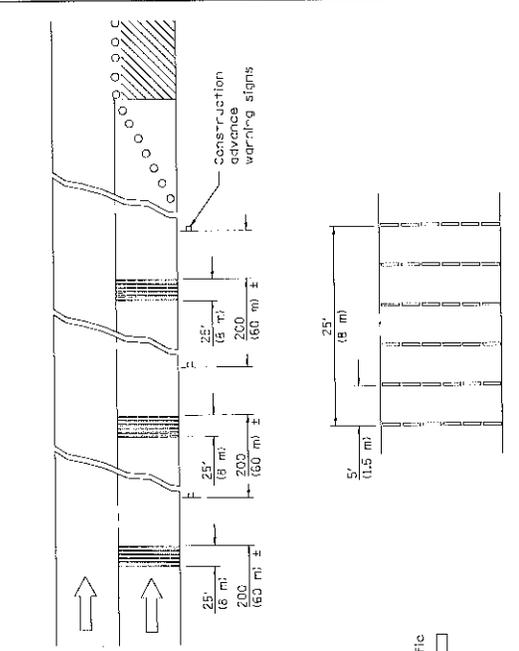
**WIDTH RESTRICTION SIGN**

XX-XX width and X miles are variable.

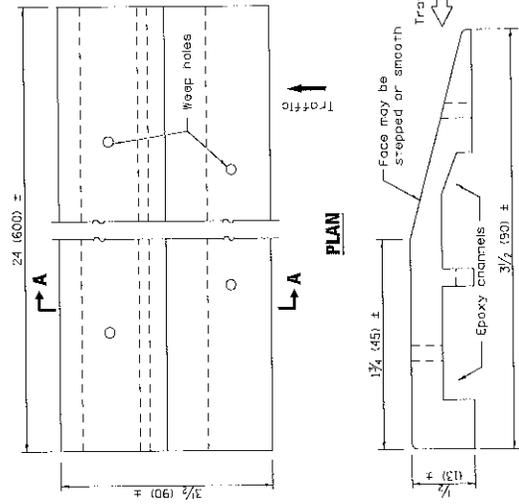
**TRAFFIC CONTROL DEVICES**  
 STANDARD 701901-05  
 (Sheet 2 of 3)

**FLAGGER TRAFFIC CONTROL SIGN**

Illinois Department of Transportation	
APPROVED	ISSUED 1-1-97
APPROVED _____	2016
EXCHIEF OF OPERATIONS	
APPROVED _____	2016
MANAGER OF TRAFFIC AND ENVIRONMENT	

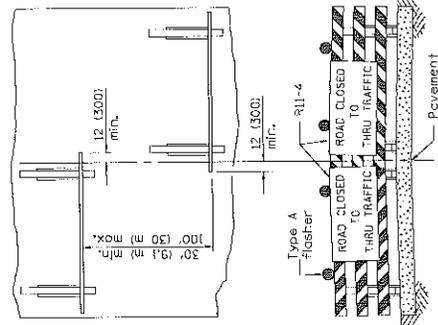


**TYPICAL INSTALLATION**



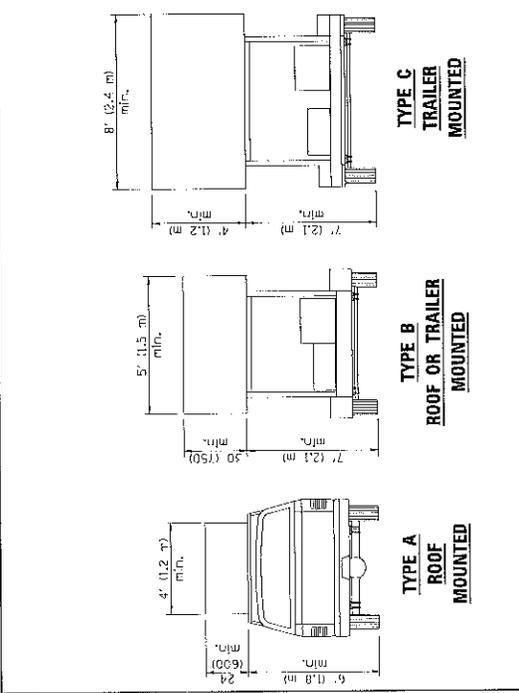
**SECTION A-A**

**TEMPORARY RUMBLE STRIPS**

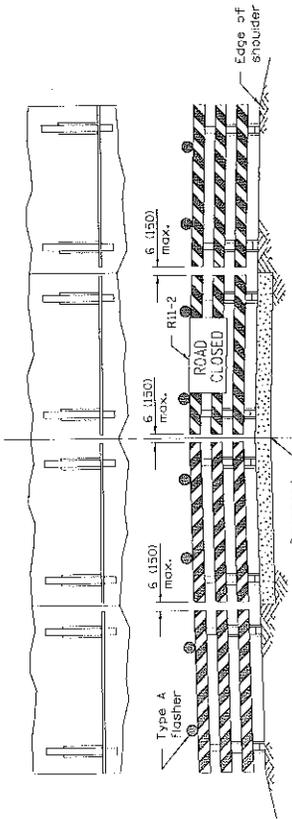


**ROAD CLOSED TO THRU TRAFFIC**

ReflectORIZED striping shall appear on both sides of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the signs and roadwork not on NCHRP 350 temporary sign supports directly in front of the barricade.



**ARROW BOARDS**



**ROAD CLOSED TO ALL TRAFFIC**

ReflectORIZED striping may be omitted on the back side of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the sign may be mounted on an NCHRP 350 temporary sign support directly in front of the barricade.

**TYPICAL APPLICATIONS OF TYPE III BARRICADES CLOSING A ROAD**

**TRAFFIC CONTROL DEVICES**

(Sheet 3 of 3)

**STANDARD 701901-05**

Illinois Department of Transportation	ISSUED	1-1-97
APPROVED	DATE	2016
ENGINEER OF OPERATIONS	APPROVED	2016
PROFESSOR OF DESIGN AND ENVIRONMENT		

## Applicability

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

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

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

(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 fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; 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)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 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, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**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. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (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 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

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

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

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

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

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

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

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

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

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

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

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

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the 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 1 01 0, 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 any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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(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 (2) 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) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his 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 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

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

**CONTRACT WORK HOURS AND SAFETY  
STANDARDS ACT PROVISION**

Where applicable, all contracts awarded by grantees and subgrantees in excess of \$2,000.00, for construction contracts and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by the 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 on the basis of a standard work day of eight (8) hours and a standard work week of forty (40) hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or 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 supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

## **EQUAL EMPLOYMENT OPPORTUNITY DOCUMENTS**

- 1) Certification of Bidder Regarding  
Equal Employment Opportunity
- 2) Equal Employment Opportunity  
Notice Clauses and Specifications

# S A M P L E

## EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

As used in this certificate the term "Subcontract" includes the term "purchase order" and all other agreements effectuating purchase of supplies or services. If this certificate is submitted as part of a bid or proposal the term "Seller" shall be deemed to refer to the Bidder or Offeror, or Subcontractor or Supplier. This certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt Contracts/Subcontracts awarded while this certificate is in effect. The undersigned Seller certifies the following to the (VILLAGE/CITY/TOWN) hereinafter referred to as Buyer:

- A. **REPORTS:** Within thirty (30) days after Buyer's award to Seller of any Contract/Subcontract and prior to each March 31 thereafter during the performance of work under said Subcontract, the Seller shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein unless Seller has either filed such report within twelve (12) months preceding the date of the award or is not otherwise required by law or regulation to file such a report.
- B. **PRIOR REPORTS:** Seller, if it has participated in previous Contract or Subcontract subject to the Equal Opportunity Clause (41 C.F.R.) Sec. 60-1-4 (a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of the Executive Order No. 11114, has filed all required compliance reports. Seller shall obtain similar representations indicating submission of all required compliance reports, signed by proposed Subcontractors, prior to awarding Subcontracts not exempt from the Equal Opportunity Clause.
- C. **CERTIFICATION OF NONSEGREGATED FACILITIES:** Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, 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, color, religion, or national origin, because of habit, local custom or otherwise.

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE, Cont'd.**

- C. **CERTIFICATION OF NONSEGREGATED FACILITIES:** (Continued)  
Contractor further agrees that (except where it has obtained identical certifications from proposed Subcontractors for specific time periods) it will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods): **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS FOR NONSEGREGATED FACILITIES.** A certification on Nonsegregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a Subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause. (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).
  
- D. **AFFIRMATIVE ACTION COMPLIANCE PROGRAM:** Prior to one hundred twenty (120) days after receipt of any Subcontract in the amount of \$50,000 or more from Buyer, if it has fifty (50) or more employees and is not otherwise exempt under 41 C.F.R. Part 60-1, shall have developed for each of his establishments a written affirmative action compliance program as called for in 41 C.F.C Sec. 60-1.40. Seller will also require its lower-tier Subcontractors who have fifty (50) or more employees and receive a Subcontract of \$50,000 or more and who are not otherwise exempt under 41 C.F.R. Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R. Sec. 60-1.40.
  
- E. Seller certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by:

Firm Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**TO BE EXECUTED**  
**IN PROPOSAL SECTION**

**NOTE: CONTRACTOR MUST COMPLETE THIS FORM!!**

## EQUAL EMPLOYMENT OPPORTUNITY

### 41 CFR CHAPTER 60

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

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

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

<u>TRADE</u>	<u>TIMETABLE</u>	<u>GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE</u>	<u>TIMETABLE</u>	<u>GOALS FOR FEMALE PARTICIPATION EACH TRADE</u>
Asbestos Workers	Until Further Notice	8.6 to 10.3	4/1/79-3/31/80	5.0
Bricklayers	" " "	16.3 to 18.2	" "	"
Carpenters	" " "	11.0 to 12.8	" "	"
Electricians	" " "	10.9 to 12.2	" "	"
Elevator Installers	" " "	9.6 to 11.5	" "	"
Glaziers	" " "	10.2 to 12.2	" "	"
Ironworkers	" " "	14.0 to 16.0	" "	"
Metal Lathers	" " "	10.0 to 12.0	" "	"
Painters	" " "	10.3 to 12.1	" "	"
Plumbers	" " "	9.4 to 10.9	" "	"
Pipefitters	" " "	9.4 to 10.9	" "	"
Plasterers	" " "	24.4 to 25.8	" "	"
Roofers	" " "	18.0 to 20.0	" "	"
Sheetmetal Workers	" " "	9.5 to 11.3	" "	"
Sprinkler Fitters	" " "	8.3 to 9.9	" "	"
Operating Engineers	" " "	15.7 + above	" "	"

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

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the Specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 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 in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in the Notice, and in the contract resulting from this solicitation, the "covered area" is State of Illinois, County of Cook.

### EQUAL OPPORTUNITY CLAUSES

41 CFR  
60-1.4(a)

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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) 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.

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

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) *Federally assisted construction contracts.* (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

41CFR  
60-1.4(b)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) 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.

(6) 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 his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*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 administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

In addition to the clauses described above, all Federal contracting officers, all applicants and all nonconstruction Contractors, as applicable, shall include the Specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive Order.

**STANDARD FEDERAL EQUAL EMPLOYMENT  
OPPORTUNITY CONSTRUCTION CONTRACT  
SPECIFICATIONS (EXECUTIVE ORDER 11246)**

1. As used in these Specifications:
  - a. "Covered Area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer Identification Number" means the Federal Social Security number used on the employer's Quarterly Federal Tax Return, U.S. treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of the Specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7a through p of these Specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

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

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the contractor must have made 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 it sanctions. 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 (2) 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 organization's responses.

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

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

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

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each locations 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 Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

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

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one (1) month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

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

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

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

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

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

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

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

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

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

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

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

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

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

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company'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 or 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).

SECTION 3  
PROCUREMENT INFORMATION PACKET

**Demonstration of Good Faith Efforts to Achieve Section 3  
Workers/Contracting/Subcontracting Goals**

If the Section 3 contracting/subcontracting goal was not achieved, the Good Faith Efforts checklist (Section IIA) and contacts log (Section IIB) must be submitted with the solicitation response. The Bidder will promptly provide evidence, whether hard copy or via electronic format, in support of its Good Faith Efforts to the Village upon request.

**Section IIA**

**Good Faith Efforts Checklist**

Insert on each line below the initials of the authorized Bidder representative who is certifying on behalf of the Bidder that the Bidder has completed the activities described below. If any of the items below were not completed, attach a detailed written explanation why each such item was not completed. If any other efforts were made to obtain Section 3 participation in addition to the items listed below, attach a detailed written explanation.

\_\_\_\_\_ Identified portions of the project work capable of performance by available Section 3 workers and vendors, including, where appropriate, breaking out Grant Agreement work items into economically feasible units to facilitate Section 3 participation even when the Bidder could perform those scopes with its own forces.

\_\_\_\_\_ Solicited through reasonable and available means (e.g., written notices, advertisements) Section 3 workers and vendors to perform the types of work that could be employed/contracted/subcontracted on this project, within sufficient time to allow them to respond.

\_\_\_\_\_ Provided timely and adequate information about the plans, specifications, and requirements of the Grant Agreement. Followed up initial solicitations to answer questions and encourage Section 3 workers to be hired, and vendors to submit proposals or bids.

\_\_\_\_\_ Negotiated in good faith with interested Section 3 vendors that submitted proposals or bids and thoroughly investigated their capabilities.

\_\_\_\_\_ Made efforts to assist interested Section 3 workers to obtain employment, and Section 3 vendors in obtaining bonding, lines of credit, or insurance as may be required for performance of the project.

\_\_\_\_\_ Utilized resources available to identify available workers and certified vendors, including but not limited to Section 3 assistance staff; local, state, and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of diverse workers and businesses.

---

SEE NEXT PAGE

**Section IIB  
 Good Faith Efforts Contacts Log for Soliciting  
 Section 3 Workers/Contractor/Subcontractor Participation**

Use this form to document all contacts and responses (telephone, email, fax, etc.) regarding solicitation of Section 3 workers/contractors/subcontractors and suppliers. Duplicate as needed. (It is not necessary to show contacts with certified vendors with which the Bidder reached an agreement to participate on this project.)

**NOTE: All six lines below must be completed, at a minimum!**

Name of Assist Agency/ Certified Vendor firm	Date and method of contact	Scope of work solicited	Agreement reached (Y or N)	Reason agreement was not reached

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

**RETURN WITH BID**

## ASSIST AGENCIES LIST

African American Contractors Association (AACA)  
Omar Shareef, Founder  
7445 S. South Chicago  
Chicago, IL 60619  
312-915-5960 Fax: 312-567-9919  
[aacanatlassoc@gmail.com](mailto:aacanatlassoc@gmail.com)

Asian American Small Business Association  
John S. Lee  
1600 Golf Rd. – Suite 1200  
Rolling Meadows, IL 60008  
773-545-0600 Fax: 773-545-5449  
[aasba5000@msn.com](mailto:aasba5000@msn.com)

Association of Asian Construction Enterprises  
Perry Nakachi  
4100 S. Emerald  
Chicago, IL 60609  
847-525-9693 Fax: 312-666-1785  
[nakmancorp@aol.com](mailto:nakmancorp@aol.com)

Black Contractors United (BCU)  
Edward McKinnie, President  
Carole Williams, Office Manager  
12000 S. Marshfield Ave..  
Calumet Park, IL 60827  
773-483-4000 & 708-389-5730 Fax: 708-389-5735  
[bcunewera@att.net](mailto:bcunewera@att.net)  
[carole@blackcontractorsunited.com](mailto:carole@blackcontractorsunited.com)

Cermak Road Chamber of Commerce  
Hector Escobar, President  
2000 W. Cermak Rd. – 2<sup>nd</sup> Fl.  
Chicago, IL 60608  
773-843-9738 Fax: 773-843-9739

Chatham Business Association (CBA)  
Melinda Kelly, Executive Director  
800 E. 78<sup>th</sup> Street  
Chicago, IL 60619  
773-994-5006 Fax: 773-855-8905  
[melkelcba@sbcglobal.net](mailto:melkelcba@sbcglobal.net)

Chicago Minority Supplier  
Development Council, Inc. (CMSDC)  
Sheila C. Morgan, President  
105 W. Adams St. – Suite 2300  
Chicago, IL 60603  
312-755-8880 Fax: 312-755-8890  
[shillmorgan@chicagomsdc.org](mailto:shillmorgan@chicagomsdc.org)

Chicago Urban League (CUL)  
Victor A. Davis, Supplier Diversity Manager  
4510 S. Michigan Ave.  
Chicago, IL 60653  
773-285-5800 Fax: 773-451-3549  
[www.thechicagourbanleague.com](http://www.thechicagourbanleague.com)

Coalition for United Community Action  
Carl Latimer, President  
2925 S. Wabash – Suite 102  
Chicago, IL 60616  
312-225-2085 Fax: 312-225-6298  
[cwlcuca@aol.com](mailto:cwlcuca@aol.com)

Coalition For United Community Labor Force  
Rev. John Hatchett (CULF)  
321 S. Hoyne Ave. - #305E  
312-243-5149  
Chicago, IL 60612  
[johnrev.hatchett@comcast.net](mailto:johnrev.hatchett@comcast.net)

Cosmopolitan Chamber of Commerce (CCC)  
Georgina Heard, Executive Director  
30 E. Adams – Suite 1050  
Chicago, IL 60605  
312-499-0611 Fax: 312-701-0095  
[gheard@cosmochamber.org](mailto:gheard@cosmochamber.org)

Federation of Women Contractors (FWC)  
Beth Doria, Executive Director  
100 E. Washington St.  
Springfield, IL 62701  
217-523-5966 Fax: 630-728-1992  
[fwcchicago@aol.com](mailto:fwcchicago@aol.com)

Goldman Sachs:  
10,000 Small Businesses Recruiter  
Victor A. Davis, Supplier Diversity Manager  
Chicago Urban League  
773-451-3559 Fax: 773-451-3549  
[www.thechicagourbanleague.org](http://www.thechicagourbanleague.org)

Hispanic American Construction Industry  
Jorge Perez, Executive Director (HACIA)  
650 W. Lake St. – Suite 415  
Chicago, IL 60607  
312-575-0389 Fax: 312-575-0544  
[jperez@haciaworks.org](mailto:jperez@haciaworks.org)

1/2/18

Hispanic Chamber of Commerce  
Omar Duque, President  
855 W. Adams  
Chicago, IL 60607  
312-425-9500 Fax: 312-425-9510  
[oduque@inccbusiness.net](mailto:oduque@inccbusiness.net)

Illinois Black Chamber Of Commerce  
Larry Ivory, President  
Kenyatta S. Fisher, Development Director  
411 Hamilton Blvd.  
Peoria, IL 61602-1144  
773-373-3366 Fax 773-373-3571  
[kenyattasfisher82@gmail.com](mailto:kenyattasfisher82@gmail.com)

Illinois Department of Commerce  
And Economic Opportunity  
James Schultz, Director  
100 W. Randolph St. – Suite 3-400  
Chicago, IL 60601  
312-814-7179  
[James.schultz@illinois.gov](mailto:James.schultz@illinois.gov)

Illinois Diversity Council  
Ashlyn Outler, Illinois Coordinator  
2656 S. Loop West – Suite 109  
Houston, Texas 77054  
713-592-6998 Fax 713-592-8338  
[Ashlyn.Outler@NationalDiversityCouncil.org](mailto:Ashlyn.Outler@NationalDiversityCouncil.org)

Industrial Council of Near West Chicago  
Steve DeBretto, Executive Director  
320 N. Damen – Suite D100  
Chicago, IL 60612  
312-421-3941 Fax: 312-421-1871  
[info@laccusa.com](mailto:info@laccusa.com)

Latin American Chamber of Commerce  
Bennett Santana, Director  
3512 W. Fullerton Ave.  
Chicago, IL 60647  
773-252-5211 Fax: 773-252-7065  
[info@laccusa.com](mailto:info@laccusa.com)

Little Village 26<sup>th</sup> Street Area Chamber  
of Commerce  
Jaime DiPaulo, Executive Director  
3610 W. 26<sup>th</sup> St. – 2<sup>nd</sup> Fl.  
Chicago, IL 60623  
773-521-5387 Fax: 773-521-5252  
[vanessa@littlevillagechamber.org](mailto:vanessa@littlevillagechamber.org)

National Association of Women Business  
Owners of Greater Chicago (NAWBO)  
Melissa Lagowski, Executive Director  
3332 W. Foster Ave. - #121  
Chicago, IL 60625  
312-224-2605 Fax: 847-679-6291  
[info@nawbochicago.org](mailto:info@nawbochicago.org)

National Organization of Minority Engineers  
Michael Sutton, President  
33 West Monroe - Suite 1540  
Chicago, IL 60603  
312-425-9560 Fax: 312-425-9564  
[msutton@infrastructure-eng.com](mailto:msutton@infrastructure-eng.com)

Native American Contractors Association (NAC)  
Heidi Franklin, Business Development Associate  
750 First Street N.E. – Suite 950  
Washington, DC 20002  
202-758-2676 Fax 202-758-2699  
[Heidi@nativecontractors.org](mailto:Heidi@nativecontractors.org)  
[membership@nativecontractors.org](mailto:membership@nativecontractors.org)

Rainbow PUSH Coalition:  
International Trade Bureau  
John Mitchell, Chief of Staff  
930 E. 50<sup>th</sup> Street  
Chicago, IL 60615  
773-373-3366 Fax: 773-373-3571  
[jmitchell@rainbowpush.org](mailto:jmitchell@rainbowpush.org)

(U.S.) Small Business Administration (SBA)  
Judith A. Roussel, District Director  
500 W. Madison St. – Suite 1250  
Chicago, IL 60661  
312-353-4528 Fax: 312-886-5688  
[jtaskus@sba.gov](mailto:jtaskus@sba.gov)

United States Minority Contractors Association  
Rev. Larry Bullock, President/CEO  
1250 S. Grove Ave. – Suite 200  
Barrington, IL 60010  
847-852-5010 Fax: 847-382-1829  
[larry.bullock@usminoritycontractors.com](mailto:larry.bullock@usminoritycontractors.com)

Women's Business Development Center  
Emilia DiMenco, President  
8 S. Michigan Ave. – Suite 400  
Chicago, IL 60603  
312-853-3477 ext. 170 Fax 312-853-0145  
[edimenco@wbdc.org](mailto:edimenco@wbdc.org)

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TONI PRECKWINKLE, PRESIDENT

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Bureau of Economic Development  
Department of Planning and Development

January 25, 2016

[www.cookcountyil.gov/economicdevelopment](http://www.cookcountyil.gov/economicdevelopment)



**Section 3 Requirements, Guidance, and Resources from the U.S.  
Department of Housing and Urban Development (HUD)**

We wanted to take this opportunity to bring you up to date on Section 3 Requirements from the U.S. Department of Housing and Urban Development.

Agencies that receive funding from Cook County via any of the following resources from HUD are subject to Federal Section 3 requirements:

- Community Development Block Grant (CDBG)
- Community Development Block Grant Disaster Recovery (CDBG-DR)
- Emergency Solutions Grant (ESG)
- HOME Investment Partnerships Program (HOME)
- Section 108 Loan Guarantee (Section 108)

Below is a summary of related requirements as well as applicable guidance and resources.

## Section 3 Requirements and Guidance

Section 3 is a regulation that requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

Individuals who live in government-assisted housing (such as public housing) or are considered low-income based on current HUD income limits may qualify as a Section 3 resident or Section 3 business concern.

A brief summary of current requirements may be found [here](#) and most recent income limits may be found [here](#). Frequently asked questions may be found [here](#).

### Section 3 Resources

Through the following resources:

- \* Section 3 businesses can register to be included in search results.
- \* Public agencies, developers, contractors, and others looking to award certain HUD-funded contracts can search the database for Section 3 businesses.
- \* Section 3 residents can identify Section 3 businesses with potential HUD-funded employment opportunities

HUD's Section 3 Business Registry which is accessible [here](#). Please see the [attached instructions](#) and [frequently asked questions](#) for more details. Related questions should be directed to: [Sec3biz@hud.gov](mailto:Sec3biz@hud.gov).

The Housing Authority of Cook County's (HACC) Section 3 Business and Resident Portals are accessible [here](#). Related questions should be directed to: [Section3@thehacc.org](mailto:Section3@thehacc.org).

The Chicago Housing Authority's (CHA) Section 3 Business and Resident Portals which are accessible [here](#). Related questions should be directed to: (312) 542-8802 or [Section3@thecha.org](mailto:Section3@thecha.org).

### Next Steps

1. Review the aforementioned guidance and resources.
2. Contact the appropriate agency as listed with related questions or if you need additional information.
3. Use and encourage your partners to use the aforementioned Federal and local Section 3 business/resident registries based on the instructions provided.
4. Consider these examples in your efforts to award contracts and create employment opportunities related to Section 3.

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# Section 3

## What is Section 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

## How does Section 3 promote self- sufficiency?

Section 3 is a starting point to obtain job training, employment and contracting opportunities. From this integral foundation coupled with other resources comes the opportunity for economic advancement and self-sufficiency.

- Federal, state and local programs
- Advocacy groups
- Community and faith-based organizations

## How does Section 3 promote homeownership?

Section 3 is a starting point to homeownership. Once a Section 3 resident has obtained employment or contracting opportunities they have begun the first step to self-sufficiency.

Remember, "It doesn't have to be fields of dreams". Homeownership is achievable. For more information visit our HUD [website](#).

## Who are Section 3 residents?

Section 3 residents are:

- Public housing residents or
- Persons who live in the area where a HUD-assisted project is located and who have a household income that falls below [HUD's income limits](#).

## Determining Income Levels

- Low income is defined as 80% or below the median income of that area.
- Very low income is defined as 50% or below the median income of that area.

## What is a Section 3 business concern?

A business that:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or

- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

### **What programs are covered?**

Section 3 applies to HUD-funded Public and Indian Housing assistance for development, operating, and modernization expenditures.

Section 3 also applies to certain HUD-funded Housing and Community Development projects that complete housing rehabilitation, housing construction, and other public construction.

### **What types of economic opportunities are available under Section 3?**

- Job training
- Employment
- Contracts

Any employment resulting from these expenditures, including administration, management, clerical support, and construction, is subject to compliance with Section 3.

#### *Examples of Opportunities include:*

- |                        |                         |                       |
|------------------------|-------------------------|-----------------------|
| • Accounting           | • Electrical            | • Marketing           |
| • Architecture         | • Elevator Construction | • Painting            |
| • Appliance repair     | • Engineering           | • Payroll Photography |
| • Bookkeeping          | • Fencing               | • Plastering          |
| • Bricklaying          | • Florists              | • Plumbing            |
| • Carpentry            | • Heating               | • Printing Purchasing |
| • Carpet Installation  | • Iron Works            | • Research            |
| • Catering             | • Janitorial            | • Surveying           |
| • Cement/Masonry       | • Landscaping           | • Tile setting        |
| • Computer/Information | • Machine Operation     | • Transportation      |
| • Demolition           | • Manufacturing         | • Word processing     |
| • Drywall              |                         |                       |

### **Who will award the economic opportunities?**

Recipients of HUD financial assistance will award the economic opportunities. They and their contractors and subcontractors are required to provide, to the greatest extent feasible, economic opportunities consistent with existing Federal, State, and local laws and regulations.

### **Who receives priority under Section 3?**

For training and employment:

- Persons in public and assisted housing
- Persons in the area where the HUD financial assistance is spent
- Participants in HUD Youthbuild programs
- Homeless persons

### **For contracting:**

- Businesses that meet the definition of a Section 3 business concern

### **How can businesses find Section 3 residents to work for them?**

Businesses can recruit Section 3 residents in public housing developments and in the neighborhoods where the HUD assistance is being spent. Effective ways of informing residents about available training and job opportunities are:

- Contacting resident organizations, local community development and employment agencies
- Distributing flyers
- Posting signs
- Placing ads in local newspapers

### **Are recipients, contractors, and subcontractors required to provide long-term employment opportunities, not simply seasonal or temporary employment?**

Recipients are required, to the greatest extent feasible, to provide all types of employment opportunities to low and very low-income persons, including permanent employment and long-term jobs.

Recipients and contractors are encouraged to have Section 3 residents make up at least 30 percent of their permanent, full-time staff.

A Section 3 resident who has been employed for 3 years may no longer be counted towards meeting the 30 percent requirement. This encourages recipients to continue hiring Section 3 residents when employment opportunities are available.

### **What if it appears an entity is not complying with Section 3?**

There is a complaint process. Section 3 residents, businesses, or a representative for either may file a complaint if it seems a recipient is violating Section 3 requirements are being on a HUD-funded project.

### **Will HUD require compliance?**

Yes. HUD monitors the performance of contractors, reviews annual reports from recipients, and investigates complaints. HUD also examines employment and

contract records for evidence that recipients are training and employing Section 3 residents and awarding contracts to Section 3 businesses.

**How can Section 3 residents or Section 3 business concerns allege Section 3 violations?**

You can file a written complaint with your local HUD Field Office.

A written complaint should contain:

- Name and address of the person filing the complaint
- Name and address of subject of complaint (HUD recipient, contractor or subcontractor)
- Description of acts or omissions in alleged violation of Section 3
- Statement of corrective action sought i.e. training, employment or contracts



## FY 2016 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](http://HUD.gov) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

### FY 2016 Income Limits Summary

FY 2016 Income Limit Area	Median Income Explanation	FY 2016 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Cook County	\$76,900	Very Low (50%) Income Limits (\$) Explanation	26,950	30,800	34,650	<b>38,450</b>	41,550	44,650	47,700	50,800
		Extremely Low Income Limits (\$) * Explanation	16,150	18,450	20,750	<b>24,300</b>	28,440	32,580	36,730	40,890
		Low (80%) Income Limits (\$) Explanation	43,050	49,200	55,350	<b>61,500</b>	66,450	71,350	76,300	81,200

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

NOTE: Cook County is part of the **Chicago-Joliet-Naperville, IL HUD Metro FMR Area**, so all information presented here applies to all of the **Chicago-Joliet-Naperville, IL HUD Metro FMR Area**. The **Chicago-Joliet-Naperville, IL HUD Metro FMR Area** contains the following areas: Cook County, IL; DuPage County, IL; Kane County, IL; Lake County, IL; McHenry County, IL; and Will County, IL.

\* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2016 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2016 [Fair Market Rent documentation system](#).

For last year's Median Family Income and Income Limits, please see here:

<https://www.huduser.gov/portal/datasets/il/il2016/2016summary.odn>

4/7/2016

FY2015 Median Family Income and Income Limits for Cook County	
Select a different county or county equivalent in Illinois:	
<div style="border: 1px solid black; padding: 2px;"><div style="background-color: #e0e0e0; padding: 2px;">Crawford County ▲</div><div style="background-color: #e0e0e0; padding: 2px;">Cumberland County</div><div style="background-color: #e0e0e0; padding: 2px;">De Witt County</div><div style="background-color: #e0e0e0; padding: 2px;">DeKalb County ▼</div><div style="background-color: #e0e0e0; padding: 2px;">Douglas County</div></div>	
<input type="button" value="Select county or county equivalent"/>	
Select any FY2016 HUD Metropolitan FMR Area's Income Limits:	
<div style="border: 1px solid black; padding: 2px;"><div style="background-color: #e0e0e0; padding: 2px;">Chicago-Joliet-Naperville, IL HUD Metro FMR Area ▼</div></div>	
<input type="button" value="Select HMFA Income Limits Area"/>	
Or press below to start over and select a different state:	
<input type="button" value="Select a new state"/>	
<input type="button" value="Update URL For bookmarking or E-Mailing"/>	
Prepared by the <u>Economic and Market Analysis Division</u> , HUD.	

## Frequently Asked Questions (FAQs)

### Section 3 of the Housing & Urban Development Act of 1968

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#### GENERAL QUESTIONS

1. What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

2. What does "To the Greatest Extent Feasible Mean?"

By to the "Greatest Extent Feasible", the Department means the every effort must be made to comply with the regulatory requirements of Section 3. By this, the Department means that recipients of Section 3 covered financial assistance should make every effort within their disposal to meet the regulatory requirements. For instance, this may mean going a step beyond normal notification procedures for employment and contracting procedures by developing strategies that will specifically target Section 3 residents and businesses for these types of economic opportunities.

3. What does the term "Section 3 resident" mean?

A "section 3 resident" is: 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or non-metropolitan county where the Section 3 covered assistance is expended.

4. What does the term Section 3 Business Concern mean?

Section 3 business concerns are businesses that can provide evidence that they meet one of the following criteria:

- a) 51 percent or more owned by Section 3 residents; or
- b) At least 30 percent of its full time employees include persons that are currently Section 3 residents, or were Section 3 residents within three years of the date of first hire\*; or
- c) Provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to business concerns that meet one of the first two qualifications above.

\*Example: Alysha was an unemployed Section 3 resident that was first hired by ABC Company on January 1, 2011. She received a raise of \$2,500 in March 2012, thereby boosting her household income above the local low income level. ABC Company may continue to count Alysha as one of their Section 3 employees until December 31, 2013 (i.e. within three years of the date of first hire).

5. How does Section 3 differ from the Minority Business Enterprise/Women Business Enterprise programs?

Section 3 is both race and gender neutral. The preferences provided under this regulation are based on income-level and location. Section 3 regulations were designed to encourage recipients of HUD funding to direct new employment, training, and contracting opportunities to low-income residents, and the businesses that employ these persons, within their community regardless of race and/or gender.

To learn more about the Minority Business Enterprise and Women Business Enterprise programs, please contact HUD's Office of Small and Disadvantaged Business Utilization at 202-708-1428, or visit their website, located at: [http://portal.hud.gov/portal/page/portal/HUD/program\\_offices/sdb](http://portal.hud.gov/portal/page/portal/HUD/program_offices/sdb).

6. How are "low-income" and very low-income determined?

Low- and very-low-household income limits are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the median income for each locality by household size or the number of people residing in one house. HUD income limits may be obtained from: <http://www.huduser.org/portal/datasets/il.html>

7. What are "metropolitan areas" and "non-metropolitan counties?"

Metropolitan area means a metropolitan statistical area (MSA), as established by the Office of Management and Budget. A non-metropolitan county means any county outside of a metropolitan area.

A current list of MSAs can be found at:  
<http://www.census.gov/population/www/metroareas/metrodef.html>

8. What is a "new hire"?

A new hire means a full-time employee for a new permanent, temporary, or seasonal position that is created as a direct result of the expenditure of Section 3 covered financial assistance.

9. Can laid-off workers that are "re-hired" as a result of a HUD-funded project considered new hires?

Yes. Any employee that was not on the payroll of a recipient, developer, or contactor on the day that Section 3 covered assistance was provided can be counted towards the Section 3 minimum numerical goal for employment.

10. What is a Section 3 covered project?

A Section 3 covered project involves the construction or rehabilitation of housing (including reduction of lead-based paint hazards), or other public construction such as street repair, sewage line repair or installation, updates to building facades, etc.

11. Who is considered a recipient of Section 3 funding?

A recipient is any entity which receives Section 3 covered assistance, directly from HUD or from another recipient (i.e., a PHA; unit of State or local government; property owner; developer; etc). It does not include contractors or any intended beneficiary under the HUD program to which Section 3 applies, such as a homeowner or a Section 3 resident.

12. Which recipient agencies (or sources of HUD financial assistance) are required to comply with Section 3?

Public Housing Authorities (PHAs) regardless of size or number of units are required to comply with Section 3. One exception is PHAs that only receive or administer tenant-based Housing Choice (Section 8) Vouchers and do not utilize any of the financial assistance described above. Although they are exempt, compliance with Section 3 is encouraged.

Section 3 also applies to recipients of more than \$200,000 from housing and community development programs. The following are a list of examples of such funds:

- Community Development Block Grant (CDBG)
- HOME Investment Partnership
- Neighborhood Stabilization Program Grants (NSP 1, 2 & 3)
  
- Economic Development Initiative (EDI)/Brownfield Economic Development Initiative Grants
- Housing Opportunities for Persons with AIDS (HOPWA)
- Homeless Assistance Grants (ESG)
- University Partnership Grants
- Economic Stimulus Funds (including CDBG-R and CFP Supplemental)
- 202/811 Grants
- Lead Hazard Control Grants

\*Note: The requirements of Section 3 typically apply to recipients of HUD funds that will be used for housing construction, rehabilitation, or other public construction. Contact the Economic Opportunity Division at [section3@hud.gov](mailto:section3@hud.gov) to determine applicability to a particular project/activity.

13. Can a non-profit organization be considered a "business concern" for the purposes of Section 3?

Yes. A non-profit organization can be a legitimate business concern. Non-profit organizations must meet the criteria of a Section 3 business concern as defined at 24 CFR Part 135.5 in order to receive Section 3 preference.

14. What is a Service Area?

The Service area is the geographical area in which the persons benefiting from the Section 3 covered project reside. The Service Area shall not extend beyond the unit of local government in which the Section 3 covered financial assistance is expended.

### **APPLICABILITY**

15. What is Section 3 covered assistance?

Section 3 covered assistance includes:

- Public and Indian Housing Operating Subsidy; Capital Funds; or Modernization assistance; and
  
- Housing and community development assistance expended for housing rehabilitation, housing construction, or other public construction.

16. What are funding thresholds and how do they apply to Section 3 covered financial assistance?

Funding thresholds are minimum dollar amounts that trigger Section 3 requirements. There are no thresholds for public and Indian housing (PIH) programs. The requirements of Section 3 apply to all PIH programs regardless of the amount of assistance received from HUD.

The Section 3 requirements apply to recipients of Housing and/or Community Development Assistance exceeding \$200,000 combined from all sources in any one year. Section 3 covers the expenditure of any portion of those funds for any activity that involves housing construction, rehabilitation, or other public construction.

For example, a city **receives** \$600,000 for CDBG, \$150,000 in HOME Funding, and \$75,000 in NSP funding. This represents a total of \$825,000 in housing and community development assistance. As such, any construction or rehabilitation activities funded by the city using those funds is covered by Section 3.

17. Do the requirements of Section 3 apply to grantees on a "per project" basis?

No. Any agency that receives covered assistance that exceeds \$200,000 is required to comply with the requirements of Section 3 whenever any projects involving housing construction, rehabilitation, or other public construction are administered, regardless of the actual dollar amount of covered assistance that is invested into the individual project/activity.

18. If a project is funded with non-HUD assistance, do the requirements of Section 3 still apply?

Section 3 applies to projects that are fully or partially funded with HUD financial assistance. Projects that are financed with state, local or private matching or leveraged funds used in conjunction with HUD funds are covered by Section 3.

19. What dollar threshold amounts apply to contractors/subcontractors?

All contracts (or subcontracts) funded with Public and Indian Housing assistance, regardless of dollar amount or type of contract, is subject to the requirements of Section 3.

With respect to recipients of Housing and/or Community Development funding, all contractors or subcontractors that receive covered contracts in excess of \$100,000 for housing construction, rehabilitation, or other public construction are required to comply with the requirements of Section 3.

20. What responsibilities do contractors/subcontractors have if they receive Section 3 covered contracts?

If the contractor/subcontractor has the need to hire new persons to complete the Section 3 covered contract or needs to subcontract portions of the work to another business, they are required to direct their newly created employment and/or subcontracting opportunities to Section 3 residents and business concerns. The same numerical goals apply to contractors and subcontractors (i.e., 30 percent of new hires, 10 percent of construction contracts, and 3 percent of non-construction contracts). In addition, the contractor/subcontractor must notify the recipient agency about their efforts to comply with Section 3 and submit any required documentation.

21. Do the Section 3 requirements apply to material only contracts?

No. Section 3 does not apply to material only contracts or those that do not require any labor. For example, a contract for office or janitorial supplies would not be covered by Section 3. In this example, Section 3 would be encouraged but not required. However, a contract to replace windows that includes the removal of existing windows and the installation of new windows would be covered.

22. Are maintenance projects covered by Section 3?

Yes, but only for PIH funded programs administered by Public Housing Authorities.

23. Does the reduction and abatement of lead-based paint hazards constitute housing rehabilitation?

Yes, reduction and abatement of lead-based paint hazards does constitute housing rehabilitation and is covered by Section 3.

24. Are demolition projects covered by the requirements of Section 3?

Yes. Recipients of Section 3 covered assistance should make efforts to award a minimum of ten percent of the total dollar amount of all demolition contracts to Section 3 businesses.

25. Are professional service contracts covered under Section 3?

Yes, the term "Section 3 covered contract" includes professional service contracts provided that the work to be performed is generated by the expenditure of Section 3 covered Public and Indian housing assistance, or for work arising in connection with projects involving housing rehabilitation, housing construction, or other public construction.

26. Does Section 3 apply to new hiring by a CDBG-Entitlement recipient?

Yes. If the recipient intends to use its HUD allocation to hire additional staff person(s) to perform work related to housing construction, rehabilitation, or other public construction, then the position(s) is covered by Section 3. However, if the local municipality uses a civil servant applicant process to hire new employees, compliance with the requirements of Section 3 may not be feasible.

27. Does Section 3 apply to new hiring by a Public Housing Authority?

Yes. Section 3 applies to all Public and Indian Housing capital, operating or development funds; therefore, new hiring done by the PHA (regardless of the position) is covered by Section 3.

28. For community development and other housing assistance, do the thresholds apply to the total amount of HUD assistance received or the amount of funds invested into Section 3 covered projects/activities?

The threshold applies to the total amount of HUD assistance received. Example: the City of Mountain View, receives \$210,000 through the State CDBG program. The funds will be used as follows:

- a. Housing rehabilitation- \$180,000;
- b. micro-enterprise revolving loan fund- \$20,000; and
- c. Fair housing counseling- \$10,000.

City of Mountain View is subject to Section 3 requirements because they received over \$200,000 in housing and community development funds. However, only the funds expended for Section 3 covered activities must comply with the requirements of Section 3. Therefore, the expenditure of the \$180,000 is covered by Section 3. The remaining \$30,000 that was used for fair housing counseling and a revolving loan fund is not covered by Section 3.

29. Are contracts cumulative for reaching the Section 3 threshold?

No. Contracts for Section 3 covered projects are not cumulative. The requirements of Section 3 apply to each individual contract that meets the thresholds.

For example, if a recipient agency awards 3 housing rehabilitation contracts (at \$36,000; \$50,000; and \$20,000 for a cumulative total of \$106,000) to one contractor for three different projects within a twelve month period, the contractor is not required to comply with the requirements of Section 3 because none of his contracts met the \$100,000 threshold. Accordingly, the responsibility for meeting the requirements of Section 3 would remain with the recipient agency that awarded the contracts.

## CONSISTENCY WITH OTHER LAWS

30. Does Section 3 apply to other State/local laws?

Yes. Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with local laws and regulations. Accordingly, recipients of Section 3 covered assistance are required to develop strategies for meeting both the regulatory requirements at 24 CFR Part 135 and any other applicable statutes or regulations.

31. What is the relationship between Section 3 and Davis Bacon requirements?

Compliance with Section 3 must be achieved consistent with the requirements of Davis-Bacon. Certain construction contracts are subject to compliance with the requirement to pay prevailing wages determined under Davis-Bacon Act (40 U.S.C. 276a—276a-7) and implementing U.S. Department of Labor regulations in 29 CFR part 5. Additionally, certain HUD-assisted rehabilitation and maintenance activities on public and Indian housing developments are subject to compliance with the requirement to pay prevailing wage rates, as determined or adopted by HUD, to laborers and mechanics employed in this work.

32. What is the relationship between Section 3 and Minority Business Enterprises (MBEs)?

'Minority business enterprise' (MBE) means a business enterprise that is owned and controlled by one or more minority or socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or other similar causes.

Section 3 preferences are race and gender neutral. A minority and/or woman owned business enterprise must provide evidence that it meets at least one criterion of a Section 3 business outlined above in order to receive preference under Section 3. However, the Department anticipates that Section 3 will serve to support, and not impede, contract opportunities for minority business enterprises.

The MBE designation may provide preferences promoted by other statutes and regulations, such as goals for MBEs, and other socially and economically disadvantaged businesses. Additional information about the MBE program can be obtained by calling the HUD Office of Small and Disadvantaged Business Utilization at 202-708-1428.

## RECIPIENT RESPONSIBILITIES

33. What are the responsibilities of recipient agencies under Section 3?

Recipients are required to ensure their own compliance and the compliance of their contractors/subcontractors with the Section 3 regulations, as outlined at 24 CFR § 135.32. These responsibilities include but may not be necessarily limited to the following.

- Designing and implementing procedures to comply with the requirements of Section 3 in order to comply with Section 3: Recipient agencies must take an **active role** in ensuring Section 3 compliance. The first step is designing or planning and implementing procedures to ensure that all parties, including residents, businesses, contractors, and subcontractors, comply with Section 3.
- Facilitating the training and employment of Section 3 residents: The recipient agency must act as a facilitator, connecting Section 3 residents to training and employment opportunities.
- Facilitating the award of contracts to Section 3 business concerns: The recipient agency must also work to link developers and contractors with capable Section 3 business concerns. Additionally, recipient agencies, when necessary, may direct Section 3 business concerns to organizations that provide capacity building training.
- Ensuring Contractor and Subcontractor Awareness of Section 3 Goals and Responsibilities: The recipient agency is responsible for ensuring that contractors and subcontractors are aware of, and in compliance with, Section 3 requirements.
- Ensuring Compliance and Meeting Numerical Goals: Recipient agencies shall ensure compliance with Section 3 by assessing the hiring and subcontracting needs of contractors; regularly monitoring contractor compliance; assisting and actively cooperating with the Secretary of HUD in obtaining the compliance of contractors; Penalizing non-compliance; Providing incentives for good performance; and Refraining from entering into contracts with any contractor that previously failed to comply with the requirements of Section 3.
- Reporting Requirements: Recipient agencies must document all actions taken to comply with the requirements of Section 3: Recipient agencies must submit a Section 3 Annual Summary Report (Form HUD-60002) for all covered

funding to the Office of Fair Housing and Equal Opportunity. Section 3 reports shall be submitted electronically online at: [www.hud.gov/section3](http://www.hud.gov/section3).

34. What are good strategies for targeting Section 3 residents and businesses?

In order to target Section 3 residents and businesses, recipients must establish and maintain an effective Section 3 program. HUD has found that hiring a Section 3 coordinator or assigning one individual the responsibility of coordinating all Section 3 related activities to be instrumental for reaching the employment and contracting goals.

It is recommended that recipient agencies establish procedures to certify Section 3 residents and Section 3 business concerns and incorporate some form of preference for employment and contracting opportunities. Thereafter, they should maintain a list of eligible residents and businesses by skill, capacity or interest and contact them on a periodic basis when employment and contracting opportunities are available. Refer to the Section 3 Regulations at 24 CFR Part 135.32 for a listing of responsibilities and the Appendix to the Section 3 regulations for additional examples of effective strategies.

35. Are funds provided to recipients so that they can comply with the requirements of Section 3?

No. Since Section 3 requirements are only triggered when the normal expenditure of covered funds results in employment, training, or contracting opportunities, there is no need for the Department to provide funds to meet the recipient responsibilities set forth in the regulation.

36. Does Section 3 require recipient agencies to create new (or unnecessary) training, employment, and contracting opportunities?

Recipient agencies are not required to create jobs or contracts for Section 3 residents and business concerns simply for the sake of creating them. Section 3 requires that **when** employment or contracting opportunities are generated because a project or activity undertaken by a recipient of covered HUD financial assistance necessitates the employment of additional personnel through individual hiring or the awarding of contracts, the recipient must give preference in hiring to low- and very low- income persons and/or businesses that are owned by these persons or that substantially employ them.

37. Are Section 3 residents or business concerns guaranteed employment or contracting opportunities under Section 3?

Section 3 is not an entitlement program, there are no guarantees. Residents and businesses must be able to demonstrate that they have the ability or capacity to perform the specific job or successfully complete the contract that they are seeking.

Section 3 requirements provide preference to Section 3 residents and business concerns, but not a guarantee.

38. Are recipients, developers, and contractors required to provide long-term employment opportunities, and not simply seasonal or temporary employment?

Recipients, developers, and contractors are required, to the extent feasible, to direct all employment opportunities to low- and very low-income persons- including seasonal and temporary employment opportunities. Employment goals are based on 'new hires,' which are defined as full-time employees for permanent, temporary or seasonal employment opportunities.

Recipients, developers, and contractors are encouraged to provide long-term employment.

39. When might a recipient agency be exempt from the requirements of Section 3?

Typically, the Department does not grant any exemptions or waivers related to Section 3.

40. Are recipients required to request developers or contractors to make payments into Section 3 training or implementation funds?

No. Recipients are not required to request noncompliant contractors make payments into a fund.

Providing employment, training, and subcontracting opportunities to Section 3 residents and businesses must be the primary goal of developers/contractors. However, such a fund can be used in very specific instances as a penalty for noncompliance.

### **SECTION 3 PREFERENCE**

41. How can a prospective Section 3 resident or business certify that they meet the eligibility requirements?

The individual or business must contact the agency or developer that they are seeking employment or contracting opportunities from (i.e., the PHA, city, or local government). They should identify themselves as a Section 3 resident or business and provide whatever documentation that the recipient agency requires under their certification procedures.

42. Who is responsible for certifying that residents and businesses meet the regulatory definitions under Section 3?

The regulation allows recipient agencies to use their discretion for developing specific procedures to meet the requirements of Section 3. This includes establishing their own standards/processes for verifying eligibility of Section 3 residents and businesses (or not). Each recipient is also free to accept or reject the standards/process used by other recipients or pay for the services of a third party vendor to determine eligibility. While HUD does not endorse the services of private, third party vendors, recipient agencies may employ such services at their discretion.

43. What are examples of acceptable evidence to determine eligibility as a Section 3 resident?

HUD does not prescribe that any specific forms of evidence to establish Section 3 eligibility. Sample certification documents can be found on the [Section 3 website](#). Acceptable documentation includes, but is not limited to the following:

- Proof of residency in a public housing development;
- Evidence of participation in a HUD Youth build program operated in the metropolitan area (or non-metropolitan county) where the Section 3 covered assistance is spent;
- Evidence that the individual resides in the Section 3 area and is a low or very low-income person, as determined by local HUD income limits;

44. What are examples of acceptable evidence for determining eligibility as a Section 3 business?

HUD does not prescribe that any specific forms of evidence be required to establish Section 3 eligibility. Sample certification documents can be found on the [Section 3 website](#). The business seeking the preference must be able to demonstrate that they meet one of the following criteria:

- 51 percent or more owned by Section 3 residents; or
- Has permanent, full time employees at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- Has a commitment to sub-contract in excess of 25 percent of the total dollar award of all sub-contracts to be awarded to such businesses described above.

45. Are all public and Indian housing residents considered Section 3 residents regardless of their income?

Yes. Public and Indian housing residents need only show proof of residency in public housing within the metropolitan area (or non-metropolitan county). Other residents of the Section 3 area may need to show proof of residency in the metropolitan area (or non-metropolitan county) and meet the HUD income requirements.

46. Can recipient agencies allow residents or businesses to "self-certify" that they meet the Section 3 eligibility requirements?

As previously mentioned, the regulation allows recipient agencies to use their own discretion to develop specific procedures for meeting the requirements of Section 3. Many recipient agencies choose to allow prospective Section 3 residents or businesses to self-certify their eligibility. The Department recommends that any self-certification should include a statement of penalty for falsifying information.

47. Are Section 3 business concerns only certified to receive preference in the community in which they are located?

No. While certification is locality specific, recipient agencies can count a Section 3 business that is located outside of its immediate jurisdiction towards their efforts to meet the minimum numerical goals. However, recipient agencies should not provide preference to a Section 3 that is not located in their jurisdiction if a local Section 3 business has also submitted a qualified bid for a contract and can complete the work to be done. Refer to the order of priority preference for Section 3 contract opportunities at 24 CFR Part 135.36.

48. Does preference to a Section 3 business mean that the business should be selected if it meets the technical requirements of the bid, regardless of bid price?

No. As provided in 24 CFR 85.36(b) (8), contract awards shall only be made to responsible contractors possessing the ability to perform under the terms and conditions of the proposed contract. In order to meet the requirements of Section 3 and Federal Procurement laws, recipient agencies must develop procedures that are consistent with all applicable regulations.

49. Can contracting with MBE/WBE businesses count towards Section 3 contracting goals?

Section 3 is race and gender neutral. Only MBEs/WBEs that meet the eligibility criteria set forth in the regulation can they be counted towards the minimum goals for Section 3 contracting opportunities.

50. Does a business have to be incorporated to be considered a Section 3 eligible business?

A Section 3 business concern can be any type of business, such as a sole proprietorship, partnership or a corporation, properly licensed and meeting all legal requirements to perform the contract under consideration.

## ECONOMIC OPPORTUNITIES/NUMERICAL GOALS

51. How can residents and businesses locate recipient agencies that are required to comply with Section 3 in their area?

To find local recipients agencies, Section 3 residents or businesses should contact their local HUD office. To find your closest office, visit: [www.hud.gov/localoffices](http://www.hud.gov/localoffices)

52. How can I find Section 3 businesses in my area?

Contact local recipient agencies to find Section 3 business concerns in your area.

53. What types of new employment opportunities are covered by Section 3?

For public and Indian housing (PIH) programs, all employment opportunities generated by the expenditure of operating, capital, and modernization assistance, including management and administrative jobs, technical, professional, construction and maintenance jobs, at all levels.

For housing and community development programs, all employment opportunities arising in connection with housing rehabilitation (including reduction and abatement of lead-based paint hazards); housing construction; or other public construction, including management and administrative jobs, technical, professional, building trades and non-construction jobs, at all levels.

54. Are recipient agencies required to meet the Section 3 goals, or are they optional?

The Section 3 numerical goals are minimum targets that must be reached in order for the Department to consider a recipient in compliance. Recipient agencies are required to make best efforts to the greatest extent feasible, to achieve the annual numerical goals for employment and contracting. If an agency fails to fully meet the Section 3 numerical goals, they must adequately document the efforts taken to meet the numerical goals (see Question #2 for a discussion of "to the greatest extent feasible").

55. What are the Section 3 minimum numerical goals?

The minimum numerical goal for employment is thirty (30) percent of the aggregate number of new hires shall be Section 3 residents, annually- i.e., 3 out of 10 new employees needed to complete a Section 3 covered project/activity shall be Section 3 residents.

The minimum goals for contracting are:

- Ten (10) percent of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing or building trades work arising in connection with

housing rehabilitation, housing construction and other public construction, shall be awarded to Section 3 businesses; and

- Three (3) percent of the total dollar amount of all non-construction Section 3 covered contracts shall be awarded to Section 3 businesses

56. What is considered a Section 3 covered "non-construction" project?

Section 3 covered non-construction projects include maintenance contracts, including lawn care, re-painting, routine maintenance, HVAC servicing, and professional service contracts associated with construction ( ex.: architectural, engineering, legal services, accounting, marketing, etc.).

57. What is considered "other" public construction?

Other public construction includes infrastructure work, such as extending water and sewage lines, sidewalk repairs, site preparation, installing conduits for utility services, etc.

58. Are the numerical goals the same as set-asides and quotas?

No. A set-aside guarantees that a specific portion of funds will be provided to a protected class. Section 3 goals are minimum numerical targets that a recipient of HUD Section 3 covered financial assistance must try to reach to attain compliance with Section 3.

59. What is the meaning of the "safe harbor" determination?

When a recipient agency or contractor meets the numerical goals, the recipient or contractor is considered to be in compliance with Section 3, absent evidence to the contrary (i.e., evidence or findings obtained from a Section 3 compliance review).

60. What should recipient agencies or contractors do if they fail to meet the minimum numerical goals set forth in the regulation?

Recipient agencies and their contractors must adequately document all efforts taken to comply with the requirements of Section 3, and explain why despite their efforts "to the greatest extent feasible"; the minimum numerical goals were not met.

The Department will take each agency's explanation into consideration when making compliance determinations.

## RECORDKEEPING AND REPORTING

61. What are the recordkeeping requirements of Section 3 recipient agencies?

Documentation of actions taken to comply with the employment, training and contracting requirements of Section 3, the results of actions taken and impediments encountered. Recipient agencies should maintain records of job vacancies, solicitation for bids or proposals, selection materials, and contract documents (including scope of work and contract amount), in accordance with Federal or State procurement laws and regulations. The documentation should demonstrate efforts taken towards the achievement of the Section 3 numerical goals.

62. Who is required to submit Section 3 reports?

Each direct recipient of Section 3 covered HUD financial assistance shall submit an annual report for the purpose of determining the effectiveness of Section 3. Section 3 summary reports, form HUD 60002, are required even if the recipient agency did not undertake any activities that triggered the requirements. Subrecipients, developers, and contractors should not submit Section 3 annual reports directly to the Department.

63. Where should Section 3 summary reports (Form HUD 60002) be submitted?

The Department has developed an online reporting system to allow grantees to submit Section 3 reports (form HUD 60002) directly to FHEO. Reports should be submitted online at: [www.hud.gov/section3](http://www.hud.gov/section3) from the [Section 3 website](#).

64. After an agency submits its Section 3 report online, should a hard copy of the form also be submitted to HUD by fax, email, or mail?

No. Since the Department has an online reporting system, it is not necessary for agencies to submit hard copies (or paper copies) of reports to FHEO. The Department is making an effort to go "paperless" and wants to reduce paper submissions of Section 3 reports.

However, it is recommended that grantees retain a copy of their completed Section 3 reports on file and optionally submit them as an attachment to their annual performance report if applicable (CAPERS report for CDBG, HOME and ESG Programs).

65. Are contractors or developers required to submit Section 3 reports directly to HUD?

No. Contractors and/or developers should not submit Section 3 reports to HUD. Only direct recipients (agencies) are required to submit Section 3 reports to HUD. Contractors should maintain adequate documentation to demonstrate compliance

with Section 3 and forward information to the direct recipient (i.e., the agency that awarded them a covered contract) as directed or upon request.

66. Should recipient agencies establish a reporting system for their contractors and subcontractors?

Yes, reports compiled by contractors and subcontractors will assist the recipient agency in gathering the necessary data for submission to HUD.

67. When are Section 3 annual reports (Form HUD 60002) due?

Depending on the source of funding, annual reports should be submitted at one of three times:

- 1) At the time the recipient submits an annual performance report;
  - 2) By January 10 of each year if no program annual performance report is required; or
  - 3) Within ten (10) days of project completion, whichever is earlier.
- PHAs should submit form HUD60002 by January 10<sup>th</sup>.
  - Grantees Awarded funding for Section 202/811 should submit form HUD 60002 by January 10th.
  - Grantees Awarded funding for CDBG, HOME and/or ESG should submit form HUD 60002 at the same time they submit the CAPER report.
  - Grantees Awarded funding for lead abatement activities should submit form HUD 60002 with their annual reports no later than September 30th.

68. Where can I find instructions for completing form HUD 60002?

Instructions for completing form HUD 60002 can be found on the Section 3 website at [www.hud.gov/section3](http://www.hud.gov/section3). Additional technical assistance for completing form HUD 60002 can be obtained by submitting an email request to: [section3@hud.gov](mailto:section3@hud.gov).

69. How can a recipient agency request a copy, make corrections, or delete its own Section 3 annual report?

The recipient agency should submit an email request to [section3@hud.gov](mailto:section3@hud.gov). Requests should contain the agency's name along with the year, grant number, and dollar amount of the report in question.

70. How can I obtain copies of 60002 reports for another local recipient agency?

Copies of 60002 reports for local recipient agencies for which you are not affiliated with can be obtained by completing and submitting a Freedom of Information Act (FOIA) request at: <http://www.hud.gov/offices/ogc/foia/foiarequests.cfm>.

71. Are agencies required to submit Form HUD 2516 to demonstrate compliance with Section 3?

No. Agencies are not required to submit Form HUD 2516 to demonstrate compliance with Section 3. In addition, while Form HUD 2516 does capture some Section 3 data, it is not sufficient to demonstrate overall compliance to the Department. The only form that should be submitted for Section 3 reporting requirements is form HUD 60002.

### **SECTION 3 COMPLAINTS**

72. Who can file a complaint that alleges non-compliance with the requirements of Section 3?

Any Section 3 resident or Section 3 business (or authorized representative) seeking employment, training, or contracting opportunities generated by Section 3 covered assistance may file a complaint using form HUD 958.

73. Where should Section 3 complaints be submitted?

Effective November 2007, Section 3 complaints must be filed at the appropriate FHEO Regional Office where the violation occurred. Please visit [www.hud.gov/offices/fheo](http://www.hud.gov/offices/fheo) to obtain the address and telephone number for FHEO regional offices.

74. Where can I find form HUD 958?

Copies of the Section 3 complaint form (HUD 958), filing instructions and mailing addresses may be obtained at: [www.hud.gov/section3](http://www.hud.gov/section3).

75. Is there a time limit for filing a Section 3 complaint?

Yes. Section 3 complaints must be filed no later than 180 days from the date of the action or omission upon which the complaint is based.

76. What happens during an investigation?

Once a timely complaint has been filed with the appropriate Regional Office, the Department will determine if the complainant has jurisdiction or is covered by Section 3 regulations. An investigator will be assigned the case and will notify the respondent about the complaint. The respondent has the option of resolving the complaint or

contesting it. If the respondent contests or denies the allegations of noncompliance contained in the complaint, the investigator will proceed to gather facts or evidence from both parties. Thereafter, the investigator will prepare a letter of findings and either make a determination of noncompliance or dismiss the complaint.

77. What happens if HUD determines a recipient is in noncompliance?

Pursuant to 24 CFR 135.76, the Assistant Secretary will attempt, through informal methods, to obtain a voluntary and just resolution of the complaint. Where attempts to resolve the complaint informally fail, the Assistant Secretary will impose a resolution on the recipient and complainant. Any resolution imposed by the Assistant Secretary will be in accordance with requirements and procedures concerning the imposition of sanctions or resolutions as set forth in the regulations governing the HUD program under which the Section 3 covered assistance is provided.

78. Can complainants appeal the initial decision made in a Section 3 complaint?

A complainant can submit a written appeal to the Assistant Secretary for Fair Housing and Equal Opportunity in Washington, DC within 15 days after the Regional Office makes its determination. Requests should be sent to:

U.S. Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity  
451 Seventh Street, SW  
Room 5100  
Washington, DC 20410

79. Where else can I file complaints alleging denied employment and contracting opportunities?

If you are denied employment and/or contracting opportunities, you *may* have standing to bring a complaint at HUD under Title VI of the Civil Rights Act and/or Section 109 of the Housing and Community Development Act of 1974.

You may also be eligible to bring complaints under other federal laws. The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information (medical history or predisposition to disease). For more information about your rights, please contact EEOC at: [www.EEOC.gov](http://www.EEOC.gov).

The Department of Labor Office of Federal Contract Compliance Programs (OFCCP) enforces, for the benefit of job seekers and wage earners, the contractual promise of affirmative action and equal employment opportunity required of those who do business with the Federal government. More information about the services they provide can be obtained at: <http://www.dol.gov/ofccp/>



## Section 3 Business Registry

[INSTRUCTIONS](#) [FAQS](#) [CONTACT US](#)

OMB Approval No. 2529-0052 (exp. 05/31/2018)

### What is the Section 3 Business Registry?

#### **What is the Section 3 Business Registry**

[Am I a Section 3 Business](#)

[Register a Business](#)

[Search for a Business](#)

#### What is the Section 3 Business Registry

The Section 3 Business Registry is a listing of firms that have self-certified that they meet one of the regulatory definitions of a Section 3 business and are included in a searchable online database that can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of certain HUD-funded contracts. The database can also be used by Section 3 residents to identify businesses that may have HUD-funded employment opportunities.

This registry is a helpful tool to assistant recipients of HUD funding (e.g., Public Housing Agencies, local units of government, property owners, etc), developers, and others locate Section 3 businesses within their community. It also enables HUD grantees to meet their Section 3 obligations by reducing some of the burden associated with locating eligible businesses.

It is important to note that Section 3 businesses are not entitled to receive contracts simply by being listed in HUD's Section 3 Business Registry database. Eligible businesses may need to demonstrate that they are responsible and have the ability to perform successfully under the terms and conditions of proposed contracts. Section 3 requirements at 24 CFR 135, then provides preference for contracts and subcontracts to these firms-but not a guarantee.

While the Department maintains the Business Registry database, it has not verified the information submitted by the businesses and does not endorse the services they provide. Accordingly, it is recommended that users perform due diligence before awarding contracts to firms that have self-certified on this registry by ensuring that they meet the definition of a Section 3 business concern as defined by the Department's regulations at 24 CFR 135.5.

The general public can notify the Department through the Business Registry website if they believe a firm has potentially misrepresented themselves as a Section 3 business. In such situations, HUD will request documentation and additional information from the business to verify that they qualify for inclusion in the database. Businesses found to have misrepresented themselves will be removed from the database and penalized (see registry webpage for more information).

To search the database for self-certified Section 3 businesses, register your business for inclusion, or for more information on the Business Registry, please visit <http://www.hud.gov/Sec3Biz>.

Additional information on the requirements of Section 3, can be found at <http://www.hud.gov/section3>

U.S. Department of Housing and Urban Development 451 7th Street S.W., Washington, DC 20410 Telephone: (202) 708-1112 TTY: (202) 708-1455. HUD

[https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome?utm\\_source=Section+3...](https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome?utm_source=Section+3...) 4/7/2016

## How to Use HUD's Section 3 Business Registry Webpage

The Section 3 Business Registry is a listing of firms that have self-certified that they meet one of the regulatory definitions of a Section 3 business and are included in a searchable online database that can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of certain HUD-funded contracts. The database can also be used by Section 3 residents to identify businesses that may have HUD-funded employment opportunities.

This registry is a helpful tool to locate Section 3 businesses in their community. It also enables HUD grantees to meet their Section 3 obligations by reducing some of the burden associated with locating eligible businesses.

<b>Am I a Section 3 Business?</b>	
This feature allows businesses that potentially meet one of the three regulatory definitions of a Section 3 Business Concern to determine whether they meet one (or more) of the qualifications.	
<b>Option 1:</b>	<b>Determine if the Business Meets the Definition of a Section 3 Business Based on Ownership</b>
1. Enter the Number of Owners that Meet the Definition of a Section 3 Resident for the Metropolitan Area or Non-Metropolitan County Where the Project is Located	
2. Enter the Total Number of All Other Owners of the Business	
3. Percentage is Automatically Calculated	
If percentage is less than 51% the business does not meet the definition of a Section 3 Business	
<b>Option 2:</b>	<b>Determine if the Business Meets the Definition of a Section 3 Business Based Percentage of Full Time Employees</b>
1. Enter the Total Number of Full-Time Employees in all Job Categories	
2. Enter the Number of Full-Time Employees that <u>Currently</u> Meet the Definition of a Section 3 Resident for the Metropolitan Area or Non-Metropolitan County Where the Project is Located	
3. Enter the Number of Full-Time Employees that Met the Definition of a Section 3 Resident for the Metropolitan Area or Non-Metropolitan County Where the Project is Located Within Three Years From the Date of First Employment with the Business	
4. Percentage is Automatically Calculated	
If percentage is less than 30% the business does not meet the definition of a Section 3 Business	
<b>Option 3:</b>	<b>Determine if the Business Meets the Definition of a Section 3 Business Based the Award of Subcontracts to Businesses that Meet the Requirements of Option 2 or 3 Above.</b>
1. Enter the Total Dollar Amount of Sub-Contracts to Be Awarded on Covered Activities	
2. Enter the Total Dollar Amount of Sub-Contracts to be Awarded to Businesses that Meet One of the Definitions of a Section 3 Business for the Metropolitan Area or Non-Metropolitan County Where the Project is Located that will Receive Contracts for Covered Activities	
3. Percentage is Automatically Calculated	
If percentage is less than 25% the business does not meet the definition of a Section 3 Business	

**Businesses that meet one of the preceding definitions of a Section 3 Business may proceed to self-certify their eligibility to HUD and HUD-funded grantees.**

**Register A Business**

This feature allows businesses that meet one of the regulatory definitions of a Section 3 Business Concern to self-certify they status to HUD.

Section 3 Businesses are defined as: Section 3 business concerns are businesses that can provide evidence that they meet one of the following criteria:

- a) 51 percent or more owned by Section 3 residents; or
- b) At least 30 percent of its full time employees include persons that are currently Section 3 residents, or were Section 3 residents within three years of the date of first hire\*; or
- c) Provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to business concerns that meet one of the first two qualifications above.

All box fields with \* are required fields that must be filled with information regarding that box before an application can be submitted.

**Select the Location of the Section 3 Business \***

1. Select the drop down box to choose the State where the business is located.
2. Select the drop down for county's which will automatically populate the counties from the state selected previously.
3. Select your city from the next drop down tab which will automatically populate the cities from the county you selected.
4. Select the zip code for the selected city.

Once the above steps have been taken your selected state, county, city, and zip code be automatically generated in the application and you can now begin entering in your business detail information.

<b>Box 1:</b>	<b>Business Name</b> REQUIRED FIELD (*)	Enter the name of your business as it appears in your state's registered business database, DBA (Doing Business As), LLC, or Corporation.
<b>Box 2:</b>	<b>Business Street Address</b> REQUIRED FIELD (*)	Enter the address as it appears in your state's registered business database, DBA (Doing Business As), LLC, or Corporation. (PO Boxes accepted)
<b>Box 3:</b>	<b>Business City</b> REQUIRED FIELD (*)	Automatically Populated
<b>Box 4:</b>	<b>County</b> REQUIRED FIELD (*)	Automatically Populated
<b>Box 5:</b>	<b>State</b> REQUIRED FIELD (*)	Automatically Populated
<b>Box 6:</b>	<b>Zip Code</b> REQUIRED FIELD (*)	Automatically Populated
<b>Box 7:</b>	<b>Business Telephone Number</b> REQUIRED FIELD (*)	Enter the business contact number
<b>Box 8:</b>	<b>Business Website Address</b>	Enter the business website address/URL
<b>Box 9:</b>	<b>Business Point of Contact</b> REQUIRED FIELD (*)	Enter the name of the primary contact person
<b>Box 10:</b>	<b>Business Email</b> REQUIRED FIELD (*)	Enter the name of the primary contact person's email address
<b>Box 11:</b>	<b>Contact Phone Number</b>	Enter the number of the primary contact person
<b>Box 12:</b>	<b>Number of Employees</b> REQUIRED FIELD (*)	Enter the total number of currently employed staff, including yourself and partners if any
<b>Box 13:</b>	<b>Business License</b>	Enter your businesses license number. Virtually every business needs some form of license or permit to operate legally. However, licensing and permit requirements vary depending on the type of business you are operating, where it's located, and what government rules apply. In most cases, there is a fee charged to obtain a business license. Requirements for a business license vary by state and municipality. Please visit: <a href="http://www.sba.gov/content/search-business-licenses-and-permits">http://www.sba.gov/content/search-business-licenses-and-permits</a> to learn more about obtaining a business license. If

		a business license number is not required please enter "Not Applicable"
Box 14:	NAICS	North American Industry Classification System (NAICS). NAICS is a system used to classify establishments by industry
Box 15:	Year Business Established REQUIRED FIELD (*)	Enter the year the business was established
Box 16:	Duns Number	Duns is a unique 9 digit universal numbering system that's used by businesses and the federal government to keep track of more than 70 million businesses worldwide. D-U-N-S Number assignment is free for all businesses required to register with the federal government for contracts or grants. For more information on DUNS numbers go to <a href="http://SBA.gov">SBA.gov</a>
Box 17:	EIN	An Employer Identification Number (EIN) is also known as a Federal Tax Identification Number, and is used to identify a business entity. Generally, businesses need an EIN. You can apply through the IRS. This is a free service offered by the Internal Revenue Service. You must check with <u>your state</u> to make sure you need a state number or charter.
Box 18:	Business Capabilities Narrative	Capability Narrative is a summary of a company's ability to perform. What services does my business provide relative to my primary NAICS code? <b>Your narrative must be less than 4,000 characters.</b>
Box 19:	Please note any locations within the County and/or City Area that your business is NOT willing to serve.	Enter any County and/or City Area that your business is NOT willing to serve. <b>MUST BE LESS THAN 200 CHARACTERS.</b>
Box 20:	Section 3 Business Criteria: REQUIRED FIELD (*)	At least one of the criteria's must be checked. Click here <a href="#">Am I a Section 3 Business</a> to determine if you or your business is eligible to receive preference as a Section 3 business
NEXT		
* Type of services that your business provides: Please check at least one box. If other please provide description. REQUIRED FIELD (*)		
Box 21:	Other	Give a brief description of your company and what services it provides.
Is your Business Currently Hiring New Employees: Check either Yes or No		
After Reading disclaimer tap the "Register Business" tab. The next page will ask you to verify your information and allow you the opportunity to make any necessary corrections. Once you have verified your information you can then select 'Submit Registration' to continue or 'Cancel' to return to the form to make any corrections. Once submitted your business will be added to the registry.		

### How to Search For A Section 3 Business

This feature allows users to search for Section 3 businesses in their community based on the criteria entered into the system.

<b>Step 1:</b>	<b>Select the Location That You Are Searching for Section 3 Businesses*</b> <ol style="list-style-type: none"><li>1. Select the drop down box to choose the State where you are searching for Section 3 businesses.</li><li>2. Select the drop down for the county that you are searching for Section 3 businesses. The list will be automatically populated with counties from the state selected previously.</li><li>3. Select the city that you are searching for Section 3 businesses in. The list will be automatically populated with the cities from the county you selected.</li><li>4. Select the zip code for the selected city.</li></ol>
<b>Step 2:</b>	<b>Select the Type of Section 3 Businesses That You Are Seeking:</b> <ul style="list-style-type: none"><li>▪ Brick Masonry</li><li>▪ Carpentry</li><li>▪ Electrical</li><li>▪ General Contractor</li><li>▪ HVAC</li><li>▪ IT</li><li>▪ Janitorial</li><li>▪ Landscaping</li><li>▪ Lead Hazard Control</li><li>▪ Maintenance</li><li>▪ Painting/Drywall</li><li>▪ Plumbing</li><li>▪ Security</li><li>▪ Other</li></ul>
<b>Step 3:</b>	<b>Click "Search for a Business"</b>
<b>Step 4:</b>	<b>Search Results Will Be Generated for the Criteria Entered</b>
<b>Step 5:</b>	<b>Search results can be exported to an Excel spreadsheet to allow users to send group emails or send mass mailings.</b>

#### **Disclaimer:**

HUD has not verified the information submitted by businesses listed in this registry and does not endorse the services that they provide. Users of this database are strongly encouraged to perform due diligence by verifying Section 3 eligibility before providing preference or awarding contracts to firms that have self-certified their Section 3 status with the Department.

#### **How Do I Notify HUD if I Suspect that a Business in this Registry Does Not Meet Section 3 Eligibility Criteria?**

If you believe that a firm has misrepresented itself as a Section 3 Business, please submit an email to the U.S. Department of Housing and Urban Development by clicking here: [Sec3biz@hud.gov](mailto:Sec3biz@hud.gov)

Your email should contain the following:

- Your name, telephone number, and email address (this information will not be shared outside of HUD)
- Name, city, and state of firm that has allegedly misrepresented their status as a Section 3 business.
- Any narrative explanations describing why you believe that this firm does not meet the Section 3 Business eligibility criteria.

\*Red asterisk indicates a required field.

## **We Need Your Help!!**

HUD's Section 3 Business Registry contains contract information for Section 3 businesses across the country. Its purpose is to increase the amount of contracts that are awarded Section 3 Businesses and their overall exposure to HUD-funded agencies and their subrecipients, contractors, and developers—all of who have Section 3 obligations.

Its success depends on the number of businesses that self-certify and recipients, contractors, etc. that use it!!

Please encourage Section 3 Businesses that you have worked with previously, or that you think may meet one of the regulatory definitions, to self-certify with HUD's Section 3 Business Registry. Doing so will make other local agencies and contractors with Section 3 obligations aware of their status and the services they provide, which will ultimately strengthen your local economy and promote self-sufficiency.

We also encourage PHAs and other covered grantees to use the registry as a tool for locating Section 3 businesses in your local area to be notified about HUD-funded contracting opportunities that you or your subrecipients, contractors, developers, etc. may have available, as stipulated in the Section 3 regulations.

Please [click here](#) to access Section 3 Outreach Materials.

Additional information about Section 3 obligations can be obtained by visiting:  
[www.hud.gov/section3](http://www.hud.gov/section3)

Thank you for your assistance!

## Frequently Asked Questions About HUD's Section 3 Business Registry

### 1. What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968. The intent of Section 3 is to ensure that preference for employment, training and contracting opportunities generated from the expenditure of certain HUD funds, is given to local low- and very low-income persons, particularly those who receive federal housing assistance, and businesses that are owned by or substantially employ such persons.

### 2. What does the term "Section 3 resident" mean?

A "section 3 resident" is: 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or Non-metropolitan County where the Section 3 covered assistance is expended.

### 3. What does the term "Section 3 Business" mean?

Section 3 businesses are businesses that can provide evidence that they meet one of the following criteria:

- a) 51 percent or more owned by Section 3 residents; or
- b) At least 30 percent of its full time employees include persons that are currently Section 3 residents, or were Section 3 residents within three years of the date of first hire\* ; or
- c) Provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to businesses that meet the qualifications of a) or b) above.

\*Example: John is a Section 3 resident that is unemployed. He is hired by XYZ Construction Company at a salary of \$37,500 per year. The local low-income limit for a one-person household is \$35,000. John can be counted as a Section 3 resident by XYZ Construction Company for up to three years towards their efforts to meet the Section 3 business criterion under definition "B" as described above.

**4. How are the terms “low-income” and very low-income determined?**

Low- and very-low-household income limits are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the median income for each locality by household size or the number of people residing in one house. HUD income limits may be obtained from:  
<http://www.huduser.org/portal/datasets/il.html>

**5. What is HUD’s Section 3 Business Registry?**

The Section 3 Business Registry is a registry of firms that have self-certified their status as Section 3 Businesses. Businesses who self-certify that they meet one of the regulatory definitions of a Section 3 business will be included in a searchable online database. The database can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of covered construction and non-construction contracts to Section 3 businesses. Section 3 residents are also encouraged to use the registry to identify businesses that may have HUD-funded employment opportunities.

**6. How does my firm submit a self-certification application if it meets the definition of a Section 3 Business?**

Businesses can submit an online application for inclusion in the Section 3 registry at: [www.hud.gov/Sec3Biz](http://www.hud.gov/Sec3Biz).

**7. When does a business certification expire?**

A certified business must recertify after 3 years.

**8. Where do I find the database of firms that have self-certified that they meet the definition of a Section 3 Business?**

To search the database for businesses please visit: [www.hud.gov/Sec3Biz](http://www.hud.gov/Sec3Biz).

**9. What documentation is required from firms that meet the definition of a Section 3 Business?**

For inclusion in the registry, businesses must submit the online application and are not initially required to submit any additional documentation to HUD. Additional documentation may be requested if HUD receives complaints alleging that any business in its registry has misrepresented their firm’s status to the Department. Businesses may also be required to submit supporting documentation as evidence of their eligibility to recipients prior to the award of the HUD-funded contract.

#### **10. What is a business license?**

A business license is a type of legal authorization to operate a business in a city, county, or state. A license may even be required on a federal level. Typically issued in document form, a business license gives a business owner the right to conduct entrepreneurial activities as set forth in the license application. In most cases, there is a fee charged to obtain a business license. Requirements for a business license vary by state and municipality. Please visit: <http://www.sba.gov/content/search-business-licenses-and-permits> to learn more about obtaining a business license.

#### **11. Has HUD verified the authenticity of firms that have submitted self-certification applications and does HUD endorse the quality of services provided by such firms?**

While the Department maintains the Business Registry database, it has not verified the information submitted by the businesses and does not endorse the services they provide. Accordingly, it is recommended that users perform due diligence before awarding contracts to firms that have self-certified their status as a Section 3 business.

The Department will periodically conduct random audits of a percentage of the Section 3 businesses in its registry.

#### **12. Does being self-certified as a Section 3 Business mean that a firm is automatically entitled to HUD-funded contracts?**

A Section 3 business is not entitled to a contract simply by being listed in the HUD Section 3 Business Registry database. Section 3 businesses may need to demonstrate to the satisfaction of the recipient agency (i.e., Public Housing Authority, local government agency, developer, etc.) that they are a responsible bidder with the ability to perform successfully under the terms and conditions of prospective contracts.

The Section 3 regulation at 24 CFR Part 135.36 provides preference to Section 3 businesses that submit responsible bids for contracts and subcontracts, but does not guarantee the award of contracts.

#### **13. What if I believe that HUD has accepted the self-certification of a firm that does not meet the definition of a Section 3 Business?**

The Department strongly encourages anyone that believes that a firm in this registry does not meet the eligibility criteria of a Section 3 Business to notify the HUD Office of Inspector General at <http://www.hudoiq.gov/report-fraud>. HUD's office of Inspector General is responsible for investigating claims of fraudulence. In such situations, the HUD Office of Inspector General may request documentation and additional information from the business to verify that they qualify for inclusion in the database. Businesses found to have misrepresented themselves will be removed

from the database and penalized as appropriate by the HUD Office of Inspector General.

**14. What if my firm is listed on HUD's Section 3 Business Self-Certification Database and I need to change or update my contact information?**

If your firm needs to change or update your contact information, please submit a detailed request via email to: [Sec3biz@hud.gov](mailto:Sec3biz@hud.gov).

**15. How can I find recipients or agencies that are required to provide preferences to Section 3 residents and businesses in my area?**

To find local recipients, contact your local HUD office. To find your closest office, visit: [www.hud.gov/localoffices](http://www.hud.gov/localoffices).

**16. Are agencies that receive covered HUD funding (i.e., PHAs, cities, states, property owners, and other agencies) required to use this database?**

Recipient agencies that receive Section 3 covered assistance will be informed about the database and encouraged but not required, to contact Section 3 firms in the registry prior to awarding covered contracts.

**17. Are General Contractors required to use this database?**

General Contractors and other developers that receive contracts from recipient agencies may be informed about the database by local recipients and instructed to contract Section 3 firms in the registry prior to the award of subcontracts.

**18. How will HUD monitor success under the Section 3 Business Registry Program?**

The Department will survey Section 3 Businesses and recipient agencies to determine outcomes and challenges associated with the implementation of the Section 3 Business Registry. The Department will monitor the usage of the database by businesses and recipients, and other feedback as a part of its assessment.

**19. Where can I find more information on the requirements of Section 3?**

For more information on the requirements of Section 3, please visit [www.hud.gov/Section3](http://www.hud.gov/Section3).



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A A A

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Resident Services: Employment and Education

**Employment Preparation and Retention**



HACC Human Services will seek to find partners who will assist residents with employment preparation, placement, and retention services. These services not only assist residents to meet the community service requirement but to also assist residents on a pathway to self-sufficiency. Services include, but are not limited to:

- Work readiness, skill development, and career advancement
- Educational Advancement
- Community Service Hour Compliance
- Placement in Section 3 opportunities among other employment opportunities

**Educational Advancement**

- HACC Human Services seeks to partner with organizations that can provide residents with Tests of Adult Basic Education (TABE) to determine if any literacy or educational deficiencies are present that would create a barrier.
- HACC Human Services seeks to partner with local schools to provide GED preparation courses as well as connect residents with other educational opportunities through other organizations.
- Residents who have completed their high school diploma or GED are encouraged to engage in college or other post-secondary education opportunities.

**Section 3 Resident Registration Portal**

Human Services is very pleased to announce the Section 3 Resident Registration Portal has been activated and is open for your registration.

- We are very pleased to announce the Section 3 Resident Registration Portal has been activated and is open for your registration. If you are looking for employment, please follow these steps:
  - Click on: <https://nahro.economicengine.com/registration/section3/index.html?nocache=51788088>
  - Click on Section 3 Resident Registration
  - Select the State of Illinois
  - Select the Housing Authority of Cook County
  - Select your Housing Site

[http://thehacc.org/human-services/employment-and-education/?utm\\_source=Section+3+Req...](http://thehacc.org/human-services/employment-and-education/?utm_source=Section+3+Req...) 4/7/2016

6. Fill out your information
7. Click Submit button

If you have any questions please email: [section3@thehacc.org](mailto:section3@thehacc.org)

### Employment Resources:

[Cook County Government](#)  
[City of Chicago](#)  
[State of Illinois](#)  
[Careerbuilder](#)  
[Monster](#)  
[Indeed](#)  
[Simply Hired](#)  
[USA Jobs](#)  
[Chicago Transit Authority \(CTA\)](#)  
[Metra Rail](#)  
[Pace Bus](#)  
[ARAMARK](#)  
[Hilton Careers - U.S. and Worldwide](#)  
[Illinois Department of Transportation](#)  
[Career Finder through City Colleges of Chicago](#)  
[National Able Network](#)

### Education Resources:

#### [Scholarship Opportunities 2014](#)

[Prairie State College](#)

[South Suburban College](#)

[Governors State University](#)

[City Colleges of Chicago](#)

[Oakton Community College](#)

[Moraine Valley College](#)

[Pipefitting Training](#)

#### General Education Development (GED)

- [Tuition Free GED Preparation](#) (study for GED test) [Register for GED Classes](#)
- [Test Site Locations](#)

More free classes for GED preparation at [Prairie State College](#).

#### Locate Job Fairs and Events in your area

[Illinois Work Net Center](#)

[Chicago Heights -Workforce Center Information](#)

#### Financial Aid Resources:

[Federal Student Aid](#)

[Find Scholarships](#)

[Main Office Hours and Location](#)

[Contact the HACC](#)

[Landlord Login](#)

[Paypal Payment Information](#)

[Subject](#)

[http://thehacc.org/human-services/employment-and-education/?utm\\_source=Section+3+Req...](http://thehacc.org/human-services/employment-and-education/?utm_source=Section+3+Req...) 4/7/2016

Housing Authority of Cook County  
175 W. Jackson Blvd. Suite 350  
Chicago, IL 60604 | Map

Tel: 312.663.5447

Office Hours:

by appointment only

Monday: 8:30am – 4:30pm  
Tuesday: 8:30am – 4:30pm  
Wednesday: Closed to the Public  
Thursday: 8:30am – 4:30pm  
Friday: 8:30am – 4:30pm

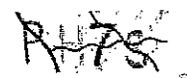
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Your Email

Message

CAPTCHA Code:



Submit

[Click Here](#)

Landlord Name & Landlord Code

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Latest News



Landlord Outreach Meetings

© 2014 Housing Authority of Cook County  
Website by HACC



Report challenges tie between housing vouchers, crime



Housing Choice Vouchers and Sequestration



# Section Three Opportunities

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[Register](#)

- [Jobs](#)
- [Section 3 Business Registry](#)
- [About Section 3](#)
- [Employer Sign In](#)
- [Find S3 Business Concern](#)

## Welcome!

You have entered the Chicago Housing Authority's (CHA) **SECTION 3 JOB OPPORTUNITIES APPLICATION**. The system is an employment search engine for qualified Section 3 residents seeking employment on CHA's federally funded contracts.

### SHORT OVERVIEW

In accordance with HUD's regulation 24 CFR 135.5, new job opportunities created by federal financial assistance housing and community development programs should, if possible, be directed toward low and very-low income persons, particularly those who are recipients of government assistance for housing.

Section 3 is a means by which HUD fosters local economic development, neighborhood economic improvement, and individual self-sufficiency. Section 3 is the legal basis for providing jobs for residents and awarding contracts to businesses in areas receiving certain types of HUD federal assistance.

### WHO ARE SECTION 3 RESIDENTS?

Section 3 residents are public housing residents and low and very-low income persons who live in the Chicago Metropolitan Area or non-metropolitan County (To view your local income limits click [HERE](#)) where HUD-assisted project for housing or community development is located.

Don't have an account yet? [Register](#)

Email:

Password:

Remember Me?

[Sign In](#)

[Forgot your password?](#)

© 2015 Chicago Housing Authority, 60 E. Van Buren. Chicago, IL 60605

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**SECTION 3**

1) Section 3 Clause

**Section 3 Clause**  
**24 CFR, Part 135.20 and HUD Grant Agreement**

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as Section 3 Clause):

- 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 to 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 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 315. 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 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, 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.

**NOTE:** Contractors are required to submit a Section 3 Affirmative Action Plan within fifteen (15) days of award of contract. The Plan is to describe the Contractor's affirmative efforts to train and employ lower income residents of the project area and to subcontract work with small businesses in the project area.

## COOK COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

### Outline for Contractor's Section 3 Affirmative Action Plan\*

This outline is provided to assist contractors who are awarded Community Development assisted contracts in preparing a Section 3 Affirmative Action Plan (AAP). In the AAP, the contractor is to describe his or her efforts to train and employ lower income residents of the project area and to utilize small businesses located in the project area as subcontractors. First consideration should be given to persons living in or businesses located in or closest to the programmed activity with second consideration to the municipality as a whole.

Initially, the contractor should list name and address, amount of the Community Development contract, kind of contract, and location of the project.

The next step concerns the training and employment of lower income residents. In this regard, the contractor should include the following:

1. A completed "Preliminary Statement Work Force Needs" (see attached). The contractor should show all positions occupied or vacant and, if positions exist, set a goal for Section 3 hiring.
2. If no vacant positions are indicated, provide an explanation of why this is the case, (e.g. the contractor will be using a work force from another job recently completed). Any contractor who fills positions immediately prior to undertaking Community Development assisted work is to provide evidence why its actions are not an attempt to circumvent the HUD requirements.
3. If hiring is anticipated, the contractor should give names and addresses of employment agencies, minority organizations (if applicable to the area), union halls, or other organizations which will be used to recruit employees\*\*. Advertising on the job site is also an effective method of affirmative action.

With regards to utilization of local, small businesses, the contractor's AAP should include the following"

1. A signed Certification Form (see attached) if no work will be subcontracted.
2. If work is to be subcontracted, the contractor should list the kind and dollar amount.
3. When subcontracting, the contractor should describe the efforts which will be used to locate Section 3 businesses. This should include contact with local business organizations such as the Chamber of Commerce. Also, the municipality may be able to assist based on its knowledge of local businesses.
4. Give the name of any local news media in which the work will be advertised to attract Section 3 businesses.

**Cook County Community Development  
Block Grant Program, Cont'd.**

Finally, the contractor should indicate in the AAP that lower income residents and owners of small businesses will be informed in the event of a grievance or complaint against the contractor, that they can file their grievance with:

HUD Area Office  
FH & EO Division  
547 West Jackson  
Chicago, IL 60606

NOTE: The AAP must be filed with the municipality within fifteen (15) days of award of the contract.

- \* This outline is a concise version of HUD's Chicago Area Office Section 3 outline with some additions.
- \*\* A municipality which has a Personnel Office and/or a Comprehensive Employment Training Act (CETA) program may be able to assist the contractor in meeting Section 3 hiring goals.

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

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

CDBG #: \_\_\_\_\_

DESCRIPTION/  
LOCATION OF PROJECT: \_\_\_\_\_  
\_\_\_\_\_

**AFFIRMATIVE ACTION STATEMENT**

It is the employment policy of \_\_\_\_\_ to recruit and hire  
(Company Name)  
employees without regard to their race, veteran status, handicap, color, religion, sex or national  
origin. Such action shall include, but not be limited to, the following: employment, upgrading,  
demotion or transfer, layoffs or terminations, recruitment or recruitment advertising, wage rates,  
selection for training including apprenticeship. It is further the intent of \_\_\_\_\_  
(Company Name)  
to examine all job classifications to determine if minority persons or women are underutilized  
and will take appropriate affirmative action to rectify any such under utilization.

This Company submits this policy to assure compliance with Executive Order 11246 and of the  
rules, regulations and relevant orders of the Secretary of Labor. It is our aim to provide leadership  
within the community to achieve full employment and utilization of the capabilities and productivity  
of all individuals without regard to race, veteran status, handicap, color, religion, sex or national  
origin.

\_\_\_\_\_ reaffirms its continued commitment to a program of  
(Company Name)  
equal employment on the basis of individual merit and to encourage all persons to seek  
employment with the Company and to strive for advancement on this basis.

\_\_\_\_\_  
(President & EEO Officer)

## **SECTION 3 FINAL REPORT**

### **Section 3 Residents Hired**

Name: \_\_\_\_\_ Job Title: \_\_\_\_\_  
Address: \_\_\_\_\_ Rate of Pay: \_\_\_\_\_  
Name: \_\_\_\_\_ Job Title: \_\_\_\_\_  
Address: \_\_\_\_\_ Rate of Pay: \_\_\_\_\_  
Name: \_\_\_\_\_ Job Title: \_\_\_\_\_  
Address: \_\_\_\_\_ Rate of Pay: \_\_\_\_\_  
Name: \_\_\_\_\_ Job Title: \_\_\_\_\_  
Address: \_\_\_\_\_ Rate of Pay: \_\_\_\_\_  
Name: \_\_\_\_\_ Job Title: \_\_\_\_\_  
Address: \_\_\_\_\_ Rate of Pay: \_\_\_\_\_

### **Section 3 Businesses Utilized**

Name: \_\_\_\_\_ Type of Subcontract: \_\_\_\_\_  
Address: \_\_\_\_\_ Amount: \_\_\_\_\_  
Name: \_\_\_\_\_ Type of Subcontract: \_\_\_\_\_  
Address: \_\_\_\_\_ Amount: \_\_\_\_\_  
Name: \_\_\_\_\_ Type of Subcontract: \_\_\_\_\_  
Address: \_\_\_\_\_ Amount: \_\_\_\_\_

### **USE ADDITIONAL SHEETS IF NECESSARY**

Project No. Name: \_\_\_\_\_  
Contractor's Name: \_\_\_\_\_  
Report Completed By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

(FinalReport.doc)

**PRELIMINARY STATEMENT  
WORK FORCE NEEDS**

Municipality or Contractor's Name \_\_\_\_\_

Address and City \_\_\_\_\_  
Date: \_\_\_\_\_

EMPLOYMENT CLASSIFICATION	OCCUPIED PERMANENT POSITIONS				VACANT POSITIONS				*Minority Black Spanish-American American Indian Orientals  **Show Section 3 lower income residents only under the Grand Total vacant positions slanted line.  ***To be used by municipalities and service Contractors, such as Engineering, Consulting firms and other similar firms.
	TOTAL		MINORITY*		TOTAL		MINORITY		
	Male	Female	Male	Female	M	F	M	F	
CONSTRUCTION:									
Foreman									
Journeyman									
Apprentices									
Laborers									
GRAND TOTAL									
NON-CONSTRUCTION***:									
Administrators									
Professionals									
Technicians									
Clerks									
Laborers									
GRAND TOTAL									

Submitted By \_\_\_\_\_  
(Official responsible for filling out this form)

Phone \_\_\_\_\_

## OTHER PROVISIONS

- 1) Clean Air Act of 1970 and the Federal Water Pollution Control Act Provisions
- 2) Architectural Barriers Act of 1968 Provision

**Clean Air Act of 1970 and the Federal  
Water Pollution Control Act Provisions**

Contracts and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency.

### **Architectural Barriers Act of 1968 Provision**

All contracts for construction of facilities shall contain a provision which requires the recipient to comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151) requirement that the design of any facility constructed comply with the "American Standard Specification for Making Buildings and Facilities Accessible and Usable by the Physically Handicapped," Number A-117.1 - 1961, as modified.

**Davis-Bacon Forms For Contractors and Subcontractors**

**With Contracts Over \$2,000**

- (1) Contractor and Subcontractor (three) Certifications. Due before the start of construction.
- (2) Weekly Payroll Forms and Instructions. Due within seven (7) days from the close of each pay week.
- (3) Record of Employee Interview Forms. To be completed by the municipality or its designated representative during the course of construction.

**ALL DAVIS-BACON FORMS ARE TO BE SENT TO THE MUNICIPALITY OR ITS DESIGNATED REPRESENTATIVE, I.E. ENGINEER, ARCHITECT.**

DAVIS-BACON

COOK COUNTY GOVERNMENT  
 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
 CONTRACTOR'S CERTIFICATION  
 CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

To:	Date:
	CDBG Project Number:
Project Name:	

1. The undersigned, having executed a contract with \_\_\_\_\_  
 (Municipality)  
 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.

2. He/She certifies that:

- (a) Neither he nor any firm, corporation, partnership or association in which he 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 [40 U.S.C. 276a-2(a)]
- (b) No part of the aforementioned 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.

3. He/She agrees to obtain and forward to the aforementioned recipient, within ten days after the execution of any subcontract, including those executed by his/her subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

(a) The workmen will report for duty on or about \_\_\_\_\_  
 (Date)

4. He certifies that:

(a) the legal name and the business address of the undersigned is:

Name:	
Business Address:	

(b) The undersigned is:

- (1) A SINGLE PROPRIETORSHIP
- (2) A PARTNERSHIP
- (3) A CORPORATION 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:

NAME	TITLE	ADDRESS

(d) The name, title and address 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)*:

NAME	TITLE	ADDRESS

(e) The name, address, and trade classification of all other building construction contractors in which the undersigned has a substantial interest are *(if none, so state)*:

NAME	TITLE	ADDRESS

\_\_\_\_\_  
*(Contractor)*

By: \_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Type 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."

COOK COUNTY GOVERNMENT  
 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
 SUBCONTRACTOR'S CERTIFICATION  
 CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

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

CDBG PROJECT NUMBER \_\_\_\_\_ PROJECT NAME \_\_\_\_\_

1. The undersigned, having executed a contract with \_\_\_\_\_  
 \_\_\_\_\_ (Contractor of Sub-Contractor)  
 \_\_\_\_\_ for \_\_\_\_\_  
 \_\_\_\_\_ (Nature of Work)  
 \_\_\_\_\_, in the amount of \$ \_\_\_\_\_

in the construction of the above-identified project, certifies that:

- (a) The Labor Standards Provisions of The Contract For Construction are included in the aforesaid contract;
  - (b) Neither he nor any firm, corporation, partnership or association in which he 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 [40 U.S.C. 276a-2(a)]
  - (c) No part of the aforementioned 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.
2. He agrees to obtain and forward to the contractor, for transmittal 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 in duplicate.

(a) The workmen will report for duty on or about \_\_\_\_\_  
 \_\_\_\_\_ (Date)

3. He certifies that:

(a) the legal name and the business address of the undersigned is:

(b) The undersigned is:

(1) A Single Proprietorship	(2) A corporation organized in the State of:
(3) A Partnership	(4) Other Organization (Describe):

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

NAME	TITLE	ADDRESS

(d) The name, title and address 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):

NAME	TITLE	ADDRESS

(e) The name, address, and trade classification of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	TITLE	ADDRESS

\_\_\_\_\_  
(Subcontractor)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type 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."

**MAKE CERTAIN ALL PAYROLLS CONTAIN THE FOLLOWING:**

1. Manual signature on back of payroll.
2. Statement of Compliance completed on back of payroll.
3. Appropriate block is checked regarding payment of fringe benefits.
4. Show a breakdown on trades in remarks on back of payroll, base rate and fringe benefits.
5. Payrolls are numbered. First payroll is No. 1 and continue. Mark last payroll "FINAL" and numbered.
6. Days and dates appear under Item 4.
7. Subcontractor's name and address on top of line.
8. Project number (upper right hand corner), name and location.
9. Workman's address and social security number appears on the first payroll on which the name appears.
10. Fill in Classification in No. 3 and include Class, Type, Size, etc. of power equipment operated.
11. Note in column 3 if workman is an apprentice, and furnish proof to HUD - FHA.
12. Make sure net wages, gross wages and deductions are shown.

**NOTE: INCOMPLETE PAYROLLS ARE UNACCEPTABLE!**

U.S. DEPARTMENT OF LABOR  
Wage and Hour Division  
INSTRUCTIONS FOR COMPLETING PAYROLL FORM, WH-347

**General:** The use of WH-347, payroll form, is not mandatory. This form has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 CFR, Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

This form meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Department of Labor, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

This payroll provides for the contractor's showing on the face of the payroll all monies paid to the employees, whether as basic rates or as cash in lieu of fringes and provide for the contractor's representation in the statement of compliance on the rear of the payroll that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions concerning the preparation of the payroll follows:

**Contractor or Subcontractors:** Fill in your firm's name and check appropriate box.

**Address:** Fill in your firm's address.

**Column 1 - Name, Address, and Social Security number of Employee:** The employee's full name must be shown on each weekly payroll submitted. The employee's address must also be shown on the payroll covering the first week in which the employee works on the project. The address need not be shown on subsequent weekly payrolls unless his address changes. Although not required by Regulations, Parts 3 and 5, space is available in the name and address section so that Social Security numbers may be listed.

**Column 2 - Withholding Exemptions:** This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Parts 3 and 5.

**Column 3 - Work Classifications:** List classification descriptive of work actually performed by employees. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. Employees may be shown as having worked in more than one classification provided accurate breakdown of hours so worked in maintained and shown on submitted payroll by use of separate line entries.

**Column 4 - Hours Worked:** On all contracts subject to the Contract Work Hours Standards Act enter as overtime hours worked in excess of 8 hours per day and 40 hours a week.

**Column 5 - Total:** Self-explanatory.

**Column 6 - Rate of Pay, Including Fringe Benefits:** In straight time box, list actual hourly rate paid the employee for straight time worked plus any cash in lieu of fringes paid the employees. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate, thus \$3,250/40. This is or assistance in computing overtime. See "Fringe Benefits" below. In overtime box show overtime hourly rate paid, plus any cash in lieu of fringes paid the employee. See "Fringe Benefits" below. Payment of not less than time and one-half, the basic or regular rate paid is required for overtime under the Contract Work Hours Standards Act of 1952. In addition to paying no less than the predetermined rate for the classification in which the employee works, the contractor shall pay to approved plans, funds, or programs or shall pay as cash in lieu of fringes amounts predetermined as fringe benefits in the wage decision made part of the contract. See "FRINGE BENEFITS" below.

**FRINGE BENEFITS - Contractors who pay all required fringe benefits:** A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of the payroll the basic cash hourly rate and overtime rate paid to his employees just as he has always done. Such a contractor shall check paragraph 4(a) of the statement on the reverse of the payroll to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exceptions shall be noted in Section 4(c).

**Contractors who pay no fringe benefits:** A contractor who pays no fringe benefits shall pay to the employee, and insert in the straight time hourly rate column of the payroll, an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. In addition, the contractor shall check paragraph 4(b) of the statement on the reverse of the payroll to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

**Use of Section 4(c), Exceptions**

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employee as cash in lieu of fringes and the hourly amount paid to plans, funds, or programs as fringes. The contractor shall pay, and shall show that he is paying to each such employee for all hours (unless otherwise provided by applicable determination) worked on Federal or Federally assisted project an amount not less than the predetermined rate plus cash in lieu of fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe benefits per hour should be entered in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

**Column 7 - Gross Amount Earned:** Enter gross amount earned on this project. If part of the employee's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus \$63.00 / \$120.00.

**Column 8 - Deductions:** Five columns are provided for showing deductions made. If more than five deductions should be involved, use first 4 columns; show the balance deductions under "Other" column; shown actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act regulations, 29 CFR, Part 3. If the employee worked on other jobs in addition to this project, shown actual deductions from his weekly gross wage, but indicate that deductions are based on his gross wages.

**Column 9 - Net Wages Paid for Week:** Self-explanatory.

**Totals:** Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

**Statement Required by Regulations, Parts 3 and 5:** While this form need not be notarized, the statement on the back of the payroll is subject to the penalties provided by 18 USC 1001, namely, possible imprisonment of 5 years or \$10,000.00 fine or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See paragraph entitled "FRINGE BENEFITS" above for instructions concerning filing out paragraph 4 of the statement.



**WHEDA**

Specify the net amount paid to the employee for the pay

List hourly wage rate and fringes paid in cash (not those paid to plans)

Specify the job classification located in the contract wage decision and/or the corresponding job title.

For Contractors: Optional Type: See instructions at [www.dbi.gov/wheda/wheda4471ntr.htm](http://www.dbi.gov/wheda/wheda4471ntr.htm)

Specify the total overtime and straight time hours worked on the project.

Specify the gross earnings for the hours worked under the contract.

List each worker's name. Only laborers and mechanics performing construction work under the contract should be listed.

Please note: Business Owners need only include their name, work classification including "owner" and the daily total hours worked.

Must accurately reflect overtime and straight time hours worked under the contract.

Public Burden Statement

NAME AND RESIDUAL ADDRESS (LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER OF WORKER)	BUSINESS OWNER'S NAME	CLASSIFICATION	(DAY AND DATE)												TOTAL HOURS	RATE OF PAY	GROSS EARNINGS	FICA	TOTAL DEDUCTIONS FOR 2010	NET AMOUNT PAID TO EMPLOYEE FOR 2010			
			1	2	3	4	5	6	7	8	9	10	11	12									
Alex Driver - ###		Power Equipment Bolt/Excess Grabs														2.00	\$32.83	\$65.66	\$1.42	\$64.24	\$161.00	\$318.43	\$1,274.03
Aileen Walker - ###		General Laborer														27.50	\$17.00	\$467.50	\$136.06	\$331.44	\$1,233.07	\$1,233.07	
Shane - ###		Apprentice Carpenter 1st CD 21.40%														40.00	\$32.72	\$1,308.80	\$1,064.72	\$244.08	\$1,064.72	\$4,007.71	\$3,937.01
Roy Vrench - ###		Plumber														20.00	\$67.88	\$1,357.60	\$1,028.40	\$329.20	\$1,357.60	\$4,801.16	\$4,768.04
Burt Turner - ###		Power Equipment Relay CD 1 group														24.00	\$69.97	\$1,679.28	\$1,439.20	\$240.08	\$1,679.28	\$4,102.27	\$4,022.27

If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter the gross amount earned on this contract in the top half of column 7. Enter the gross amount earned during the week for all projects in the bottom half.

Alex Driver worked 29.5 hours on this contract and 12.5 hours on another contract. The gross wages earned on this project, \$1,422.84, is entered in the top half of column 7. The gross wages earned on all projects, \$2,012.46, is entered in the

NAME AND ADDRESS OF EMPLOYER MAKING PAYROLL, INCLUDING SOCIAL SECURITY NUMBER OF WORKER	WORKER'S CLASSIFICATION	(A) DAY AND DATE							TOTAL HOURS	GROSS AMOUNT EARNED	DEDUCTIONS			NET AMOUNT RECEIVED FOR WEEK
		Mon	Tue	Wed	Thu	Fri	Sat	Sun			Withholding Tax	Medicare	Other	
Alex Driver - #1234	2 Pile/Equipment Bul Dozer Group 2								7.00	\$1,422.84	\$100.00	\$15.15	\$30.31	\$1,237.38
Jason Worker - #5678	2 General Laborer								27.50	\$2,012.46	\$100.00	\$125.47	\$65.52	\$1,721.47
Sharon Wood - #9012	3 Carpenter								40.00	\$1,300.78	\$100.00	\$128.77	\$91.21	\$1,000.81
Reggie Tree - #3456	1 Apprentice Carpenter 1st 6 mo. at 40%								40.00	\$1,827.48	\$100.00	\$154.77	\$119.77	\$1,552.71
Roy Wrench - #7890	5 Plumber								20.00	\$1,000.50	\$100.00	\$105.41	\$85.59	\$719.50
Roy Wrench - #1111	5 Steamfitter								20.00	\$1,038.40	\$100.00	\$147.11	\$118.21	\$781.08
Ben Turner - #2222	4 Power Equipment Rotary Drill Group 4								24.00	\$1,439.20	\$100.00	\$142.48	\$53.98	\$1,142.74

If an employee performs multiple work classifications under the contract, use two or more lines to distinguish the different job classifications, hours worked, and hourly wage earned for each.

Combine the two classifications when recording the gross amount earned for this pay period, deductions, and net wages.



Date 04/28/2010

Infrary Payer (Title)

Payroll Supervisor

(Name of Signatory Entity)

do hereby certify:

(1) That I am or was the supervisor of the persons employed by

Sample Construction Company

(Contractor or Subcontractor)

Resin Street Apartments, Delfield VA, from during the payroll period commencing on the

18 day of 4, 2010, and ending the 24 day of 4, 2010

all persons employed on said project have been paid the full weekly regular wages, that no rates have

been or will be made along directly or indirectly to or on behalf of said

Sample Construction Company

(Contractor or Subcontractor)

from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly

from the full wages earned by any person, other than permitted deductions as defined in Regulations, Part

3220.0 of the Statute A, issued by the Secretary of Labor under the Contract Act, as amended (48 Stat. 548,

25 Stat. 106, 72 Stat. 997, 78 Stat. 357, 80 U.S.C. § 3145), and described below:

None other deductions - \$65 for child support

Explanation of "other"

(2) That any payrolls allowable under the contract required to be furnished for the above period are correct and complete, that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract, that the classifications set forth therein for each laborer or mechanic conform with the work to be performed.

(3) That any apprentice employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or the such recognized agency existing in State are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS:

in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits are listed in the contract here, been or will be made to appropriate programs for the benefit of such employees, except as stated in section 4(c) below.

(5) WHERE FRINGE BENEFITS ARE PAID IN CASH:

- Each laborer or mechanic listed in the above referenced payroll has been paid, on request on the payroll, an amount not less than the sum of the applicable applicable wage rate plus the amount of any required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(b) EXCEPTIONS:

EXCEPTION	EXPLANATION
Power Equipment Ready Drill Group	paid directly to Stan, Inesh, & Dennis W \$12.50 per hour, and Pension at \$6.25 per hour
Explanation of exception to fringe benefits	

Robert Sample-Owner
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## INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the Contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The Contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The Contractor should show on the face of his payroll all monies paid to the employees whether as basic rates or as cash in lieu of fringes. The Contractor shall represent in the statement of compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

### Contractor's who pay all required fringe benefits:

A Contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a Contractor shall check Paragraph 4(a) of the statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

### Contractor's who pay no fringe benefits:

A Contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$3.25/.40. In addition, the Contractor shall check Paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

### Use of Section 4(c), Exceptions:

Any Contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requirements is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the Contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.



# Record of Employee Interview

## U.S. Department of Housing and Urban Development Office of Labor Relations

OMB Approval No. 2501-0009  
(exp.09/30/2017)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information.** The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential.**

1a. Project Name			2a. Employee Name		
1b. Project Number			2b. Employee Phone Number (including area code)		
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code		
			2d. Verification of identification? Yes <input type="checkbox"/> No <input type="checkbox"/>		
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?	
				Vacation Yes <input type="checkbox"/> No <input type="checkbox"/>	4c. Pay stub? Yes <input type="checkbox"/> No <input type="checkbox"/>
				Medical Yes <input type="checkbox"/> No <input type="checkbox"/>	
				Pension Yes <input type="checkbox"/> No <input type="checkbox"/>	

5. Your job classification(s) (list all) --- continue on a separate sheet if necessary

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6. Your duties

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7. Tools or equipment used

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	Y	N		Y	N
8. Are you an apprentice or trainee?	<input type="checkbox"/>	<input type="checkbox"/>	10. Are you paid at least time and 1/2 for all hours worked in excess of 40 in a week?	<input type="checkbox"/>	<input type="checkbox"/>
9. Are you paid for all hours worked?	<input type="checkbox"/>	<input type="checkbox"/>	11. Have you ever been threatened or coerced into giving up any part of your pay?	<input type="checkbox"/>	<input type="checkbox"/>

12a. Employee Signature		12b. Date
13. Duties observed by the interviewer (Please be specific.)		
14. Remarks		
15a. Interviewer name (please print)	15b. Signature of Interviewer	15c. Date of interview

### Payroll Examination

16. Remarks

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17a. Signature of Payroll Examiner	17b. Date
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Previous editions are obsolete

Form HUD-11 (08/2004)

## Instructions

### General:

This form is to be used by HUD and local agency staff for recording information gathered during on-site interviews with laborers and mechanics employed on projects subject to Federal prevailing wage requirements. Typically, the staff that will conduct on-site interviews and use this form are HUD staff and fee construction inspectors, HUD Labor Relations staff, and local agency labor standards contract monitors.

Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

Note that the interview itself and the information collected on the form HUD-11 are considered confidential. Interviews should be conducted individually and privately. All laborers and mechanics employed on the job site must be made available for interview at the interviewer's request. The employee's participation, however, is voluntary. Interviews shall be conducted in a manner and place that are conducive to the purposes of the interview and that cause the least inconvenience to the employer(s) and the employee(s).

### Completing the form HUD-11

Items 1a - 1c: Self-explanatory

Items 2a - 2d: Enter the employee's full name, a telephone number where the employee can be reached, and the employee's home address. Many construction workers use a temporary address in the locality of the project and have a more permanent address elsewhere from which mail may be forwarded to them. Obtain a more permanent address, if available. Ask the employee for a form of identification (e.g., driver's license) to verify their name.

Items 3a - 4c: Enter the employee's responses. Ask the employee whether they have a pay stub with them; if so, determine whether the pay stub is consistent with the information provided by the employee.

Items 5 - 7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g., Carpenter, Electrician, Plumber) - responses such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8 - 12b: Self-explanatory

Items 13 - 15c: These items represent some of the most important information that can be gathered while conducting on-site interviews. Please be specific about the duties you observed the employee performing. It may be easiest to make these observations before initiating the interview. Please record any comments or remarks that may be helpful. For example, if the employee interviewed was working with a crew, how many workers were in the crew? Was the employee evasive?

The level of specificity that is warranted is directly related to the extent to which interview(s) or other observations indicate that there may be violations present. If interviews indicate that there may be underpayments involving a particular trade(s), the interviewer is encouraged to interview as many workers in that trade(s) that are available.

Items 16 - 17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Once the corresponding certified payroll reports are received, the information on the HUD-11 shall be compared to the payroll reports. Any discrepancies noted between the HUD-11 information and that on the payroll report shall be noted in Item 16, Remarks. If discrepancies are noted, follow-up actions to resolve the discrepancies must be taken.

**Equal Employment Opportunity Forms for Contractors And  
Subcontractors with Contracts Over \$10,000**

- (1) Notification of Subcontracts Awarded. Due within ten (10) days of award of Subcontract.
- (2) Contractor's List of Federal and Non-Federal Work Bid Condition Areas.

THE NOTIFICATION OF SUBCONTRACTS AWARDED AND THE CONTRACTOR'S LIST OF FEDERAL AND NON-FEDERAL WORK, ARE TO BE SENT TO: U.S. DEPARTMENT OF LABOR, OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS.

TO ASSURE COMPLIANCE, COPIES OF THESE REPORTS ARE TO BE PROVIDED TO THE MUNICIPALITY OR ITS DESIGNATED REPRESENTATIVE I.E. ENGINEER, ARCHITECT.

**SUGGESTED FORMAT**  
**Contractor's Notification of Subcontracts Awarded**

Bid Condition Area: \_\_\_\_\_ Contractor's Name: \_\_\_\_\_  
 Month of: \_\_\_\_\_ Contractor's Number \_\_\_\_\_

	Subcontractor's Name; Address; Identification No.	Contract/Project No.	Dollar Amount	Contractor's Number		Crafts to be Used
				Starting Date	Estimated Completion Date	
(1)						
(2)						
(3)						
(4)						
(5)						
(6)						
(7)						
(8)						
(9)						
(10)						

**CONTRACTOR'S LIST OF FEDERAL AND NON-FEDERAL WORK IN BID CONDITION AREAS**

BID CONDITION AREA: \_\_\_\_\_ CONTRACTOR'S NAME & NUMBER: \_\_\_\_\_

**I. Federally-Assisted Contracts**

Responsible Federal Agency	Project Name & Location *	Contract/ Project Number	Dollar Amount	Percent Complete	Projected Completion Date
(1)					
(2)					
(3)					
(4)					
(5)					

**II. Non-Federal Contracts**

Project Name & Location*	Contract/Project Number	Dollar Amount	Percent Complete	Projected Completion Date
(1)				
(2)				
(3)				
(4)				
(5)				

Contractor\_List

\* LOCATIONS MUST INCLUDE CITY AND STREET ADDRESS

# Equal Employment Opportunity is **THE LAW**

## Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

### **DISABILITY**

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

### **GENETICS**

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

### **RETALIATION**

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

### **WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED**

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov) or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at [www.eeoc.gov](http://www.eeoc.gov).

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## Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

### **DISABLED, RECENTLY SEPARATED, OTHER PROTECTED,**

### **AND ARMED FORCES SERVICE MEDAL VETERANS**

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

### **RETALIATION**

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at [OFCCP.Public@dol.gov](mailto:OFCCP.Public@dol.gov), or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

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## Programs or Activities Receiving Federal Financial Assistance

### **RACE, COLOR, NATIONAL ORIGIN, SEX**

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

### **INDIVIDUALS WITH DISABILITIES**

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

### PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

### OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

### ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

### APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

### PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321 (Revised April 2009)

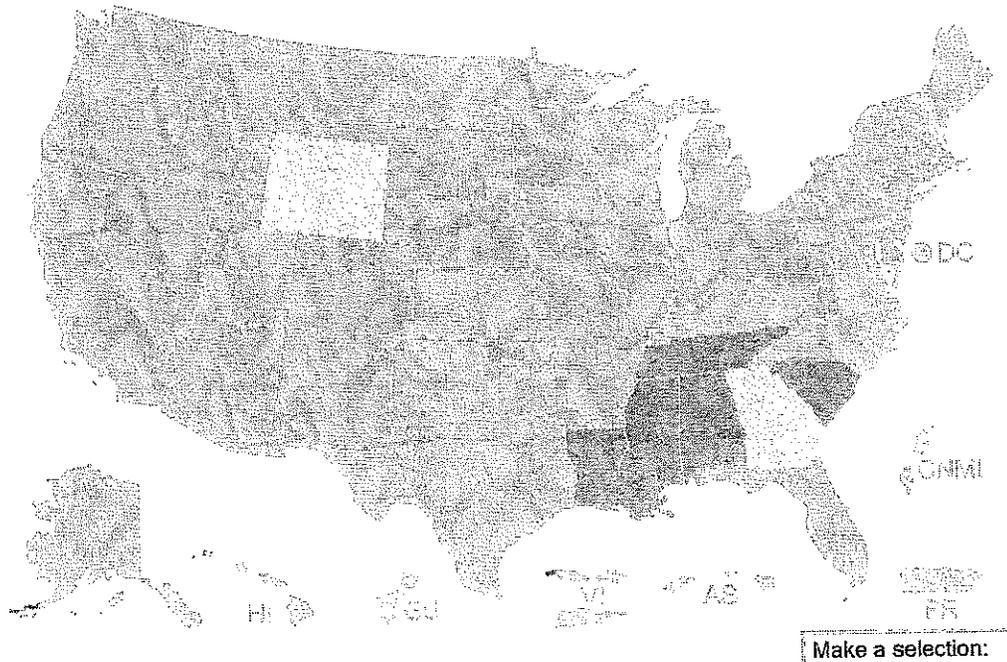
# Wage and Hour Division (WHD)

## Minimum Wage Laws in the States - January 1, 2015

### Historical Table

Click on any state or jurisdiction to find out about applicable minimum wage laws.

Note: Where federal and state law have different minimum wage rates, the higher standard



-  States with no minimum wage law (federal minimum wage rate applies)
-  States with minimum wage rates higher than the federal
-  States with minimum wage rates the same as the federal
-  States with minimum wage rates lower than the federal (federal minimum wage rate applies)
-  American Samoa and the Commonwealth of the Northern Mariana Islands have special minimum wage rates.

**Minimum Wage and Overtime Premium Pay Standards Applicable to  
Nonsupervisory NONFARM *Private Sector* Employment  
Under State and Federal Laws  
January 1, 2015<sup>1</sup>**

**Illinois Minimum Wage Rates**

<b>ILLINOIS</b>	<b>Basic Minimum Rate (per hour)</b>	<b>Premium Pay After Designated Hours <sup>2</sup></b>	
		<b>Daily</b>	<b>Weekly</b>
<i>(Applicable to employers of 4 or more employees, excluding family members)</i>	\$8.25		40

[Back to Top](#)

# EMPLOYEE RIGHTS UNDER THE FAIR LABOR STANDARDS ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## FEDERAL MINIMUM WAGE

# \$7.25 PER HOUR

BEGINNING JULY 24, 2009

**OVERTIME PAY** At least 1½ times your regular rate of pay for all hours worked over 40 in a workweek.

**CHILD LABOR** An employee must be at least 16 years old to work in most non-farm jobs and at least 18 to work in non-farm jobs declared hazardous by the Secretary of Labor.

Youths 14 and 15 years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs under the following conditions:

*No more than*

- 3 hours on a school day or 18 hours in a school week;
- 8 hours on a non-school day or 40 hours in a non-school week.

Also, work may not begin before 7 a.m. or end after 7 p.m., except from June 1 through Labor Day, when evening hours are extended to 9 p.m. Different rules apply in agricultural employment.

**TIP CREDIT** Employers of "tipped employees" must pay a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee's tips combined with the employer's cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference. Certain other conditions must also be met.

**ENFORCEMENT** The Department of Labor may recover back wages either administratively or through court action, for the employees that have been underpaid in violation of the law. Violations may result in civil or criminal action.

Employers may be assessed civil money penalties of up to \$1,100 for each willful or repeated violation of the minimum wage or overtime pay provisions of the law and up to \$11,000 for each employee who is the subject of a violation of the Act's child labor provisions. In addition, a civil money penalty of up to \$50,000 may be assessed for each child labor violation that causes the death or serious injury of any minor employee, and such assessments may be doubled, up to \$100,000, when the violations are determined to be willful or repeated. The law also prohibits discriminating against or discharging workers who file a complaint or participate in any proceeding under the Act.

**ADDITIONAL INFORMATION**

- Certain occupations and establishments are exempt from the minimum wage and/or overtime pay provisions.
- Special provisions apply to workers in American Samoa and the Commonwealth of the Northern Mariana Islands.
- Some state laws provide greater employee protections; employers must comply with both.
- The law requires employers to display this poster where employees can readily see it.
- Employees under 20 years of age may be paid \$4.25 per hour during their first 90 consecutive calendar days of employment with an employer.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.



For additional information:

# 1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627



# WWW.WAGEHOUR.DOL.GOV

U.S. Department

and Hour Division

WHD Publication 1088 (Revised July 2009)

# REMEMBER . . .

The official Notice to Employees must be posted where employees can readily see it.

Records must be kept.

If you have any questions concerning the Federal Minimum Wage Law, contact the nearest office of the UNITED STATE DEPARTMENT OF LABOR, Wage and Hour Division.

U.S. Department of Labor  
Employment Standards Administrator  
Washington, D.C. 20210

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Official Business  
Penalty for private use, \$300

Lab-441



Postage and Fees Paid  
U.S. Department of Labor

# Job Safety and Health It's the law!

**OSHA**  
Occupational Safety  
and Health Administration  
U.S. Department of Labor

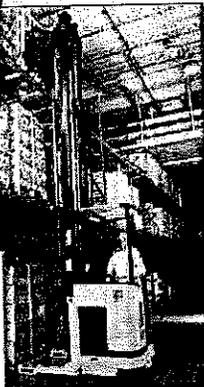
## EMPLOYEES:

- You have the right to notify your employer or OSHA about workplace hazards. You may ask OSHA to keep your name confidential.
- You have the right to request an OSHA inspection if you believe that there are unsafe and unhealthful conditions in your workplace. You or your representative may participate in that inspection.
- You can file a complaint with OSHA within 30 days of retaliation or discrimination by your employer for making safety and health complaints or for exercising your rights under the *OSH Act*.
- You have the right to see OSHA citations issued to your employer. Your employer must post the citations at or near the place of the alleged violations.
- Your employer must correct workplace hazards by the date indicated on the citation and must certify that these hazards have been reduced or eliminated.
- You have the right to copies of your medical records and records of your exposures to toxic and harmful substances or conditions.
- Your employer must post this notice in your workplace.
- You must comply with all occupational safety and health standards issued under the *OSH Act* that apply to your own actions and conduct on the job.

## EMPLOYERS:

- You must furnish your employees a place of employment free from recognized hazards.
- You must comply with the occupational safety and health standards issued under the *OSH Act*.

This free poster available from OSHA –  
*The Best Resource for Safety and Health*



Free assistance in identifying and correcting hazards or complying with standards is available to employers, without citation or penalty, through OSHA-supported consultation programs in each state.

**1-800-321-OSHA**

[www.osha.gov](http://www.osha.gov)

OSHA 3165-12-08R

General Decision Number: IL160009 04/01/2016 IL9

Superseded General Decision Number: IL20150009

State: Illinois

Construction Types: Building, Heavy, Highway and Residential

County: Cook County in Illinois.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	01/29/2016
3	02/19/2016
4	02/26/2016
5	04/01/2016

ASBE0017-001 06/01/2015

Rates Fringes

ASBESTOS WORKER/INSULATOR

Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems.....

\$ 48.45 24.35  
\$ 38.76 23.15

Fire Stop Technician.....

HAZARDOUS MATERIAL HANDLER

includes preparation, wetting, stripping removal scrapping, vacuuming, bagging and disposal of all insulation materials, whether they contain asbestos or not, from mechanical systems.....

\$ 36.34 23.15

BOIL0001-001 01/01/2014

Rates Fringes  
\$ 42.13 25.45

BOILERMAKER.....

BRIL0021-001 06/01/2015

Rates Fringes  
\$ 43.78 24.81

BRICKLAYER.....

BRIL0021-004 06/01/2015

Rates Fringes  
\$ 43.03 24.25

Marble Mason.....

BRIL0021-006 06/01/2015

Rates Fringes  
\$ 41.88 23.34  
\$ 33.60 15.22  
\$ 40.49 16.93

TERRAZZO WORKER/SETTER.....

TILE FINISHER.....

TILE SETTER.....

BRIL0021-009 06/01/2015

Rates Fringes  
\$ 32.40 23.85

MARBLE FINISHER.....

BRIL0021-012 06/01/2014

	Rates	Fringes
Pointer, cleaner and caulker.....	\$ 41.62	22.46

CARP0555-001 06/01/2015

CARPENTER

	Rates	Fringes
Carpenter, Lather, Millwright, Piledriver, and Soft Floor Layer.....	\$ 44.35	28.81

CARP0555-002 10/01/2015

	Rates	Fringes
CARPENTER (Excluding structures with elevators and structures over 3 1/2 stories).....	\$ 35.11	28.81

ELEC0009-003 06/01/2015

	Rates	Fringes
Line Construction		
Groundman.....	\$ 37.05	22.71
Lineman and Equipment Operator.....	\$ 47.50	29.12

ELEC0134-001 06/01/2015

	Rates	Fringes
ELECTRICIAN.....	\$ 45.00	30.10

ELEC0134-002 04/01/1998

	Rates	Fringes
ELECTRICIAN CLASS "B".....	\$ 20.71	2.975+a+b

CLASS B SCOPE OF WORK:

Install magnetic or electronic replacement ballasts either singly or in groups including necessary wiring within fixture; Install replacement lamp holders and/or sockets including necessary wiring within fixture including relocating sockets within fixture; Install replacement lighting circuit breakers where necessary; Install replacement lighting switches where necessary; Repair lighting fixtures other than ballast or socket replacements; Rewire chandeliers or incandescent fixtures only within fixtures themselves.

FOOTNOTES:

a-Paid Vacation- Employees who have been employed for one year but less than three years receive 1 week of paid vacation; employees who have been employed three years but less than ten years receive 2 weeks of paid vacation; Employees who have been employed ten years but less than twenty years receive 3 weeks of paid vacation; and employees who have worked twenty or more years receive 4 weeks of paid vacation.

b-Funeral Leave-In the instance of the death of a mother, other-in-law; father, father-in-law, sister, brother, husband, wife, or a child of an employee shall receive up to three days of paid funeral leave.

ELEC0134-003 06/01/2015

	Rates	Fringes
ELECTRICIAN ELECTRICAL TECHNICIAN.....	\$ 40.00	23.09

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

ELEV0002-003 01/01/2015

ELEVATOR MECHANIC.....

Rates Fringes  
\$ 50.80 28.39+a+b

FOOTNOTES:

a) Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; Veterans' Day and Christmas Day.

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

\* ENGI0150-006 06/01/2015

Building and Residential Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 48.10	33.35
GROUP 2.....	\$ 46.80	33.35
GROUP 3.....	\$ 44.25	33.35
GROUP 4.....	\$ 42.50	33.35

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

\*-Requires Oiler

\* ENGI0150-025 06/01/2015

Heavy and Highway Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 46.30	33.35
GROUP 2.....	\$ 45.75	33.35
GROUP 3.....	\$ 43.70	33.35
GROUP 4.....	\$ 42.30	33.35
GROUP 5.....	\$ 41.10	33.35

**POWER EQUIPMENT OPERATOR CLASSIFICATIONS**

**GROUP 1:** Asphalt Plant\*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire\*; Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver\*; Backhoes with Caisson attachment\*; Ballast Regulator, Belt Loader\*; Caisson Rigs\*Car Dumper, Central Redi-Mix Plant\*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft\*; Concrete Placer\*; Concrete Tube Float; Cranes, all attachments\*; Cranes, Hammerhead, Linden, Peco and machines of a like nature\*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling\*; Dowell Machine with Air Compressor (\$1.00 above Class 1); Dredges\*; Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted\*; Hoists, one, two, and three Drum; Hydraulic Backhoes\*; Backhoes with Shear attachments\*; Mucking Machine; Pile Drivers and Skid Rig\*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)\*; Rock Drill- Crawler or Skid Rig\*; Rock Drill truck mounted\*; Rock/ Track Tamper; Roto Mill Grinder, (36" and over)\*; Slip-Form Paver\*; Soil Test Drill Rig, truck mounted\*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader\*; Tractor Drawn Belt Loader with attached Pusher (two engines); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine\*; Trenching Machine; Truck Mounted Concrete Pump with boom\*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.\*; Wheel Excavator\* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft\*

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

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

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

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

\*Requires Oiler

IRON0001-026 06/01/2015		Rates	Fringes
IRONWORKER			
Sheeter.....		\$ 44.45	35.54
Structural and Reinforcing.		\$ 44.20	35.54
IRON0063-001 06/01/2015		Rates	Fringes
IRONWORKER, ORNAMENTAL.....		\$ 45.00	32.14
IRON0063-002 06/01/2015		Rates	Fringes
IRONWORKER			
Fence Erector.....		\$ 37.34	25.41
IRON0136-001 07/01/2015		Rates	Fringes
IRONWORKER			
Machinery Movers; Riggers;		\$ 38.40	31.14
Machinery Erectors.....		\$ 40.90	31.14
Master Riggers.....			

LABO0002-006 06/01/2015

	Rates	Fringes
LABORER (BUILDING & RESIDENTIAL)		
GROUP 1.....	\$ 39.20	25.20
GROUP 2.....	\$ 39.20	25.20
GROUP 3.....	\$ 39.28	25.20
GROUP 4.....	\$ 39.30	25.20
GROUP 5.....	\$ 39.40	25.20
GROUP 6.....	\$ 39.40	25.20
GROUP 7.....	\$ 39.43	25.20
GROUP 8.....	\$ 39.53	25.20
GROUP 9.....	\$ 39.55	25.20
GROUP 10.....	\$ 39.75	25.20
GROUP 11.....	\$ 39.78	25.20
GROUP 12.....	\$ 39.40	25.20

**LABORER CLASSIFICATIONS**

**GROUP 1:** Building Laborers; Plasterer Tenders; Pumps for Dewatering; and other unclassified laborers.

**GROUP 2:** Fireproofing and Fire Shop laborers.

**GROUP 3:** Cement Gun.

**GROUP 4:** Chimney over 40 ft.; Scaffold Laborers.

**GROUP 5:** Cement Gun Nozzle Laborers (Gunite); Windlass and capstan person.

**GROUP 6:** Stone Derrickmen & Handlers.

**GROUP 7:** Jackhammermen; Power driven concrete saws; and other power tools.

**GROUP 8:** Firebrick & Boiler Laborers.

**GROUP 9:** Chimney on fire brick; Caisson diggers; & Well Point System men.

**GROUP 10:** Boiler Setter Plastic Laborers.

**GROUP 11:** Jackhammermen on fire brick work only.

**GROUP 12:** Dosimeter use (any device) monitoring nuclear exposure); Asbestos Abatement Laborer; Toxic and Hazardous Waste Removal Laborers.

LABO0002-007 06/01/2015

	Rates	Fringes
LABORER (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 39.20	25.20
GROUP 2.....	\$ 39.28	25.20
GROUP 3.....	\$ 39.40	25.20
GROUP 4.....	\$ 39.43	25.20
GROUP 5.....	\$ 39.40	25.20

**LABORER CLASSIFICATIONS**

**GROUP 1:** Common laborer; Tenders; Material expeditor (asphalt plant); Street paving, Grade separation, sidewalk, curb & gutter, strippers & All laborers not otherwise mentioned

**GROUP 2:** Asphalt tampers & smoothers; Cement gun laborers

**GROUP 3:** Cement Gun Nozzle (laborers), Gunite

**GROUP 4:** Rakers, Lutemen; Machine-Screwmen; Kettleman; Mixermen; Drun-men; Jackhammermen (asphalt); Paintmen; Mitre box spreaders; Laborers on birch, overman and similar spreader equipment; Laborers on APSCO; Laborers on air compressor; Paving Form Setter; Jackhammermen (concrete); Power drive concrete saws; other power tools.

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

LABO0002-008 06/01/2015

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 POUNDS.....	\$ 40.20	25.20
16 - 20 POUNDS.....	\$ 40.70	25.20
21 - 26 POUNDS.....	\$ 41.20	25.20
27 - 33 POUNDS.....	\$ 42.20	25.20
34 - AND OVER.....	\$ 43.20	25.20
LABORER (Tunnel and Sewer)		

GROUP 1.....	\$ 39.20	25.20
GROUP 2.....	\$ 39.33	25.20
GROUP 3.....	\$ 39.43	25.20
GROUP 4.....	\$ 39.55	25.20
GROUP 5.....	\$ 39.20	25.20

**LABORER CLASSIFICATIONS (TUNNEL)**

- GROUP 1:** Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers  
**GROUP 2:** Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher  
**GROUP 3:** Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers  
**GROUP 4:** Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator; skimmers; Maintenance technician  
**GROUP 5:** Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

**LABORER CLASSIFICATIONS (SEWER)**

- GROUP 1:** Signalmen; Top laborers and All other laborers  
**GROUP 2:** Concrete laborers and Steel setters  
**GROUP 3:** Cement carriers; Cement mixers; Concrete repairmen; Mortar men; Scaffold men; Second Bottom men  
**GROUP 4:** Air trac drill operator; Bottom men; Bracers-bracing; Bricklayer tenders; Catch basin diggers; Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welder-burners; Well point systems men  
**GROUP 5:** Asbestos abatement laborer, Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABO0225-001 06/01/2015

**LABORER (DEMOLITION/WRECKING)**

	Rates	Fringes
GROUP 1.....	\$ 34.00	25.20
GROUP 2.....	\$ 39.40	25.20
GROUP 3.....	\$ 39.40	25.20

**LABORER CLASSIFICATIONS**

- GROUP 1 - Complete Demolition**  
**GROUP 2 - Interior Wrecking and Strip Out Work**  
**GROUP 3 - Asbestos Work with Complete Demolition/Wrecking or Strip Out Work**

PAIN0014-001 06/01/2015

**PAINTER (including taper).....**

Rates	Fringes
\$ 43.05	23.47

\* PAIN0027-001 06/01/2015

**GLAZIER.....**

Rates	Fringes
\$ 41.00	32.57

PLAS0005-002 07/01/2015

**PLASTERER.....**

Rates	Fringes
\$ 42.25	26.65

PLAS0502-001 06/01/2015

**CEMENT MASON/CONCRETE FINISHER...**

Rates	Fringes
\$ 43.75	28.01

PLUM0130-001 06/01/2015

**PLUMBER.....**

Rates	Fringes
\$ 45.76	26.92

PLUM0597-002 06/01/2015

Rates	Fringes
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PIPEFITTER.....	\$ 47.00	28.19
<hr/>		
ROOF0011-001 12/01/2015	Rates	Fringes
ROOFER.....	\$ 41.00	20.10
<hr/>		
SFIL0281-001 01/01/2016	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.20	23.73
<hr/>		
SHEE0073-001 06/01/2011	Rates	Fringes
Sheet Metal Worker.....	\$ 40.56	27.23
<hr/>		
SHEE0073-002 06/01/2011	Rates	Fringes
Sheet Metal Worker ALUMINUM GUTTER WORK.....	\$ 27.63	27.23

TEAM0731-001 06/01/2015

COOK COUNTY - HEAVY AND HIGHWAY

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axles.....	\$ 35.03	18.85
4 Axles.....	\$ 35.28	18.85
5 Axles.....	\$ 35.48	18.85
6 Axles.....	\$ 35.68	18.85

FOOTNOTES:

- A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.
- C. An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

TEAM0731-002 03/01/2012

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

TEAM0786-001 06/01/2015

COOK COUNTY - BUILDING AND RESIDENTIAL

	Rates	Fringes
TRUCK DRIVER		
2 & 3 Axles.....	\$ 37.395	.25+a
4 Axles.....	\$ 37.645	.25+a
5 Axles.....	\$ 37.855	.25+a
6 Axles.....	\$ 38.065	.25+a

FOOTNOTES:

- a. \$659.00 per week.

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

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

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

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

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

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

#### **Union Rate Identifiers**

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### **Survey Rate Identifiers**

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### **Union Average Rate Identifiers**

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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### **WAGE DETERMINATION APPEALS PROCESS**

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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**END OF GENERAL DECISION**

**PROPOSAL BID BOND**

**RETURN WITH BID**

**OWNER:** City of Berwyn  
**PROJECT:** 2016 CDBG Luminaire Replacement  
HUD Activity No. 608  
**PROJECT NO.:** 16222

WE \_\_\_\_\_ as

PRINCIPAL, and \_\_\_\_\_ as SURETY, are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the Proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the LA this sum under the conditions of this instrument.

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2016.

**PRINCIPAL**

\_\_\_\_\_  
(Company Name)  
BY: \_\_\_\_\_  
(Signature & Title)

\_\_\_\_\_  
(Company Name)  
BY: \_\_\_\_\_  
(Signature & Title)

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

**SURETY**

BY: \_\_\_\_\_  
(Name of Surety)

BY: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that \_\_\_\_\_ who are each personally  
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2016.

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

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

RETURN WITH BID

<b>PROPOSAL</b>	<b>Owner:</b>	<b>CITY OF BERWYN</b>
	<b>Township:</b>	<b>BERWYN</b>
	<b>County:</b>	<b>COOK</b>
	<b>Project No.</b>	<b>16222</b>

1. PROPOSAL OF: \_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Bidder)

and consists of the replacement of existing residential high pressure sodium luminaires with new LED luminaires at various locations throughout the City.

2. The Specifications for the proposed improvement are those prepared by **FRANK NOVOTNY & ASSOCIATES, INC., 545 Plainfield Road, Suite A, Willowbrook, Illinois 60527**, and which Plans and/or Specifications are designated as:

**2016 CDBG Luminaire Replacement**  
**HUD Activity No. 608**

3. The general requirements and covenants that will govern over this project are those prepared by the Illinois Department of Transportation, and included in the "Standard Specifications for Road and Bridge Construction", adopted and in effect on the date of the Notice to Contractors.

4. The undersigned agrees to complete the work by **July 19, 2016**, unless additional time is granted in accordance with the Specifications.

5. Accompanying this Proposal is either a Bid Bond or a Proposal guarantee check, complying with the Specifications, made payable to the **City Treasurer** of the **City of Berwyn**. The amount of the Bid Security is:

\_\_\_\_\_  
(In Writing) ( \_\_\_\_\_ )  
(In Figures)

RETURN WITH BID

**PROPOSAL, Cont'd.**

6. If this Proposal is accepted and the undersigned shall fail to execute a Contract and Contract Bond, as required herein, it is hereby agreed that the amount of the cash, check, or Bid Bond shall become the property of the Owner, and shall be considered as payment of damages due to delay and other causes suffered by the Owner, because of the failure to execute said Contract and Contract Bond; otherwise, said check, cash, or Bid Bond shall be returned to the undersigned.
7. Each pay item should have a unit price and a total price.
8. The unit price shall govern if no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity.
9. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. A bid will be declared unacceptable if there are omissions or irregularities of any kind which may tend to make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
12. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding on this Contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating.
13. The undersigned submits herewith his "Schedule of Prices", **on the forms included in this section,** covering the work to be performed under this Contract; he understands that he must show in the Schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that, if not so done, his Proposal may be rejected as irregular.

RETURN WITH BID

**PROPOSAL, Cont'd.**

(For complete information covering these items, see Plans and Specifications)

SCHEDULE OF PRICES				
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	Removal of Existing Luminaire, Partial Salvage	88 Each	\$ _____	\$ _____
2	Residential Street Light LED Luminaire Replacement	176 Each	\$ _____	\$ _____
3	Traffic Control and Protection	1 L Sum	\$ _____	\$ _____
4	Maintenance of Lighting System	1 L Sum	\$ _____	\$ _____
5	Insurance Provisions - Complete	1 L Sum	\$ _____	\$ _____
<b>BIDDER'S PROPOSAL FOR MAKING ENTIRE IMPROVEMENT :</b>				\$ _____

**RETURN WITH BID**

**(If an individual)**

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

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

---

**(If a partnership)**

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

Signed By \_\_\_\_\_

Business Address \_\_\_\_\_

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

Insert Names and Addresses  
of All Partners: \_\_\_\_\_

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

---

**(If a corporation)**

Corporate Name \_\_\_\_\_

Signed By \_\_\_\_\_

President

Business Address \_\_\_\_\_

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

Federal Tax ID # \_\_\_\_\_

Insert Names of Officers:

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Attest: \_\_\_\_\_

Corporate Secretary

( S E A L )

RETURN WITH BID

**CERTIFICATE OF UNDERSTANDING REGARDING  
HOLD HARMLESS & INSURANCE COVERAGE REQUIREMENTS**

OWNER: City of Berwyn PROJECT NO.: 16222  
PROJECT DESCRIPTION: 2016 CDBG Luminaire Replacement  
HUD Activity No. 608

**THIS IS TO CERTIFY THAT I,** \_\_\_\_\_, President/Principal/Partner of \_\_\_\_\_ (hereinafter referred to as the "Contractor"), have read the "Hold Harmless and Insurance Provisions" incorporated in the attached Proposal Document and possess full authority and power to legally bind said Contractor to same.

**I, FURTHER AGREE AND CERTIFY,** that if awarded a Contract for the above named project, I will direct our insurance agent or representative to provide any and all required insurance policies outlined in said "Hold Harmless and Insurance Requirements" to afford the required coverage for the Owner, the City of Berwyn, the Engineer, Frank Novotny & Associates, Inc., and any and all other entities so named in said "Insurance Requirements" section.

**I, FURTHER UNDERSTAND,** that all expenses relating to the issuance of said policies of insurance will be solely at the Contractor's expense, and that the Contractor will pay all liability for failure to keep said insurance policies in full force and effect for the duration of the project and as required in said "Insurance Requirements". Additionally, I will not allow any reduction in any of the "Limits of Coverage" afforded in said policies. I further understand and agree that we, as Contractor, will be totally liable and responsible for any direct and/or indirect consequences arising from our failure to comply with these Insurance Requirements.

**FINALLY, I UNDERSTAND AND AGREE,** that if said Insurance Requirements are not fulfilled, we, the Contractor, will bear full responsibility for paying any and all costs of litigation, including but not limited to, settlement costs and attorney's fees resulting from any and all claims against the Owner and/or Engineer relating to the subject project.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CONTRACTOR'S NAME:

\_\_\_\_\_  
ADDRESS \_\_\_\_\_

\_\_\_\_\_

WITNESS:

SIGNED BY: \_\_\_\_\_  
(President/Principal/Partner)

BY: \_\_\_\_\_  
(SECRETARY/NOTARY)

\_\_\_\_\_  
(Typed/Printed Name)

(S E A L)

**RETURN WITH BID**

**CONTRACTOR'S BID RIGGING CERTIFICATION**

As Required Under Article 33E, "Public Contracts", of the Criminal Code of 1961 (720 ILCS 5/22E-1 Thru 5/33E-13) \_\_\_\_\_,  
(Print Name of Contractor)

a \_\_\_\_\_,  
(Corporation, Partnership) (Sole Proprietorship)

as part of his/its bid on this Contract hereby certifies that the Contractor is not barred from bidding on this Contract as a result of a violation of either Section 5/33E-3 (bid-rigging) or 5/33E-4 (bid-rotating) of Article 33E of Act 5 "Criminal Code of 1961", as amended.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

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

**CONTRACTOR'S TAX DELINQUENCY CERTIFICATION**

As required under 65 ILCS 5/11-42.1-1, provisions require that the Contractor certify that there are no delinquent taxes outstanding that are otherwise due the Department of Revenue unless they are being contested in accordance with established procedures. The undersigned official of the Contractor hereby certifies that there are no violations of the aforementioned act or if violations do exist, they are being contested properly.

Dated: \_\_\_\_\_

Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

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

STATE OF ILLINOIS    )  
COUNTY OF \_\_\_\_\_) - SS

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that \_\_\_\_\_ (Name of Signatory) appeared before me this day in person and, being first duly sworn on oath, acknowledge that he/she executed the foregoing certifications as his/her free act and deed.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

**(NOTARY SEAL)**

**CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION**

Pursuant to 30 ILCS 580/1, et seq. ("Drug-Free Workplace Act"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

A. Publishing a statement:

- 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the grantee's or Contractor's workplace.
- 2) Specifying the actions that will be taken against employees for violations of such prohibition.
- 3) Notifying the employee that, as a condition of employment on such Contract or grant, the employee will:
  - (a) abide by the terms of the statement; and
  - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

B. Establishing a drug-free awareness program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the grantee's or Contractor's policy of maintaining a drug-free workplace;
- 3) any available drug counseling, rehabilitation, and employee assistance program; and
- 4) the penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract or grant, and to post the statement in a prominent place in the workplace.

D. Notifying the contracting agency within 10 days after receiving notice under page (b) of paragraph 3) of Subsection A from an employee or otherwise receiving actual notice of such conviction.

**RETURN WITH BID**

**CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION, Cont'd.**

- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
  
- F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
  
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties in 30 ILCS 580/6.

Dated: \_\_\_\_\_

Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Agent of Contractor)

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

STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_ } SS

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that \_\_\_\_\_ (Name of Signatory) appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

**(NOTARY SEAL)**

RETURN WITH BID

**SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION**

Pursuant to Public Act 95-0635, the undersigned hereby certifies that it is in compliance with the terms and provisions of the Substance Abuse Prevention on Public Works Act. In particular, the undersigned hereby represents and warrants to the **City of Berwyn** as follows:

The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

**(complete either A or B below)**

A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

\_\_\_\_\_  
Contractor/Subcontractor

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

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

\_\_\_\_\_  
Signature of Authorized Representative

B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

\_\_\_\_\_  
Contractor/Subcontractor

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

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

\_\_\_\_\_  
Signature of Authorized Representative

**RETURN WITH BID**

**CONTRACTOR'S SEXUAL HARASSMENT POLICY CERTIFICATION**

\_\_\_\_\_ ("Contractor"),  
having submitted a bid/proposal for *2016 CDBG Luminaire Replacement – HUD Activity No. 608*, to the City of Berwyn hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

Dated: \_\_\_\_\_

Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Agent of Contractor)

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

STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_ } SS

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that \_\_\_\_\_ (Name of Signatory) appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

**(NOTARY SEAL)**

**Demonstration of Good Faith Efforts to Achieve Section 3  
Workers/Contracting/Subcontracting Goals**

If the Section 3 contracting/subcontracting goal was not achieved, the Good Faith Efforts checklist (Section IIA) and contacts log (Section IIB) must be submitted with the solicitation response. The Bidder will promptly provide evidence, whether hard copy or via electronic format, in support of its Good Faith Efforts to the Village upon request.

**Section IIA**

**Good Faith Efforts Checklist**

Insert on each line below the initials of the authorized Bidder representative who is certifying on behalf of the Bidder that the Bidder has completed the activities described below. If any of the items below were not completed, attach a detailed written explanation why each such item was not completed. If any other efforts were made to obtain Section 3 participation in addition to the items listed below, attach a detailed written explanation.

\_\_\_\_\_ Identified portions of the project work capable of performance by available Section 3 workers and vendors, including, where appropriate, breaking out Grant Agreement work items into economically feasible units to facilitate Section 3 participation even when the Bidder could perform those scopes with its own forces.

\_\_\_\_\_ Solicited through reasonable and available means (e.g., written notices, advertisements) Section 3 workers and vendors to perform the types of work that could be employed/contracted/subcontracted on this project, within sufficient time to allow them to respond.

\_\_\_\_\_ Provided timely and adequate information about the plans, specifications, and requirements of the Grant Agreement. Followed up initial solicitations to answer questions and encourage Section 3 workers to be hired, and vendors to submit proposals or bids.

\_\_\_\_\_ Negotiated in good faith with interested Section 3 vendors that submitted proposals or bids and thoroughly investigated their capabilities.

\_\_\_\_\_ Made efforts to assist interested Section 3 workers to obtain employment, and Section 3 vendors in obtaining bonding, lines of credit, or insurance as may be required for performance of the project.

\_\_\_\_\_ Utilized resources available to identify available workers and certified vendors, including but not limited to Section 3 assistance staff; local, state, and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of diverse workers and businesses.

---

**SEE NEXT PAGE**

**Section IIB  
 Good Faith Efforts Contacts Log for Soliciting  
 Section 3 Workers/Contractor/Subcontractor Participation**

**RETURN WITH BID**

Use this form to document all contacts and responses (telephone, email, fax, etc.) regarding solicitation of Section 3 workers/contractors/subcontractors and suppliers. Duplicate as needed. (It is not necessary to show contacts with certified vendors with which the Bidder reached an agreement to participate on this project.)

**NOTE: All six lines below must be completed, at a minimum!**

Name of Assist Agency/ Certified Vendor firm	Date and method of contact	Scope of work solicited	Agreement reached (Y or N)	Reason agreement was not reached

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

RETURN WITH BID

## **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE**

As used in this certificate the term "Subcontract" includes the term "purchase order" and all other agreements affectuating purchase of supplies or services. If this certificate is submitted as part of a bid or proposal the term "Seller" shall deemed to refer to the Bidder or Offeror, or Subcontractor or Supplier. This certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt Contracts/Subcontracts awarded while this certificate is in effect. The undersigned Seller certifies the following to the *City of Berwyn* hereinafter referred to as Buyer:

- A. **REPORTS:** Within thirty (30) days after Buyer's award to Seller of any Contract/Subcontract and prior to each March 31 thereafter during the performance of work under said Subcontract, the Seller shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein unless Seller has either filed such report within twelve (12) months preceding the date of the award or is not otherwise required by law or regulation to file such a report.
- B. **PRIOR REPORTS:** Seller, if it has participated in previous Contract or Subcontract subject to the Equal Opportunity Clause (41 C.F.R.) Sec. 60-1-4 (a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of the Executive Order No. 11114, has filed all required compliance reports. Seller shall obtain similar representations indicating submission of all required compliance reports, signed by proposed Subcontractors, prior to awarding Subcontracts not exempt from the Equal Opportunity Clause.
- C. **CERTIFICATION OF NONSEGREGATED FACILITIES:** Seller certifies that is does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, 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, color, religion, or national origin, because of habit, local custom or otherwise.

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE (Continued)**

**C. CERTIFICATION OF NONSEGREGATED FACILITIES: (Continued)**

Contractor further agrees that (except where it has obtained identical certifications from proposed Subcontractors for specific time periods) it will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods): NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS FOR NONSEGREGATED FACILITIES. A certification on Nonsegregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a Subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).

**D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM:** Prior to one hundred twenty (120) days after receipt of any Subcontract in the amount of \$50,000 or more from Buyer, if it has fifty (50) or more employees and is not otherwise exempt under 41 C.F.R. Part 60-1, shall have developed for each of his establishments a written affirmative action compliance program as called for in 41 C.F.C Sec. 60-1.40. Seller will also require its lower-tier Subcontractors who have fifty (50) or more employees and receive a Subcontract of \$50,000 or more and who are not otherwise exempt under 41 C.F.R. Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R. Sec. 60-1.40.

**E.** Seller certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by:

Firm Name: \_\_\_\_\_

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

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

Seller

**NOTE:  
CONTRACTOR MUST  
COMPLETE THIS FORM!!**

