

CITY OF LE ROY
COUNTY OF MC LEAN
STATE OF ILLINOIS

ORDINANCE NO. 811

AN ORDINANCE APPROVING A CONTRACT WITH FELMLEY DICKERSON COMPANY TO COMPLETE RENOVATIONS TO BRING CITY HALL AND WATER TOWER PLACE IN THE CITY OF LE ROY, MC LEAN COUNTY, ILLINOIS, IN TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY
THIS 8th DAY OF September, 1998

PRESENTED: September 8, 1998

PASSED: September 8, 1998

APPROVED: September 8, 1998

RECORDED: September 8, 1998

PUBLISHED: September 8, 1998


In Pamphlet Form

Voting "Aye" 6

Voting "Nay" 0

The undersigned being the duly qualified and acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned ordinance and that such ordinance was presented, passed, approved, recorded and published as above stated.

(SEAL)



City Clerk of the City of LeRoy,
McLean County, Illinois

Dated: September 8, 1998.

ORDINANCE NO. 811

AN ORDINANCE APPROVING A CONTRACT WITH FELMLEY DICKERSON COMPANY TO COMPLETE RENOVATIONS TO BRING CITY HALL AND WATER TOWER PLACE IN THE CITY OF LE ROY, MC LEAN COUNTY, ILLINOIS, IN TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, caused a solicitation to be made for bids for work to be done on the LeRoy City Hall and that building, owned by the City of LeRoy, known as "Water Tower Place," said work being done in connection with renovation of public restrooms at the LeRoy City Hall and other renovations at the City Hall, to be made in order to bring the City Hall in to compliance with requirements of the Americans With Disabilities Act, and to make certain renovations to the "Water Tower Place" building in order to bring that building in to compliance with the requirements of the Americans With Disabilities Act; and

WHEREAS, bids were received and opened, as advertised, on August 17, 1998, at the Regular City Council Meeting on that date, and the City Council did accept the bid of Felmley Dickerson Company,

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of LeRoy, Illinois, in lawful meeting assembled, as follows:

Section 1. The contract, with Felmley Dickerson Company, a copy of which was submitted to the meeting at which this ordinance was considered and passed, said copy of the aforesaid contract being attached to the minutes of said meeting and incorporated in said minutes by reference, is hereby approved.

Section 2: The Mayor and City Clerk are hereby directed and authorized to sign the original and as many copies as appropriate of that contract in the form as submitted to the meeting at which this ordinance was considered and approved. In the event the Mayor and City Clerk have already signed copies of said contract, the same is hereby ratified.

Section 3: This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED by the City Council of the City of LeRoy, Illinois, upon the motion by _____
Dick Oliver _____, seconded by _____ Ron Litherland _____, by
roll call vote on the 8th day of September _____, 1998, as follows:

Aldermen elected 6 Aldermen present 6

VOTING AYE:

Ryan Miles, Dawn Thompson, Dave McClelland, W. H. Weber, Ron Litherland, Dick Oliver

(full names)

VOTING NAY:

none

(full names)

ABSENT:

none

(full names)

ABSTAIN:

none


(full names)

OTHER:

none


(full names)

and deposited and filed in the office of the City Clerk in said municipality on the 8th day of
September _____, 1998.

X 


Sue Marcum, City Clerk of the City of
LeRoy, McLean County, Illinois

APPROVED BY the Mayor of the City of LeRoy, Illinois, this 8th day of
September _____, 1998.

X 

Robert Rice, Mayor of the City of LeRoy,
McLean County, Illinois

ATTEST: (SEAL)

X 

Sue Marcum, City Clerk of the City
of LeRoy, McLean County, Illinois

CERTIFICATE

I, Sue Marcum, certify that I am the duly elected and acting municipal clerk of the City of LeRoy, of McLean County, Illinois.

I further certify that on September 8, 1998, the Corporate Authorities of such municipality passed and approved Ordinance No. 811, entitled:

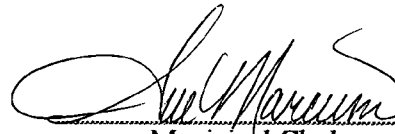
AN ORDINANCE APPROVING A CONTRACT WITH FELMLEY DICKERSON COMPANY TO COMPLETE RENOVATIONS TO BRING CITY HALL AND WATER TOWER PLACE IN THE CITY OF LE ROY, MC LEAN COUNTY, ILLINOIS, IN TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT,

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 811, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on September 8, 1998, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at LeRoy, Illinois, this 8th day of September, 1998.

(SEAL)



Municipal Clerk

STATE OF ILLINOIS)
) SS:
COUNTY OF McLEAN)

I, Sue Marcum, do hereby certify that I am the duly qualified and acting City Clerk of the City of LeRoy, McLean County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

AN ORDINANCE APPROVING A CONTRACT WITH FELMLEY DICKERSON COMPANY TO COMPLETE RENOVATIONS TO BRING CITY HALL AND WATER TOWER PLACE IN THE CITY OF LE ROY, MC LEAN COUNTY, ILLINOIS, IN TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT.

I do further certify said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the 8th day of September, 1998, and prior to the making of this certificate the said ordinance was spread at length upon the permanent records of said City where it now appears and remains as a faithful record of said ordinance in the record books.

Dated this 8th day of September, 1998.



City Clerk

(SEAL)

City of LeRoy
BID/CONTRACT DOCUMENTS AND SPECIFICATIONS
CDAP Grant No. 97-25610

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INVITATION FOR BIDS

The City of LeRoy will receive bids for the City/Town Hall/Water Tower Place Architectural Barriers Removal Project until 7 p.m., Central Standard Time, on the 17th day of August, 1998, at City Hall, 111 E. Center St., LeRoy, IL 61752, at which time and place all bids will be publicly opened and read aloud. Bids are invited upon the several items and quantities of work as follows:

Modification of existing rest rooms, construction of a concrete sidewalk and curbs, replacement of door hardware and installation of fire alarms and detectors

Contract Documents, including Drawings and Technical Specifications, are on file for review and bidding at Harry E. Riddle, the Riddle Group, consulting architects, 221 Parkview Dr., Bloomington, IL 61701; and for review only at the office of Sue Marcum, Clerk, City of LeRoy, at the above address. One copy of the documents may be obtained from the City without charge.

Bidders must submit with his or her bid the "Certification of Bidder Regarding Equal Employment Opportunity and the "Noncollusion Affidavit of Prime Bidder". A Bid Bond is not required.

Contractors and all subcontractors, including lower-tier subcontractors, will be required to pay the wages for all laborers and mechanics as determined to be prevailing in the locality by the U. S. Department of Labor under the Davis-Bacon Act. All work performed by laborers and mechanics is also subject to the Contract and Work Hours Safety Standards Act and the Copeland Anti-Kickback Act, Executive Order 11246.

Bidders are advised to review the requirements of the City's Minority Business Enterprise (MBE) Plan regarding subcontracting opportunities for minority- and women-owned businesses. Bidders must advertise for subcontractors as a part of the contracting process unless the bidder certifies that absolutely no subcontractors will be used.

Each Bidder, including subcontractors and lower-tier subcontractors, must ensure that all employees and applicants for employment are not discriminated against because of race, color, sex or national origin.

Bids may be held by the City for a period not to exceed thirty (30) days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

The City reserves the right to reject any and all bids or to waive any informalities in the bidding.

The City of LeRoy is an equal opportunity employer.

By: Sue Marcum, Clerk

INSTRUCTIONS TO BIDDERS

1. USE OF SEPARATE BID FORMS

These Contract Documents include a complete set of bidding and contract forms which are for the convenience of Bidders and are not to be detached from the Contract Document, filled out, or executed. Separate copies of Bid Forms are furnished for that purpose.

2. INTERPRETATIONS OF ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Local Public Agency. Any inquiry received seven or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Local Public Agency and the office of the Engineer at least five days before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidders responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. INSPECTION OF SITE

Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Local Public Agency will be justified in reject any claim based on facts regarding which he should have been on notice as a result thereof.

4. ALTERNATIVE BIDS

No alternative bids will be considered unless alternative bids are specifically requested by the technical specifications.

5. BIDS

a. All Bids must be submitted on forms supplied by the Local Public Agency and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineation, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

b. Bid Documents including the Bid, the Bid Guaranty, the Non-Collusion Affidavit, the Certification of Bidder Regarding Equal Employment Opportunity, and the Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the words "Bid Documents", project number, name of Bidder, and date and time of bid opening in order to guard against premature opening of the Bid.

c. The Local Public Agency may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.

d. If the Contract is awarded, it will be awarded by the Local Public Agency to a responsible Bidder on the basis of the lowest Bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.

e. Each Bidder shall include in his Bid the following information:

Principals

Names

Social Security Numbers

Home Addresses, (i.e., City, State, Zip Code & Phone

The Firm

Name

Treasury Number

Office Address (i.e., City, State Zip Code & Phone

6. BID GUARANTY

(not applicable)

a. The Bid must be accompanied by a Bid guaranty which shall not be less than 5 percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a Bid bond in the form attached. The Bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the City of LeRoy. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.

c. Certified checks or bank drafts, or the amount thereof Bid Bonds, and negotiable U.S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

7. COLLUSIVE AGREEMENTS

a. Each Bidder submitting a Bid to the Local Public Agency for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.

b. Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in Section 103 hereof.

8. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall upon request of the Local Public Agency submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, his experience record in constructing the type of improvements embraced in the contract, his organization and equipment available for the work contemplated, and, when specifically requested by the Local Public Agency, a detailed financial statement. The Local Public Agency shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the Local Public Agency all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Local Public Agency that the Bidder is qualified to carry out properly the terms of the Contract.

9. ITEMIZED LUMP SUM AND UNIT PRICES

Each of the several individual lump sum items in the proposal of each Bidder shall include its pro-rata share of overhead so that the sum obtained by adding the price shown for each item to the others represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal. The Local Public Agency reserves the right to eliminate some items as may be deemed necessary. Total prices for some items may be arrived at by multiplying a quantity by a unit price. Such items must contain the Bidder's unit price as well as the lump sum total for that item. Special attention is called to this provision, for should conditions make it necessary to revise the quantities, the increase or decrease in quantities shall not affect the total price by more than twenty-five percent (25%) without mutual agreement by the parties. The elimination of some items entirely from the scope of work as may be deemed necessary is not subject to the total price decrease limitation in the foregoing sentence.

10. CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

11. TIME FOR RECEIVING BIDS

a. Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by United States mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the Local Public Agency that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.

b. Bidders are cautioned that, while telegraphic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

12. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the Local Public Agency will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

13. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

14. AWARD OF CONTRACT: REJECTION OF BIDS

a. The Contract will be awarded to the responsible Bidder submitting the lowest Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Local Public Agency, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.

b. The Local Public Agency reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his

own forces the major portions of the work involved in construction of the Improvements embraced in this Contract.

15. EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BOND

(Not applicable)

a. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Local Public Agency an Agreement in the form included in the Contract Documents in such number of copies as the Local Public Agency may require.

b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "a" above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company listed in the latest issue of the U.S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570.

If applicable State laws require separate bonds as security: (1) for the faithful performance of the Contract; and (2) for the payment of all services, labor, and materials, revise the above paragraph "b" in accordance with the statutory requirements of the particular State. These bonds shall be signed by a guaranty or surety company listed in the latest of the U.S. Treasury Circular 570 and the total penal sum shall be within the maximum specified for such company in said Circular 570.

c. The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten days after the prescribed forms are presented for signature, or within such extended period as the Local Public Agency may grant, based upon reasons determined sufficient by the Local Public Agency, shall constitute a default, and the Local Public Agency may either award the Contract to the next lowest responsible Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by readvertising the defaulting Bidder shall have no claim against the Local Public Agency for a refund.

(Not applicable)

16. WAGES AND SALARIES

a. Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees. See SPECIAL CONDITIONS, PART II, Federal Labor Standards.

b. The rates of pay set forth under SPECIAL CONDITIONS, PART II, are the minimums to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

17. EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. (See SPECIAL CONDITIONS, Section 201, et seq, hereof.)

BID

Date August 17, 1989

Grant No. 97-24610

Proposal of Felmley-Dickerson Co. (hereinafter called "Bidder"), organized and existing under the laws of the State of Delaware, doing business as * corporation (*insert "a corporation", "a partnership", or "an individual", as applicable) to the City of LeRoy (hereinafter called "Local Public Agency").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of the City/Town Hall/Water Tower Place architectural barriers removal

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Local Public Agency and to fully complete within Ninety (90) consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$ 0 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 135 of the Special Conditions.

Bidder acknowledges receipt of the following addenda:

1. Dated: None
2. Dated: _____
3. Dated: _____

BASE PROPOSAL:

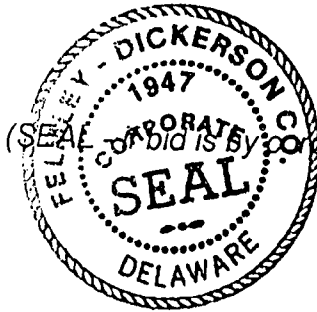
Bidder agrees to perform all of the architectural barriers removal work described in the specifications and shown on the plans for the sum of Forty Thousand Nine Hundred and No/100 Dollars (\$ 40,900⁰⁰) (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

The above price shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with paragraph 109 of the General Conditions.

Bidder understands that the Local Public Agency reserves the right to reject any or all bids and to waive any informalities in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver an acceptable Certificate of Insurance as required by Paragraphs 129 and 137 of the GENERAL CONDITIONS.

Respectfully submitted:



Bidder's Officer, Title: John B. Meek, President
(Please print or type)

By: *John B. Meek*
(Signature)

Address, Zip Code: 803 E. Lafayette St., Bloomington, IL 61701

Telephone Number: (309) 828-4317

City/TownHall/Water Tower Place Architectural Barriers Removal Project
DCAP Grant No. 97-25610
City of LeRoy, IL

Felmley-Dickerson Co.
803 E. Lafayette St. (61701)
P. O. Box 546 (61702-0546)
Bloomington, IL
309-828-4317 (Voice)
309-828-5528 (Fax)

FEIN: 37-0637439

Principals:

James B. Meek
803 S. Mercer
Bloomington, IL 61701
309-663-1841
SSN: 328-16-2772

Chairman of the Board

John B. Meek
310 Vista Drive
Bloomington, IL 61701
309-664-6005
SSN: 322-46-3222

President

David J. Steffen
110 S. Williamsburg
Bloomington, IL 61704
309-663-1050
SSN: 337-30-2455

Secretary/Treasurer

Bruce E. Semlow
671 St. Andrews Circle
Rantoul, IL 61866
Phone: Unlisted
SSN: 356-30-5252

Vice President

ABCDEF CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
08/26/98

PRODUCER
INSURANCE RISK MANAGERS LTD
2107 S NEIL ST
PO BOX 4016
CHAMPAIGN IL 61824-4016

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

COMPANIES AFFORDING COVERAGE

COMPANY
ACINCINNATI INSURANCE COMPANY

INSURED
FELMLEY-DICKERSON CO
ATTN DAVE STEFFEN
PO BOX 546
BLOOMINGTON IL 61702-0546

COMPANY
B

COMPANY
C

COMPANY
D

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	CPP5538627AWR	08/01/98	08/01/99	GENERAL AGGREGATE \$N/A PRODUCTS-COMP/OP AGG \$300,000 PERSONAL & ADV INJURY \$100,000 EACH OCCURRENCE \$100,000 FIRE DAMAGE (Any one fire) \$100,000 MED EXP (Any one person) \$5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CPP5538627AWR	08/01/98	08/01/99	COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	CCC4444663	08/01/98	08/01/99	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 \$ STATUTORY LIMITS \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
PROJECT: MODIFICATION OF EXISTING REST ROOMS, CONSTRUCTION OF A CONCRETE SIDEWALK AND CURBS, REPLACEMENT OF DOOR HARDWARE AND INSTALLATION OF FIRE ALARMS AND DETECTORS.

CERTIFICATE HOLDER

CITY OF LeROY
111 E CENTER ST
LE ROY, IL 61752

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Anthony R. [Signature]

CERTIFICATE OF COVERAGE

8369

ISSUE DATE (MM/DD/YY)
08/24/1998

CONSOLIDATED CONSTRUCTION SAFETY FUND OF ILLINOIS

c/o Cannon Cochran Management Services, Inc.
Towne Centre Building
2 East Main Street
Danville, IL 61832

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

COVERAGE PROVIDED BY

COVERAGE PROVIDER	A	Consolidated Construction Safety Fund of Illinois
COVERAGE PROVIDER	B	
COVERAGE PROVIDER	C	
COVERAGE PROVIDER	D	
COVERAGE PROVIDER	E	

COVERED MEMBER

FELMLEY DICKERSON CO

PO BOX 546
BLOOMINGTON IL 61702-0546

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (In thousands)	
	GENERAL LIABILITY				LIMITS (In thousands)	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				GENERAL AGGREGATE	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR.				PRODUCTS-COMP/OP AGG.	\$
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				PERSONAL & ADV. INJURY	\$
					EACH OCCURENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED. EXPENSE (Any one person)	\$
	AUTOMOTIVE LIABILITY				COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS				EACH OCCURENCE	\$
	<input type="checkbox"/> NON-OWNED AUTOS				EACH OCCURENCE	\$
	<input type="checkbox"/> GARAGE LIABILITY					
	EXCESS LIABILITY					
	<input type="checkbox"/> UMBRELLA FORM				STATUTORY LIMITS	X
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH ACCIDENT	\$ **
A	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	POL # NXC0119425-03	12/31/1997	12/31/1998	DISEASE - POLICY LIMIT	\$ **
					DISEASE - EACH EMPLOYEE	\$ **

OTHER

** Coverage for occupational injury and disease provided through group self-insurance Workers Compensation Trust. The limits are \$5,450,000 per occurrence for Employer's Liability and Statutory Workers Compensation. Excess insurance is provided by Reliance National.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

MODIFICATION OF EXISTING REST ROOMS, CONSTRUCTION OF A CONCRETE SIDEWALK AND CURBS, REPLACEMENT OF DOOR HARDWARE AND INSTALATION OF FIRE ALARMS AND DETECTORS.

CERTIFICATE HOLDER

CITY OF LEROY

111 E CENTER STREET
LEROY IL 61752

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED SIGNATURE

Lou M Sprouls

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,
_____ as PRINCIPAL, AND _____
as SURETY are held and firmly bound unto the _____ City of LeRoy hereinafter
called the "Local Public Agency" in the penal sum of _____
Dollars, (\$ _____) lawful money of the United States, for the payment of which
sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has
submitted the accompanying BID.

Dated _____, 19 _____, for _____

NOW, THEREFORE, if the Principal shall not withdraw said BID within the period
specified therein after the opening of the same, or, if no period is specified, within
thirty (30) days after the said opening, and shall within the period specified
therefore, or if no period specified, within ten (10) days after the prescribed forms
are presented to him for signature, enter into a written contract with the Local Public
Agency in accordance with the BID as accepted, and give bond with good and
sufficient sureties, as may be required, for the faithful performance and proper
fulfillment of such contract; or in the event of the withdrawal of said BID within the
period specified, or in the failure to enter into such contract and give such bond
within the time specified, if the Principal shall pay the Local Public Agency the
difference between the amount specified in said BID and the amount for which the
Local Public Agency may procure the required work or supplies or both, if the latter
be in excess of the former, then the above obligation shall be void and of no effect,
otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument
under their several seals this _____ day of _____, 19 _____,
the name and corporate seal of each corporate party being hereto affixed and these
present signed by its undersigned representative, pursuant to authority of its
governing body.

_____	_____ (SEAL)
_____	_____ (SEAL)
Attest: _____	By: _____

By: _____ (Seal)

Attest:

By: _____ (Seal)

Countersigned:

by: _____

Attorney-in-Fact, State of _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the

_____, Secretary of the Corporation named as Principal
in the within Bond; that _____, who signed the Bond on behalf of the
Principal was then _____ of said corporation; that I
know his signature, and his signature thereto is genuine; and that said Bond was duly
signed, and attested to for and on behalf of said corporation by authority of this
governing body.

_____ (Seal)

Title

CONTRACT

This Contract made this _____ day of August, 19 98, by and between Felmley-Dickerson Co. (a corporation organized and existing under the laws of the State of Delaware) (a partnership consisting of _____) (an individual or sole proprietorship doing business as) _____, hereinafter referred to as the "Contractor", and the City of LeRoy, hereinafter called the "Local Public Agency".

WITNESSETH, that the Contractor and the Local Public Agency for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements described in the Contract Documents; specifically, the removal of architectural barriers at City/Town Hall and Water Tower Place, as listed on the Bid Schedule, herein, and required supplemental work for the project, all in strict accordance with the Contract Documents including all addenda thereto, enumerated 1. _____ Dated None; 2. _____, dated _____; 3. _____, dated _____; 4. _____, dated _____, issued by the Local Public Agency.

ARTICLE 2. Contract Price. The Local Public Agency will pay the Contractor for performance of the work performed at the itemized prices submitted in the Bid Schedule for a lump sum of \$ 40,900.00 or an amount not to exceed the Base Bid amount of the Bid as adjusted by all approved change orders as discussed in Section 109 of the Contract Documents, hereof.

ARTICLE 3. The CONTRACT. The term "Contract Documents" means and includes the following:

- | | |
|--|-----------------------------------|
| a. Advertisement for Bids | i. General Conditions - Part II |
| b. Instruction to Bidders | j. Notice of Award |
| c. Bid (with Bid Schedule, Addenda) | k. Notice to Proceed |
| d. Bid Bond (<i>not required</i>) | l. Special Conditions |
| e. Contract (or Agreement) | m. Change Order(s) |
| f. Performance Bond (<i>if required</i>) | n. Prevailing Wage Determinations |
| g. Payment Bond (<i>if required</i>) | o. Technical Specifications |
| h. General Conditions - Part I | |

This Contract, together with other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties thereto. In the event that any provision in any component part of this Contract conflicts with any provision of any

other component part, the provision of the component first enumerated in Article 3 shall govern, except as otherwise specifically stated.

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

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in five (5) counterpart originals on the date first above written.

Felmley-Dickerson Co.

CONTRACTOR

By: _____

John B. Meek
John B. Meek

Title President

Address 803 E. Lafayette St.

Bloomington, IL 61701



(SEAL)

ATTEST:

Name: _____

David J. Steffen
David J. Steffen

Title: _____

Secretary/Treasurer

LOCAL PUBLIC AGENCY
CITY OF LEROY

By: _____

Robert Rice
Robert Rice

Title: Mayor

(SEAL)

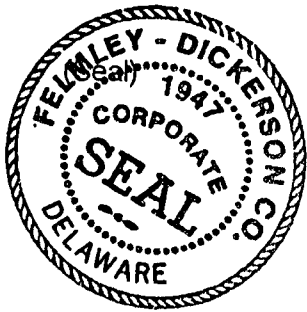
ATTEST:

Sue Marcum
Sue Marcum

Title: City Clerk

Corporate Certifications

I, David J. Steffen, certify that I am the Secretary/Treasurer of the corporation named as Contractor herein; that John B. Meek who signed this Contract on behalf of the Contractor, was then President of said corporation; that said Contract was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



David J. Steffen
Corporate Secretary
David J. Steffen

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address Of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly, bound unto _____

City of LeRoy

(Name of Owner)

111 E. Center St., LeRoy, IL 61752

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the OWNER, dated the _____ day of _____
19____, a copy of which is hereto attached and made a part hereof for the construction of:

City/Town Hall/Water Tower Place Architectural Barriers Removal Project

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

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

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

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____^{number} day of _____ 19____.

ATTEST:

(Principal) Secretary

By _____ (s)

(SEAL)

(Witness as to Principal)

(Address)

(Address)

Surety

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

(Address)

By _____ (s)

Attorney-in-Fact

(Address)

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

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____ (Name of Contractor)

_____ (Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____ (Name of Surety)

_____ (Address of Surety)

hereinafter called Surety, are held and firmly, bound unto _____

City of LeRoy (Name of Owner)

111 E. Center St., LeRoy, IL 61752 (Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, (\$ _____)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 19____, a copy of which is hereto attached and made a part hereof for the construction of:

City/Town Hall/Water Tower Place Architectural Barriers Removal

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

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

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

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one
(number)
of which shall be deemed an original, this the _____ day _____ of 19 _____.

ATTEST:

Principal

By _____ (s)

(Principal) Secretary

(Witness as to Principal)

(Address)

(Address)

Surety

ATTEST:

(Surety) Secretary

(SEAL)

By _____ (s)

Witness as to Surety

(Address)

Attorney-in-Fact

(Address)

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

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

NOTICE OF AWARD

To: John B. Meek, President
Felmley-Dickerson Co.
803 E. Lafayette St.
Bloomington, IL 61701

PROJECT Description: City/Town Hall/Water Tower Place Architectural Barriers Removal,
CDAP Grant No. 97-24610

The Owner has considered the BID submitted by you for the above-described WORK in response to its Advertisement for BIDS dated July 27 19 98 and Information for Bidders.

You are hereby notified that your BID has been accepted for the WORK in the amount of \$ 40,900.00

You are required by the Information for Bidders to execute the Agreement and furnish the certificate of insurance within ten (10) calendar days from the date of this Notice to you.

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

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

Dated this 17th day of August 19 98

OWNER:
City of LeRoy
(Please type or print)
By: Robert Rice
Signature
Title: Mayor

CONTRACTOR'S ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by Felmley-Dickerson Co.

(Please type or print)

this 28th day of August, 19 98

By: John B. Meek
Signature John B. Meek
Title: President

NOTICE TO PROCEED

To: John B. Meek, President
Felmley-Dickerson Co.
803 E. Lafayette St.
Bloomington, IL 61701

Date: August 27, 1998

PROJECT: City/Town Hall/Water Tower Place
Architectural Barriers Removal,
CDAP Grant No. 97-24610

You are hereby notified to commence WORK in accordance with the Agreement dated August 27 19 98 , on or before September 7 19 98 , you are to complete the WORK within Ninety (90) consecutive calendar days thereafter. The date of completion of all WORK is therefore December 5 19 98 .

OWNER:

City of LeRoy
(Please type or print)

By: Robert Rice
Signature

Title: Mayor

CONTRACTOR'S ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____

John B. Meek
Felmley-Dickerson Co.
(Please type or print)

this 4th day of SEPTEMBER

19 98

By: John B Meek

Title: President

CHANGE ORDER

Order No. _____

Order Date: _____

Agreement Date: _____

PROJECT Description: City/Town Hall/Water Tower Place Architectural Barriers Removal,
CDAP Grant No. 97-24610

OWNER(S): City of LeRoy

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$ _____

Current CONTRACT PRICE as adjusted by previous CHANGE ORDERS: \$ _____

The CONTRACT PRICE including this CHANGE ORDER will be [increased] [decreased] by
\$ _____

The new CONTRACT PRICE including this CHANGE ORDER will be: \$ _____

Change in CONTRACT TIME:

The CONTRACT TIME will be [increased] [decreased] by _____ calendar days.

The date for completion of all work will be _____ [Date].

Approvals Required:

To be effective, this ORDER must be approved by the OWNER and CONTRACTOR.

APPROVALS:

OWNER: City of LeRoy By: _____
(Please type or Print) Signature

CONTRACTOR: _____ By: _____
(Please type or Print) Signature

GENERAL CONDITIONS

101. DEFINITIONS

Whenever used in any of the Contract documents, the following meanings shall be given to the terms herein defined:

- a. The term "*Contract*" means the Contract executed by the Local Public Agency and the Contractor, of which these GENERAL CONDITIONS, PARTS I AND II form a part.
- b. The term "*Local Public Agency*" means the CDAP grantee or in this instance, the City of LeRoy which is authorized to enter into this Contract.
- c. The term "*Contractor*" means the person, firm or corporation entering into the Contract with the Local Public Agency to construct and install the Improvements embraced in this Contract.
- d. The term "*Project Area*" means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- e. The term "*Engineer*" means Harry E. Riddle (the Riddle Group), the architect in charge, serving the Local Public Agency with architectural or engineering services, his successor, or any other person or persons, employed by said Local Agency for the purpose of directing or having in charge the work embraced in this Contract, the said Engineer acting directly or having in charge the work embraced in this Contract, the said Engineer having general charge of the work or through any assistant having immediate charge of a portion thereof limited by the particular duties entrusted to him.
- f. The term "*Local Government*" means the town, village, city, county(ies) or other political subdivision of the State of Illinois within which the Project Area is situated.
- g. The term "*Contract Documents*" means and shall include the following: Executed Contract, Addenda (*if any*), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Parts I and II, Special Conditions, Technical Specifications, and Drawings (*as listed in the Schedule of Drawings.*)
- h. The term "*Subcontractor*" means an individual, firm, or corporation having a contractual responsibility with the general contractor or with any other subcontractor for the performance of a part of the work at the site.
- i. The term "*Drawings*" means the drawings listed in the Schedule of Drawings.

j. The term "*Technical Specifications*" means that part of the Contract Documents which describes, outlines and stipulates: the quality of the materials to be furnished; the quality of workmanship required; and the methods to be used *in carrying* out the construction work to be performed under this Contract.

k. The term "*Addendum*" or "*Addenda*" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Local Public Agency to prospective Bidders prior to the time of receiving Bids.

l. The term "*Secretary*" means the Secretary of Housing and Urban Development, or other person who may be at the time acting in the capacity or authorized to perform the functions of such secretary, or the authorized representative thereof.

102. SUPERINTENDENCE BY CONTRACTOR

a. Except where the Contractor is an individual and gives his personal superintendence to the work, the contractor shall provide a competent superintendent satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

b. The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

103. SUBCONTRACTS

a. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has submitted a Non-Collusion Affidavit from the subcontractor in substantially the form shown on the following page and has received written approval of such subcontractor from the Local Public Agency.

b. No proposed subcontractor shall be disapproved by the Local Public Agency except for cause.

c. The Contractor shall be as fully responsible to the Local Public Agency for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

d. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract.

e. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Local Public Agency.

f. The Contractor shall not award work to Subcontractor(s) in excess of 50% of the contract price without prior written approval of the Local Public Agency.

104. OTHER CONTRACTS

The Local Public Agency may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Local Public Agency. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

105. FITTING AND COORDINATION OF WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

106. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts or neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work the Contractor shall settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Local Public Agency on account of any damage alleged to have been so sustained, the Local Public Agency will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgment or claims against the Local Public Agency shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

107. PROGRESS SCHEDULE

The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month.

108. PAYMENTS TO CONTRACTOR

1. Partial Payments

a. The Contractor shall prepare his requisition for partial payment as of the last day of the month or other date as may specified by the Local Public Agency to coincide

with its meeting and bill payment schedule or other period it deems appropriate and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer. The amount retained may be reduced to five percent (5%) upon completion of fifty percent (50%) of the work, if so recommended by the Engineer and no special circumstances apply to preclude the reduction.

Pay requests by the Contractor must first be recommended for approval by the Engineer before payment by the Local Public Agency. Payment shall be made to the Contractor within 45 days of the Local Public Agency's approval of a pay request.

b. Monthly or partial payments made by the Local Public Agency to the Contractor are moneys advanced for the purpose of assisting the Contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Local Public Agency. Such payments shall not constitute a waiver of the right of the Local Public Agency to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Local Public Agency in all details.

c. If a lump sum contract price is deemed advisable revise: the third sentence in paragraph (a.) under "*Partial Payments*" to read as follows:

The total value of work completed to date shall be based upon the estimated quantities of work completed to date on each item and the unit prices established in the Bid Schedule and adjusted in accordance with the value of work completed to date on approved change orders.

2. Final Payment

a. After final inspection and acceptance by the Local Public Agency of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.

Final payment to the Contractor shall be made subject to his furnishing the Local Public-Agency with a release in satisfactory form of all claims against the Local Public

Agency arising under and by virtue of his Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under Section 113 hereof. Final payment is also contingent upon the Local Public Agency's receipt of a complete set of "as built" drawings approved by the project engineer based upon information provided by the contractor.

b. Payments for lump sum contracts shall be based on the estimated value of the work completed to date compared to the total Price in the Bid Schedule or as modified by change orders

c. The Local Public Agency, before paying the final estimate, may require the Contractor to furnish waivers of lien and receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Local Public Agency deems the same necessary in order to protect its interest. The Local Public Agency, however, may if it deems such action advisable make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

d. Withholding of any amount due the Local Public Agency under Section 303, entitled "Liquidated Damages," under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.

3. Withholding Payments

a. The Local Public Agency may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Local Public Agency and if it so elects may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Local Public Agency and will not require the Local Public Agency to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers or suppliers, or to withhold any moneys for their protection unless the Local Public Agency elects to do so. The failure or refusal of the Local Public Agency to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

4. Payments Subject to Submission of Certificates

Each payment to the Contractor by the Local Public Agency shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors by Section 215 hereof.

109. CHANGES IN THE WORK

a. The Local Public Agency may make changes in the scope of work required to be performed by the Contractor under the Contract or making the Contract, and without

relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

b. Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the Improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Local Public Agency authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price, will be valid unless so ordered.

c. If applicable unit prices contained in the Contract (established as a result of either a unit price bid or a Supplemental Schedule of Unit Prices) the Local Public Agency may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than twenty-five percent (25%) in accordance with the Section entitled Unit Prices, under INSTRUCTIONS TO BIDDERS unless approved by a three-fifths vote of the Local Public Agency's governing body.

d. If applicable unit prices are not contained in the Agreement or if the total net change increases or decreases the total Contract Price more than twenty-five percent (25%), the Local Public Agency shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:

- (1) If the proposal is acceptable the Local Public Agency will prepare the change order in accordance therewith for acceptance by the Contractor and
- (2) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Local Public Agency may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractors labor, materials and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.

e. Each change order shall include in its final form:

- (1) A detailed description of the change in the work.
- (2) The Contractor's proposal (if any) or a confirmed copy thereof.

- (3) A definite statement as to the resulting change in the Contract Price and/or time.
- (4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

f. The procedures as outlined in this section for a unit price contract also apply in the case of a lump sum contract.

110. CLAIMS FOR EXTRA COST

a. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Local Public Agency, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

b. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

c. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Local Public Agency and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Local Public Agency.

d. If, on the basis of the available evidence, the Local Public Agency determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Section 109 thereof.

111. TERMINATION: DELAYS: AND LIQUIDATED DAMAGES

a. *Right of the Local Public Agency to Terminate Contract.* In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his subcontractors, the Local Public Agency may serve written notice upon the Contractor and the surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Local Public Agency shall immediately serve notice thereof upon the surety and the Contractor and the surety shall have the right to take over and perform

the Contract; provided, however, that if the surety does not commence performance thereof within ten (10) days from the date of the mailing to such surety of notice of termination, the Local Public Agency may take over the work and prosecute the same to completion by Contract or by force account for the account and at the expense of the Contractor and the Contractor and his surety shall be liable to the Local Public Agency for any excess cost occasioned the Local Public Agency thereby, and in such event the Local Public Agency may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

b. Liquidated Damages for Delays. If the work is not completed within the time stipulated herein, including any extension of time for excusable delays as herein provided, then the Contractor will pay to the Local Public Agency the amount for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default. The Contractor and his sureties shall be liable to the Local Public Agency for the amount thereof.

c. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

- (1) To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;
- (2) To any acts of the Local Public Agency;
- (3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Local Public Agency, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
- (4) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2), and (3) of this paragraph "c".

Provided however, that the Contractor promptly notifies the Local Public Agency within ten (10) days in writing of the cause of the delay. Upon receipt of such notification the Local Public Agency shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the Local Public Agency shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

112. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Local Public Agency; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Local Public Agency. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools or equipment.

113. DISPUTES

a. All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS under SPECIAL CONDITIONS, PART II whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Local Public Agency for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim, but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Local Public Agency of notice thereof.

b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Local Policy Agency will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.

c. If the Contractor does not agree with any decision of the Local Public Agency, he shall in no case allow the dispute to delay the work but shall notify the Local Public Agency promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

114. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be

immediately submitted to the Local Public Agency, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

115. SHOP DRAWINGS

a. All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in five (5) copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor for extension of the contract time shall be granted by reason of his failure in this respect.

b. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

c. If a shop drawing is in accord with the Contract or involves only a minor adjustment in the interest of the Local Public Agency not involving a change in contract price or time, the Engineer may approve the drawing. The approval shall be general, shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing, and shall contain in substance the following:

"The modification shown on the attached drawing is approved in the interest of the Local Public Agency to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or time; that it is subject generally to all Contract stipulation and covenants,, and that it is without prejudice to any and all rights of the Local Public Agency under the Contract and surety bond or bonds."

116. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Local Public Agency for any additional information not already in his possession which should be furnished by the Local Public Agency under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks

after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

117. MATERIALS AND WORKMANSHIP

a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as equal to" any particular standard, the Engineer shall decide the question of equality.

b. The Contractor shall furnish to the Local Public Agency for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. (See Section 118 thereto).

c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

d. Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.

e. The Local Public Agency may require the Contractor to dismiss from the work such employee or employees as the Local Public Agency or the Engineer may deem incompetent, or careless, or insubordinate,

118. SAMPLES, CERTIFICATES AND TESTS

a. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc. as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late

or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

b. Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with the contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

c. Approval of any materials shall be general only and shall not constitute a waiver of the Local Public Agency's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

d. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

- (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
- (2) The Contractor shall assume all costs of retesting materials which fail to meet contract requirements;
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
- (4) The Local Public Agency will pay all other expenses.

119. PERMITS AND CODES

a. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Local Public Agency. Where the requirements of the Drawings and Technical Specifications fail to comply with such

applicable ordinances or codes, the Local Public Agency will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the Local Public Agency, or a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

b. The Contractor shall at his own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.

c. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

120. CARE OF WORK

a. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Local Public Agency.

b. The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

c. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Local Public Agency, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Local Public Agency. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Local Public Agency as provided in Section 109 hereof.

d. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

e. The Contractor shall store up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Local Public Agency from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Local Public Agency may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

121. ACCIDENT PREVENTION

a. No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

b. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency may determine to be reasonably necessary. Machinery, equipment and all, hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable laws.

c. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concernin.9 these matters.

d. The Contractor shall indemnify and save harmless the Local Public Agency from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

122. SANITARY FACILITIES

The Contractor shall furnish, install and maintain ample sanitary facilities for the Worker. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

123. USE OF PREMISES

a. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Local Public Agency, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

b. The Contractor shall comply with all reasonable instructions of the Local Public Agency and all existing state & local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

124. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition. Trash burning on the site of the work will be subject to prior approval of the Local Public Agency and existing State and local regulations.

125. INSPECTION

a. All materials and workmanship shall be subject to inspection, examination, or test by the Local Public Agency and the Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Local Public Agency shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefore. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Local Public Agency may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which may be

due the Contractor, without prejudice to any other rights or remedies of the Local Public Agency.

b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (see Section 118 hereof.) All tests by the Local Public Agency will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.

c. The Contractor shall notify the Local Public Agency sufficiently in advance of backfiring or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Local Public Agency, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the Local Public Agency.

d. Should it be considered necessary or advisable by the Local Public Agency at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

e. Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

f. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Local Public Agency or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

126. REVIEW BY LOCAL PUBLIC AGENCY

The Local Public Agency, its authorized representatives and agents and the Representative for the Secretary shall, at all times have access to and be permitted to observe and review all work, materials equipment, payrolls, personnel records,

employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the Local Public Agency through its authorized representatives or agents.

127. FINAL INSPECTION

a. When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Local Public Agency in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Local Public Agency having charge of inspection. If the Local Public Agency determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party will also include the representatives of each department of the Local Government having in charge improvements of like character when such Improvements are later to be accepted by the Local Government.

128. DEDUCTION FOR UNCORRECTED WORK

If the Local Public Agency deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Local Public Agency and subject to settlement, in case of dispute, as herein provided.

129. INSURANCE

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Local Public Agency, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained and approved.

a. *Compensation Insurance:* The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide

adequate employees liability insurance for the protection of such of his employees as are not otherwise protected.

b. Contractors Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this Contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Special Conditions.

c. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Special Conditions specified in subparagraph (b) hereof.

d. Scope of Insurance and Special Hazards: The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this Contract as enumerated in the Special Conditions.

~~*e. Builder's Risk Insurance (Fire and Extended Coverage):* Until the project is completed and accepted by the Local Public Agency, the Local Public Agency, or Contractor (at the Local Public Agency's option as indicated in the Special Conditions) is required to maintain Builder's Risk Insurance (*fire and extended coverage*) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Local Public Agency, the Contractor, and subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance(*fire and extended coverage*) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from his obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and his surety shall be obligated to full performance of the Contractor's undertaking.~~

f. Proof (Certificate) of Insurance: The Contractor shall furnish the Local Public Agency with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: *'The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Local Public Agency.'*

130. PATENTS

The Contractor shall hold and save the Local Public Agency, its officers, and employees, harmless from liability of any nature or kind, including costs and expenses,

for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, specifically stipulated in the Technical Specifications.

131. WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditions[sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Local Public Agency free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Local Public Agency. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

132. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Local Public Agency or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work.

The Local Public Agency will give notice of defective materials and work with reasonable promptness.

133. PROJECT SITE

(The "Special Conditions" provide a flexible Division of the Contract Documents in which to place provisions which contain elements that vary from one project to another, and which cover situations peculiar to the Project involved. The conditions outlined may require modification to fit the local situation or it may be necessary to include additional provisions to amplify the Contract requirements.)

The Project Area consists of the area within the property limits shown on the designated as Drawing(s) No. A-1 (s).

134. TIME FOR COMPLETION

a. The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Local Public Agency in the Notice to Proceed to the Contractor and shall be fully completed within consecutive calendar days thereafter.

135. LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this contract are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the Local Public Agency the sum of Zero Dollars (\$ 0) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated for completion, or as modified in accordance with Section 109 hereof, until such work is satisfactorily completed and accepted.

(The minimum amount of the liquidated damages per calendar day should be sufficient to reimburse the Local Public Agency for all salaries for inspectors, the HUD Site Representative, and overhead expense due to the Contractor having failed to complete the Improvements embraced in this Contract within the time stipulated for completion.)

136. SPECIAL HAZARDS

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards:

(Please List)

137. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE

As required under Section 129 of the General Conditions the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$ 500,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$ 500,000 on account of

one accident, and Contractor's Property Damage Insurance in an amount not less than \$ 500,000

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractors in his own policy.

138. BUILDER'S RISK INSURANCE

As provided in the General Conditions, Section 129 (e), the Contractor will/will not maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Local Public Agency, the Contractor, and all subcontractors, as their interests may appear.

139. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all Improvements embraced in this Contract complete in every respect within the specified time.

140. COMMUNICATIONS

a. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.

b. Any notice to or demand upon the Contractor shall be sufficiently stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Local Public Agency), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

c. All papers required to be delivered to the Local Public Agency shall, unless otherwise specified in writing to the Contractor, be delivered to the City Clerk at City Hall, and any notice to or demand upon the Local Public Agency shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any, telegraph company for transmission to said Local Public Agency at such address, or to such other representatives of the Local Public Agency or to such other address as the Local Public Agency may subsequently specify in writing to the Contractor for such purposes.

d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or (in the case of telegrams) at the time of actual receipt, as the case may be.

e. This section does not apply to decisions given pursuant to Section 113(b) of this Contract.

141. JOB OFFICES

a. The Contractor shall furnish and maintain, during construction of the Improvements embraced in this Contract, adequate facilities on the Project Area or adjacent thereto for the use of the Local Public Agency and its Engineers, as follows:

(Please Describe the Facilities)

NONE REQUIRED

b. The Contractor and his subcontractors may maintain such office and storage facilities on the Site as are necessary for the proper conduct of the work to be performed on the Site. The Local Public Agency shall be consulted with regard to locations.

c. Upon completion of the Improvements, or as directed by the Local Public Agency, the Contractor shall remove all such temporary structures and facilities from the Site, same to become his property, and leave the Site of the work in the condition required by the Contract.

d. Consideration should be given to the deletion of paragraph "a" if the time set for completion of the Improvements is less than sixty (60) days. It may also be deleted if a job office has been otherwise provided or usable space is available in existing buildings.

e. If a job office is required, specify in detail the facilities and services required, such as adequate office space, light, heat, hot and cold water, toilet facilities, janitor service, local telephone, closets, plan racks, etc.

142. PARTIAL USE OF SITE IMPROVEMENTS

The Local Public Agency, at its election, may give notice to the Contractor and place in use those sections of the Improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided;

a. The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.

b. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

c. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship.

d. The period of guarantee stipulated in the Section 132 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

143. WORK BY OTHERS

The following work will be done by others:

a. *At no expense to the Contractor:*

(1) *On Site:*

(a)

(b)

(2) *Off Site:*

(a)

(b)

b. *At the expense of the Contractor*

(1) *On Site:*

(a) None

(b)

144. CONTRACT DOCUMENTS AND DRAWINGS

The Local Public Agency will furnish the Contractor without charge five (5) copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

GENERAL SPECIFICATIONS

SCHEDULE OF DRAWINGS

<u>Architectural Drawing No.</u>	<u>Date</u>	<u>Title</u>
Sheet 1	<u>7/</u> /98	Floor Plan and Notes
Sheet <u> </u>	<u> /</u> /98	Specifications
Sheet <u> </u>	<u> /</u> /98	Specifications
Sheet <u> </u>	<u> /</u> /98	Specifications

All Drawings (*and technical specifications*) for the Improvements embraced in the Contract which will be taken over and maintained by the Local Government for public use should be:

(1) prepared in accordance with local standards and ordinances; and

(2) approved in the designated head of the proper department of the Local Government, before being included in the Contract Documents.

TECHNICAL SPECIFICATIONS

The Engineer must prepare and attach to these Contract Documents, detailed Technical Specifications covering all items of work involved in the construction of the Improvements as planned. All Technical Specifications for utilities and other underground construction must contain appropriate Sections covering the recording of all necessary data and measurements required for the preparation of the "As-built" Drawings as specified.

SPECIAL CONDITIONS
PART I

201. EQUAL EMPLOYMENT OPPORTUNITY

1. Applicable to contracts of \$10,000 or less:

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

a. The Contractor shall not discriminate against any employee or the applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be necessarily limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms or 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 owner setting forth the provisions of this nondiscrimination clause.

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

c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

2. Applicable to contracts and subcontracts in excess of \$10,000:

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

a. 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 below:

b. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	2.5	6.9

These goals are applicable to all the Contractor's construction work (*whether of 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 geographic 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 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 of 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

d. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is No. 1040, Bloomington-Normal SMSA (McLean County)

3. Standard Federal Equal Employment Opportunity Construction Contract Specifications (*Executive Order 11246*), definitions:

a. As used in these specifications:

- i. "Covered area" means the geographic area described in the solicitation from which this contract resulted;
- ii. "Director" means the Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- iii. "Federal Employer Identification Number" (*FEIN*) means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department form 941;

iv. "Minority" includes:

Black (all persons having origins in any of the Black African racial groups not of Hispanic origin.

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

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

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

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

c. If the Contractor is participating (pursuant to 41 CFR Part 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's goals and timetables.

d. The Contractor shall implement the specific affirmative action standards provided in paragraphs 3a through 3p 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.

e. 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.

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

g. 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 efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- i. 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 work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other such 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.
- ii. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- iii. Maintain a current file of the names, addresses and telephone numbers of each minority and female "off-the-street" applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- iv. 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.

- v. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 3.b., above.
- vi. 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's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- vii. 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.
- viii. Disseminate the Contractor's EEO policy externally by including it in any advertising in the 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.
- ix. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

- x. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
- xi. Validate all tests and other selection requirements where there is an obligation to do so under 42 CFR part 60-3.
- xii. 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.
- xiii. 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 the EEO policy and the Contractor's obligations under these specifications are being carried out.
- xiv. Ensure that all facilities and company activities are not segregated except for separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- xv. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- xvi. Conduct a review at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (3a 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 3a 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 work force participation, makes a good faith effort to meet its individual goals and time- tables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.

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

j. 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.

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

l. 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.

m. 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 3 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.

n. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records, Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (*e.g., mechanic, apprentice trainee 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.

o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (*e.g., those under the*

Public Works Employment Act of 1977 and the Community Development Block Grant Program).

202. SECTION 503 OF THE REHABILITATION ACT OF 1973 (if \$2,500 or Over)
Affirmative Action for Workers with Disabilities

a. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based upon their physical or mental disability in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

d. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment individuals with disabilities.

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

203. SECTION 402 VETERANS OF THE VIETNAM ERA (if \$10,000 or Over)
Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

a. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified.

The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

c. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

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

officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.

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

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

g. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

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

i. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

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

k. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rule, regulation, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or purchase order as- the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

204. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to

discrimination under any program or activity funded in whole or in part with funds made available under this title.

**205. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING,
EMPLOYMENT AND BUSINESS OPPORTUNITIES**

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

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other-impediment that would prevent them from complying with the part 135 regulations.

c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (a) after the contractor is selected but before the contract is executed, and (b) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian self-determination and Education Assistance Act (25 U.S.C. 450 [e]) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

206. NONSEGREGATED FACILITIES

The contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The contractor covenants that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Contractor agrees that prior to award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, that he will retain such certifications in his files.

207. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

a. No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contractor to any benefit to arise from same: Provided, that the foregoing provision of this section shall not be construed to extend to this Contract if made with a corporation for its general benefit.

b. No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contractor will include the provisions of paragraphs (1) and (2) in every Subcontract so that such provisions will be binding upon each Subcontractor.

208. COMPLIANCE WITH AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq., and the regulations of the Environmental Protection Agency with respect thereto the Contractor agrees that:

a. Any facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.

b. He will comply with all requirements of Section 114 of the Clean Air Act as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1251) relating to inspection monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations & guidelines issued thereunder.

c. He will promptly notify the owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.

d. He will include or cause to be included the provisions of paragraphs (1) through (4) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

SPECIAL CONDITIONS

PART II

(Federal Labor Standards Provisions: HUD-4010)

301. APPLICABILITY

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

302. MINIMUM WAGE RATES FOR LABORERS AND MECHANICS

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency or Public Body for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section I (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 Section 5.5 (a) (1)(iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

303. UNDERPAYMENTS OF WAGES OR SALARIES

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency or Public Body in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Local Public Agency or Public Body may consider necessary to pay such laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Local Public Agency or Public Body, for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers or mechanics to whom

the same is due or on their behalf to funds/or programs for any type of fringe benefit prescribed in the applicable wage determination.

304. ANTICIPATED COSTS OF FRINGE BENEFITS

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of 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. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Local Public Agency or Public Body with the first payroll filed by the Contractor subsequent to receipt of the findings.

305. OVERTIME COMPENSATION REQUIRED BY CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (76 State. 367-360: Tide 40 U.S.C., Sections 327-332)

a. Overtime Requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week, as the case may be.

b. Violation: Liability for Unpaid Wages Liquidated Damages. In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph (a), in the sum of \$10 for each calendar day on which such employee 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 paragraph (a).

c. Withholding for Liquidated Damages. The Local Public Agency or Public Body shall withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).

d. *Subcontracts.* The Contractor shall insert in any subcontracts the clauses set forth in paragraphs (a), (b), and (c) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

306. APPRENTICES AND TRAINEES

a. *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in paragraph 2, below, or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate *ratios and* wage rates (expressed in percentages of the journeymen hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

b. *Trainees.* Except as provided in 29 CFR 5.15 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, Manpower Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor, or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of

Apprenticeship and Training 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.

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

307. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

308. REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT"

The Contractor shall comply with the applicable regulations (a copy of which is attached and herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862 Title U.S.C., Section 874; and Title 40 U.S.C., Section 276c), and any amendment or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractor thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerance, and exemptions from the requirements thereof.

309. EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN AFORESAID WAGE DETERMINATION DECISION

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the Local Public Agency or Public Body, and a report of the action taken shall be submitted by the Local Public Agency or Public Body, through the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Local Public Agency or Public Body shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

310. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

The Local Public Agency or Public Body shall require, 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 wage rate and the Contractor is

obligated to pay cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the fringe benefit, the question, accompanied by the recommendation of the Local Public Agency or Public Body, shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for determination.

311. POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS

The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labor with respect to the various classification of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.

312. 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.

313. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Local Public Agency or Public Body for referral by the latter through the Secretary of Housing and Urban Development to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

314. QUESTIONS CONCERNING FEDERAL STATUTES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the aforesaid Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

315. PAYROLLS AND BASIC PAYROLL RECORDS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with the instructions to be furnished by the Local Public Agency or Public Body. The Contractor shall submit weekly to the Local Public Agency or Public Body one copy of all certified payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of 3 years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1(b) (2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5(a) (iv) of Title 29, Code of Federal Regulations, 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 or subcontractor 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 costs incurred in providing such benefits. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the Local Public Agency or Public Body, and the United States Department of Labor. Such representatives shall be permitted to interview employees of the contractor or of any subcontractor during working hours on the job.

316. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

The transporting of materials and supplies to or from the site of the Project or Program to which this Contract pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Program to which this Contract pertains by persons employed by the Contractor or by any subcontractor shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor Standards Provisions are applicable.

317. INELIGIBLE SUBCONTRACTORS

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Local Public Agency's or Public Body's prior written approval of the subcontractor. The Local Public Agency or Public Body will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor or the Secretary of Housing and Urban Development, to receive an award of such subcontract.

318. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with these Federal Labor Standards Provisions and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

319. BREACH OF FOREGOING FEDERAL LABOR STANDARDS PROVISIONS

In addition to the causes for termination of this Contract as herein elsewhere set forth, the Local Public Agency or Public Body reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

City of LeRoy

MINORITY BUSINESS ENTERPRISE (MBE) PLAN

PREFACE

This Plan has been prepared to the requirements of the Illinois Department of Commerce and Community Affairs (DCCA) for providing full opportunity to the state's minority- and women-owned businesses to participate in financial assistance programs made possible by the Department. This Plan endeavors to embody the spirit of the various federal executive orders, laws and regulations and management circulars that set forth goals and principles regarding equal employment opportunity and participation in federally assisted projects.

SECTION I

A. Premise

The City has received financial assistance from DCCA for a community development project. The grant is an allocation from funds received by the state and distributed under the Community Development Assistance Program (CDAP), which is funded by the U. S. Department of Housing and Urban Development (HUD) as authorized by the Housing and Community Development Act of 1974, as amended. The program is subject to Title VI of the Civil Rights Act of 1964, Executive Orders 11625 and 11246 and OMB A-87. It is the goal of DCCA to expand participation of minority- and women-owned businesses in grant projects its CDAP grantees are undertaking. Beyond the listed federal equal employment opportunity (EEO) provisions, the state has phased in requirements that will establish actual affirmative action steps through locally adopted plans and policies. Published guidelines for promoting MBE participation in CDAP projects provide the basis for this Plan.

B. Purpose and Scope

An MBE Plan is intended to establish goals and procedures for the CDAP grantee to follow in its efforts to provide equal procurement and contracting opportunities. Specific steps are outlined in this Plan that, when followed, will provide genuine affirmative action in bidding and contracting procedures for CDAP projects. The Plan will have been enacted by the governing body, thereby giving the Plan the status as official municipal policy. Unless modified by operation of law, the Plan will apply to all CDAP or other grant-funded projects in which equal employment compliance is the locality's responsibility. The Plan will not apply to any grant or loan program in which the responsibility for equal employment opportunity compliance belongs to the state or federal agency providing the financial assistance. This Plan will apply to construction contracts and subcontracts in excess of \$10,000 in value and the procurement of goods and services in excess of \$10,000 to which competitive bidding procedures apply.

SECTION II

A. Goals

It is the community's goal to provide opportunities to minority- and women-owned businesses

to participate in its grant and/or loan projects by actively seeking their involvement. This effort will be undertaken to the maximum extent feasible and will reflect both the community's minority population percentage and the availability of qualified firms in the immediate metropolitan areas. It is not the goal of the community to give preferential treatment to minority businesses in the competitive bidding process, but it is the goal to provide assistance where possible for such a firm to compete fairly in the bidding and contracting process.

B. Procedures

The following procedures as individually deemed appropriate on a case-by-case basis shall govern contracts and purchases that exceed \$10,000 in value and to which competitive bidding procedures apply and which fall under the jurisdiction of this Plan. At a minimum, procedure numbers 3, 6, 7d and 8 shall be implemented. The procedures are:

1. The contracts will be broken down into small parts where economically feasible and when such a measure proves to be more cost-effective approach;
2. Prorated payment and delivery schedules will be established in order to minimize cash flow problems faced by the firm;
3. Providing firms with the opportunity to obtain information concerning the reasons their bids were unsuccessful and an opportunity to review the successful bid;
4. Working closely with financial institutions, insurance and bonding companies and prime contractors in an effort to alleviate financial barriers for participation by MBEs (e.g. encouraging prime contractors to provide bonding for their subcontractors and allowing the utilization of stage bonding, that which is carried over from one project to another);
5. Place all bid notices in major newspapers, trade association publications and MBE-focused media and include appropriate MBEs on the mailing lists for bid notifications;
6. Provide prime contractors with a list of MBEs apparently possessing the capability to subcontract, if such a list is requested by the contractor;
7. Require the prime contractor document the steps it has taken to obtain MBE participation, including such actions as:
 - a. Notifying MBEs that their interest in the contract is being solicited;
 - b. Selecting portions of the work where feasible to be performed by MBEs in order to increase the likelihood of their participation;
 - c. Providing names, addresses and telephone numbers of MBEs contacted, if a list has been provided the contractors;
 - d. Publishing subcontracting opportunity notices in the Bloomington Pantagraph and other customary media that announces the availability of subcontracts to MBEs.
8. Provide technical assistance to MBEs in the completion of certifications and other forms contained in the bid/contract package.

SECTION II

C. Adoption

This Plan was adopted by the City Council this _____ day of _____, 1998.
The adopting resolution is attached hereto.

Section 3 Plan Format

_____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower-income residents and businesses within the City of LeRoy.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the locality the necessary number of lower-income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U. S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- *D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- *E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area businesses concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

**Loans, grants, contracts and subsidies for less than \$100,000 are exempt*

Section 3 Plan (cont'd)

- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- J. To list on Table A, information related to subcontracts.
- K. To list on Table B, all projected work force breakdown needs for all phases of this project by occupation, trade, skill level and number of positions.
- L. To submit reports on efforts taken as required.

As officers and representatives of _____
(Name of Contractor)

We the undersigned have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Signature

Title

Date

Signature

Title

Date

PROPOSED SUBCONTRACTS BREAKDOWN TABLE A

FOR THE PERIOD COVERING 9/1, 1998 through 12/1, 1998

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
TYPE OF CONTRACT (BUSINESS OR PROFESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NO. OF CONTRACTS TO PROJECT AREA BUSINESS	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESSES
Electrical	One (1)	3,232.00	None	None
Mechanical	One (1)	10,450.00	None	None
Painting	One (1)	1,880.00	None	None
General	One (1)	25,338.00	None	None
Total		40,900.00		

The Project Area is coextensive with the City of LeRoy's boundaries.

Felmley-Dickerson Co.
 Company
City/Town Hall/Water Tower Place
 Architectural Barriers Removal
 Project Name



EEO Officer (Signature)
 John B. Meek

97-24610
 Project Number

August 24, 1998
 Date

CONTRACTOR

ESTIMATED PROJECT WORKFORCE BREAKDOWN TABLE B

COLUMN 1 COLUMN 2 COLUMN 3 COLUMN 4 COLUMN 5

JOB CATEGORY	TOTAL ESTIMATED POSITIONS	NUMBER POSITIONS BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH L.I.P.A.R.*
PROFESSIONALS	1	1	0	0
TECHNICIANS	0			
HOUSING SALES/RENTAL MANAGEMENT	0	0	0	0
OFFICE, CLERICAL	0	0	0	0
SERVICE WORKERS	0	0	0	0
OTHERS	0	0	0	0
TRADE:				
Electricians	2	2	0	0
JOURNEYMAN	2	2	0	0
HELPERS	0	0	0	0
APPRENTICES	0	0	0	0
MAXIMUM NO. TRAINEES	0	0	0	0
OTHERS	0	0	0	0
TRADE:				
Plumbers	2	2	0	0
JOURNEYMAN	2	2	0	0
HELPERS	0	0	0	0
APPRENTICES	0	0	0	0
MAXIMUM NO. TRAINEES	0	0	0	0
OTHERS	0	0	0	0
TRADE:				
Painters	2	2	0	0
JOURNEYMAN	2	2	0	0
HELPERS	0	0	0	0
APPRENTICES	0	0	0	0
MAXIMUM NO. TRAINEES	0	0	0	0
OTHERS	0	0	0	0
TOTALS: Forward	7	7	0	0

* LOWER INCOME PROJECT AREA RESIDENTS INDIVIDUALS RESIDING WITHIN THE CITY OF LeRoy WHOSE FAMILY INCOME DOES NOT EXCEED 80% OF THE MEDIAN INCOME IN THE AREA

Felmley-Dickerson Co.
COMPANY

CONTRACTOR

ESTIMATED PROJECT WORKFORCE BREAKDOWN TABLE B

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATED POSITIONS	NUMBER POSITIONS BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH L.I.P.A.R.*
Forward	7	7	0	0
PROFESSIONALS	/	/		
TECHNICIANS	/	/		
HOUSING SALES/RENTAL	/	/		
MANAGEMENT				
OFFICE, CLERICAL	/	/		
SERVICE WORKERS	/	/		
OTHERS	/	/		
TRADE:				
Carpenters	3	3	0	0
JOURNEYMAN	2	2	0	0
HELPERS	0	0	0	0
APPRENTICES	1	1	0	0
MAXIMUM NO. TRAINEES	0	0	0	0
OTHERS	0	0	0	0
TRADE:				
Laborers	3	3	0	0
JOURNEYMAN	3	3	0	0
HELPERS	0	0	0	0
APPRENTICES	0	0	0	0
MAXIMUM NO. TRAINEES	0	0	0	0
OTHERS	0	0	0	0
TRADE:				
Cement Finishers	2	2	0	0
JOURNEYMAN	2	2	0	0
HELPERS	0	0	0	0
APPRENTICES	0	0	0	0
MAXIMUM NO. TRAINEES	0	0	0	0
OTHERS	0	0	0	0
TOTALS: Forward	15	15	0	0

* LOWER INCOME PROJECT AREA RESIDENT'S INDIVIDUALS RESIDING WITHIN THE CITY OF LeRoy WHOSE FAMILY INCOME DOES NOT EXCEED 80% OF THE MEDIAN INCOME IN THE AREA

Felmley-Dickerson Co.
COMPANY

CONTRACTOR

ESTIMATED PROJECT WORKFORCE BREAKDOWN TABLE B

COLUMN 1 COLUMN 2 COLUMN 3 COLUMN 4 COLUMN 5

JOB CATEGORY	TOTAL ESTIMATED POSITIONS	NUMBER POSITIONS BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH L.I.P.A.R.*
Forward	15	15	0	0
PROFESSIONALS	/	/	/	/
TECHNICIANS	/	/	/	/
HOUSING SALES/RENTAL MANAGEMENT	/	/	/	/
OFFICE, CLERICAL	/	/	/	/
SERVICE WORKERS	/	/	/	/
OTHERS	/	/	/	/
TRADE:				
Iron Worker	1	1	0	0
JOURNEYMAN	1	1	0	0
HELPERS	0	0	0	0
APPRENTICES	0	0	0	0
MAXIMUM NO. TRAINEES	0	0	0	0
OTHERS	0	0	0	0
TRADE:				
JOURNEYMAN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				
TRADE:				
JOURNEYMAN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				
TOTALS:	16	16	0	0

* LOWER INCOME PROJECT AREA RESIDENTS INDIVIDUALS RESIDING WITHIN THE CITY OF LeRoy WHOSE FAMILY INCOME DOES NOT EXCEED 80% OF THE MEDIAN INCOME IN THE AREA

Felmley-Dickerson Co.

 COMPANY

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and, if so, whether it has failed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven days after bid opening. No contract shall be awarded unless such report is submitted.

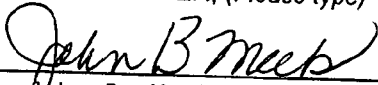
CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (include Zip Code)

Felmley-Dickerson Co.
803 E. Lafayette St.
Bloomington, IL 61701

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
 Yes No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No
3. Bidder has filed all compliance reports due under applicable instructions.
 Yes No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

NAME AND TITLE OF SIGNER, (Please type)


SIGNATURE John B. Meek, President

August 17, 1998
DATE

Replaces Form HUD-1238, CD-1, which is Obsolete

HUD-950.1 (11/78)

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT ASSISTANCE PROGRAM

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

TO: (Appropriate Recipient)

City of LeRoy

c/o

Robert Rice, Mayor

Date August 24, 1998

Project Number (if any)

97-24610

Project Name City/Town Hall/Water Tower
Place Architectural Barriers Removal

1. The undersigned, having executed a contract with the City of LeRoy for the construction of the above-described 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 certifies that:

- (a) Neither he nor any firm, partnership or association in which he has 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 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 any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

He certifies that:

- (a) The legal name and the business address of the undersigned are:

Felmley-Dickerson Co.
803 E. Lafayette St.
Bloomington, IL 61701

- (b) The undersigned is:

- A SINGLE PROPRIETORSHIP A CORPORATION ORGANIZED IN THE STATE OF Delaware
 A PARTNERSHIP OTHER ORGANIZATION

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

NAME	TITLE	ADDRESS
James B. Meek	COB	803 E. Lafayette St., Bloomington, IL
John B. Meek	President	803 E. Lafayette St., Bloomington, IL
David J. Steffen	Secretary/Treasurer	803 E. Lafayette St., Bloomington, IL
Bruce E. Semlow	Vice President	803 E. Lafayette St., Bloomington, IL

HUD-1421 (6-75)

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

NAME	ADDRESS	NATURE OF INTEREST
Suzanne M. Aldridge,	2505 Rolling Acres, Champaign, IL 61821	Stockholder
Patricia M. Hess,	265 Churchill, Clarendon Hills, IL 60514	Stockholder

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

NAME	ADDRESS	TRADE CLASSIFICATION
None		

Felmley-Dickerson Co.
(Contractor)

Date August 24, 1998

By: John B. Meek
John B. Meek, President

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."

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Illinois)

County of McLean) ss.

John B. Meek, being first duly sworn, deposes and says that:

(1) He is President of Felmley-Dickerson Co., the Bidder who has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or any of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of LeRoy or any other person interested in the proposed Contract; and

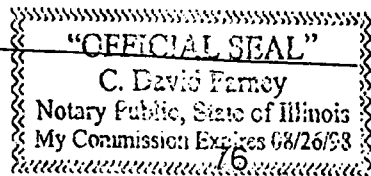
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this Affiant.

John B. Meek
(Signed)
John B. Meek, President
(Name & Title)

Subscribed and sworn to before me
this 17th day of August 19 98

[Signature]
(Notary Public)

My commission expires _____



COMMUNITY DEVELOPMENT ASSISTANCE PROGRAM

Grantee: City of LeRoy Grant No.: 97-24610

SECTION 3 BUSINESS SELF CERTIFICATION

A. Basis for Self-Certification

The _____, located at _____ hereby certifies that it is a Section 3 business, as defined by HUD, on the basis of the following:

(check all applicable)

- 1) _____ 51% or more ownership by Section 3 residents:
- 2) _____ At least 30% of the current permanent, full-time employees are Section 3 residents or were Section 3 residents at the time they were hired (within the past three years);
- 3) _____ Is committed to subcontracting more than 25% of the total dollars awarded by _____ to business concerns that meet the qualification indicated in 1) or 2), above.

B. Certifications

I, the undersigned, hereby certify that:

- 1) I have the legal authority to make these certifications on behalf of _____:
(Name of Business)
- 2) Documentation exists to verify the basis for the Self-Certification indicated in A, above;
- 3) This documentation will be made available to the grantee, the Illinois Department of Commerce and Community Affairs, HUD or its designated representatives, during normal business hours, upon request.
- 4) This documentation will be maintained for at least five years after completion of the requirements of the contract provided by the grantee;
- 5) The information provided in A, above, is true and accurate to the best of my knowledge; and
- 6) I am aware that both I and the business identified above are liable to civil and criminal penalties for willful falsification of any of the information provided in this document.

Racial/Ethnic Information:

- White American Black American Native American Hispanic American
 Asian Pacific American Hasidic Jew

Signature

Date

Printed Name

COMMUNITY DEVELOPMENT ASSISTANCE PROGRAM

Section 3 Notice of Contracting Opportunities

Grantee City of LeRoy	Prime Contractor
Location of Work LeRoy, McLean County, Illinois	Contact Person
Scope of Work City/Town Hall/Water Tower Place Architectural Barriers Removal	
Estimated Start Date	Estimated Completion Date
Special Requirements	

**Certificate of Publication in
THE PANTAGRAPH**

STATE OF ILLINOIS
COUNTY OF McLEAN
CITY OF BLOOMINGTON — ss.

CHRONICLE PUBLISHING CO., INC.,
hereby certifies that it is now and has been
for more than one year last past contin-
uously, d/b/a THE PANTAGRAPH, A
Daily secular newspaper of general circula-
tion in said County, printed and published
in the City, County and State aforesaid, and
further certifies that said newspaper has
been continuously published at regular
intervals of more than once each week with
more than a minimum of fifty issues per
year for more than one year prior to the
first publication of the notice, and further
certifies that THE PANTAGRAPH is a
newspaper as defined by the Statutes of the
State of Illinois in such cases made and
provided, and further hereby certifies that a
notice of which the annexed notice is a true
copy, has been regularly published in said
paper once time _____

for 100 successive days
The first publication on the 21st
day of August 1998
and the last publication on the 22nd
day of August 1998

IN WITNESS WHEREOF, THE SAID
CHRONICLE PUBLISHING CO., INC.,
d/b/a THE PANTAGRAPH has caused its
name to be hereunto signed by its
Publisher, Financial Director, Accounting
Manager on this 22 day of August
1998

CHRONICLE PUBLISHING CO., INC.
d/b/a THE PANTAGRAPH

By Frances E. Barth
Its Accounting Manager

Printer's Fee \$ 120.00

Paid _____ 19____

ad Number _____

**NOTICE TO MINORITY AND
WOMEN-OWNED BUSINESSES**

Felmley-Dickerson Co., 803 E.
Lafayette St., Bloomington, IL
61701, is seeking bids from
qualified Minority and
Women-Owned business for
the City of LeRoy's City/Town
Hall/Water Tower/Place Archi-
tectural Barriers Removal Pro-
ject. Subcontracting opportuni-
ties are available for the various
divisions of General Work. All
interested and qualified Minor-
ity and Women-Owned busi-
nesses should contact John B.
Meek, P.O. Box 100, Felmley-Dickerson
Co. IN WRITING by Certified
mail. Return Receipt Re-
quested to discuss subcon-
tracting opportunities. Propos-
als will be evaluated uniformly
and objectively with subcon-
tracts being awarded to the
lowest responsible bidder con-
sidered to be appropriately
qualified by the Prime Con-
tractor. All subcontractors must
be prepared to certify that the
firm and the principals qualify
as meeting one of the above
referenced groups and that
they have not been deter-
mined to be ineligible to per-
form work under a federally
assisted or federal construction
contract for any reason.
Subcontracts are expected to
have been awarded by the bid
opening date of August 17,
1998.
Felmley-Dickerson Co. is an
Equal Opportunity Employer.

NOTICE TO MINORITY- AND WOMEN-OWNED BUSINESSES

(name of contractor/bidder), _____
(street address), _____
(City, state, zip code), is seeking bids from qualified minority- and women-owned businesses for the City of LeRoy's City/Town Hall/Water Tower Place Architectural Barriers Removal Project. Subcontracting opportunities are available for the classifications of: _____ and _____. All interested and qualified minority- and women-owned businesses should contact _____ (contractor's EEO officer), of _____ (contractor's name), IN WRITING by certified mail, return receipt requested, to discuss subcontracting opportunities. Proposals will be evaluated uniformly and objectively with subcontracts being awarded to the lowest, responsible bidder considered to be appropriately qualified by the prime contractor. All subcontractors must be prepared to certify that the firm and the principals qualify as meeting one of the above-referenced groups and that they have not been determined to be ineligible to perform work under a federally assisted or federal construction contract for any reason. Subcontracts are expected to have been awarded by the bid opening date of _____, 1998.

_____ (name of contractor/bidder) is an equal opportunity employer.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and

Cooperative Agreements

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard FORM-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers* (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

City of LeRoy
GRANTEE/Contracting Organization

97-24610
CDAP GRANT #

TYPED/PRINTED Name of Certifying Official

(SIGNATURE)

(DATE)

*Note: In these instances, 'All,' in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

BIDDER'S SUBCONTRACTING CERTIFICATION

To: (Contracting Agency)
City of LeRoy

Date:

Project No.: 97-24610

c/o:
Robert Rice, Mayor

Project Name: City/Town Hall/Water Tower
Place Architectural Barriers Removal

Bidder/prime contractor:

a. Name: _____

b. Address: _____

c. City, Zip Code: _____

1. By virtue of my signature below, I, _____, am certifying that I have the authority to represent the firm name above; and

2. That, as the prime contractor for this project, the firm named herein will not be awarding any subcontracts for construction work to be performed on this project. The term subcontract does not include the procurement of materials and supplies for the public facility to be constructed or professional services associated herewith.

3. CERTIFIED:

a. Name: _____
Authorized Company Official Title/Position

b. By: _____
Signature

**CERTIFICATION OF SUBCONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES**

Name of Prime Contractor

City/Town Hall/Water Tower Place
Architectural Barriers Removal,
CDAP Grant No. 97-24610
Project Name & Number

The undersigned hereby certifies that

- (a) Section 3 provisions are included in the Contract
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings if the subcontract is for \$100,000 or more;
- (c) No segregated facilities will be maintained, as required by Title IV of the Civil Rights Act of 1964.

Name of Subcontractor

Name & Title of Signer (*Print or Type*)

Signature

Date

SUBCONTRACTOR

Section 3 Plan Format

_____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower-income residents and businesses within the City of LeRoy.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the locality the necessary number of lower-income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U. S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- *D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- *E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area businesses concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

**Loans, grants, contracts and subsidies for less than \$100,000 are exempt*

Section 3 Plan (cont'd)

- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- J. To list on Table A, if the bidder or prime contractor, information related to subcontracts.
- K. To list on Table B, all projected work force breakdown needs for all phases of this project by occupation, trade, skill level and number of positions.
- L. To submit reports on efforts taken as required.

As officers and representatives of

(Name of Subcontractor)

We the undersigned have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Signature

Title

Date

Signature

Title

Date

SUBCONTRACTOR

ESTIMATED PROJECT WORKFORCE BREAKDOWN TABLE B

COLUMN 1 COLUMN 2 COLUMN 3 COLUMN 4 COLUMN 5

JOB CATEGORY	TOTAL ESTIMATED POSITIONS	NUMBER POSITIONS BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH L.I.P.A.R.*
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/RENTAL MANAGEMENT				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				
TRADE:				
JOURNEYMAN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				
TRADE:				
JOURNEYMAN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				
TRADE:				
JOURNEYMAN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				
TOTALS:				

* LOWER INCOME PROJECT AREA RESIDENTS
 INDIVIDUALS RESIDING WITHIN THE CITY OF
 LeRoy WHOSE FAMILY
 INCOME DOES NOT EXCEED 80% OF THE MEDIAN
 INCOME IN THE AREA

_____ COMPANY

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and, if so, whether it has failed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven days after bid opening. No contract shall be awarded unless such report is submitted.

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR *(include Zip Code)*

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
 Yes No

2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

NAME AND TITLE OF SIGNER, *(Please type)*

SIGNATURE

DATE

Replaces Form HUD-1238,CD-1, which is Obsolete

HUD-950.2 (11/78)

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT ASSISTANCE PROGRAM

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

TO: *(Appropriate Recipient)*

City of LeRoy

c/o

Robert Rice, Mayor

Date

Project Number *(if any)*

97-24610

Project Name City/Town Hall/Water Tower
Place Architectural Barriers Removal

The undersigned, having executed a contract with

_____ *(CONTRACTOR OR SUBCONTRACTOR)*

for

_____ *(NATURE OF WORK)*

_____ in the amount of \$ _____ in the construction of the
of the above-described project, acknowledges that:

- (a) The Labor Standards provisions of the Contract are included in the aforesaid contract;
- (b) Neither he nor any firm, partnership or association in which he has 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 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 any of the aforesaid regulatory or statutory provisions.

2. He agrees to obtain and forward to the aforementioned 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.

The workmen will report for duty on or about _____ *(Date)*

He certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

A SINGLE PROPRIETORSHIP

A CORPORATION ORGANIZED

A PARTNERSHIP

OTHER ORGANIZATION

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

NAME

TITLE

U.S. O
knowing

NONCOLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)

County of _____) ss.

_____, being first duly sworn, deposes and says that:

(1) He is _____ of _____ hereinafter referred to as the "subcontractor";

(2) He is fully informed respecting the preparation and contents of the subcontractor's Proposal submitted by the subcontractor to _____, the Contractor for certain work in connection with the _____ Contract pertaining to the Project in the City of LeRoy;

(3) Such subcontractor's proposal is genuine and is not a collusive or sham proposal;

(4) Neither the said subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with the Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner with any other Bidder, firm or person to fix the price or prices in said subcontractor's Proposal or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of LeRoy or any person interested in the proposed Contract; and

(5) The price or prices quoted in the subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this Affiant.

(Signed) _____

(Title)

Subscribed and sworn to before me
this ____ day of _____ 19 ____.

(Notary Public)

My commission expires _____

CITY OF LEROY

FEDERAL PREVAILING WAGE RATES CDAP GRANT #97-24610

IL980001, MODIFICATION 7 - 8/7/98
IL980013, MODIFICATION 6 - 8/7/98

CITY OF LEROY
CDAP Grant No. 97-24610

General Decision Number IL980001

Superseded General Decision No. IL970001

State: Illinois

Construction Type:

BUILDING

County(ies):

ADAMS	JO DAVIESS	OGLE
BOND	KNOX	PIKE
BOONE	LA SALLE	PUTNAM
BROWN	LEE	RANDOLPH
BUREAU	LIVINGSTON	ROCK ISLAND
CALHOUN	LOGAN	SCHUYLER
CARROLL	MACOUPIN	SCOTT
CASS	MARSHALL	STARK
CLINTON	MASON	STEPHENSON
DE KALB	MCDONOUGH	WARREN
FULTON	<u>MCLEAN</u>	WASHINGTON
GREENE	MENARD	WHITESIDE
HANCOCK	MERCER	WINNEBAGO
HENDERSON	MONROE	WOODFORD
HENRY	MONTGOMERY	
JERSEY	MORGAN	

BUILDING PROJECTS (does not include single-family homes and apartments up to and including four stories, and also does not include landscape projects for BOONE and DEKALB COUNTIES).

Modification Number	Publication Date
0	02/13/1998
1	02/20/1998
2	03/13/1998
3	04/03/1998
4	05/22/1998
5	06/19/1998
6	07/06/1998
7	08/07/1998

NOTE: See Decision IL980013 for the cement mason rate. Pages 5, 6, 9, 10, 12 through 20, 23, 24 26 through 33, 35 through 47, 49, 50, 52, 54, 56, 57 and 59 are deleted. They are not applicable to this contract.

COUNTY(ies):

ADAMS	JO DAVIESS	OGLE
BOND	KNOX	PIKE
BOONE	LA SALLE	PUTNAM
BROWN	LEE	RANDOLPH
BUREAU	LIVINGSTON	ROCK ISLAND
CALHOUN	LOGAN	SCHUYLER
CARROLL	MACOUPIN	SCOTT
CASS	MARSHALL	STARK
CLINTON	MASON	STEPHENSON
DE KALB	MCDONOUGH	WARREN
FULTON	MCLEAN	WASHINGTON
GREENE	MENARD	WHITESIDE
HANCOCK	MERCER	WINNEBAGO
HENDERSON	MONROE	WOODFORD
HENRY	MONTGOMERY	
JERSEY	MORGAN	

ASBE0017H 06/01/1998

	Rates	Fringes
BUREAU, DE KALB, LA SALLE, LEE, LIVINGSTON, MC LEAN, MARSHALL, PUTNAM, STARK, & WOODFORD COUNTIES		

ASBESTOS WORKERS/INSULATORS

Includes the application of all
insulating materials, protective
coverings, coatings, and finishes
to all types of mechanical systems

26.40	11.14
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HAZARDOUS MATERIAL HANDLER

Includes preparation, wetting,
stripping, removal, scrapping,
vacuuming, bagging and disposing
of all insulation materials from
mechanical systems, whether they
contain asbestos or not

12.43	7.44
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ASBE0019C 06/01/1998

	Rates	Fringes
BOONE OGLE STEPHENSON & WINNEBAGO COUNTIES:		

INSULATORS/ASBESTOS WORKERS

Includes the application of all
insulating materials, protective
coverings, coatings, and finishes
to all types of mechanical systems

24.42	8.06
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ASBE0081C 07/01/1994

	Rates	Fringes
CARROLL, HANCOCK, HENDERSON, HENRY, JO DAVIESS, KNOX, MC DONOUGH,		

MERCER, ROCK ISLAND, WARREN, & WHITESIDE COUNTIES

ASBESTOS WORKERS/INSULATORS

Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems

	18.26	3.50
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BOIL0001D 07/01/1997

	Rates	Fringes
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BOONE, DE KALB, & WINNEBAGO COUNTIES

BOILERMAKERS	27.16	4.81+14%
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BOIL0060A 09/01/1997

	Rates	Fringes
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BUREAU, CARROLL, FULTON, HANCOCK, HENDERSON, HENRY, JO DAVIESS, KNOX, LA SALLE, LEE, LIVINGSTON, LOGAN, MC DONOUGH, MC LEAN, MARSHALL, MASON, MERCER, OGLE, PUTNAM, ROCK ISLAND, SCHUYLER, STARK, STEPHENSON, WARREN, WHITESIDE, & WOODFORD COUNTIES

<u>BOILERMAKERS</u>	<u>22.70</u>	<u>8.36</u>
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BOIL0363C 09/02/1997

	Rates	Fringes
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ADAMS, BOND, BROWN, CALHOUN, CASS, CLINTON, GREENE, JERSEY, MACOUPIN, MENARD, MONROE, MONTGOMERY, MORGAN, PIKE, RANDOLPH, & WASHINGTON COUNTIES

BOILERMAKERS	22.59	9.21+3%
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BRIL0002A 08/01/1997

	Rates	Fringes
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BOND, CALHOUN, CLINTON, JERSEY, MACOUPIN (STAUNTON & MT. OLIVE), MONTGOMERY, MONROE, & WASHINGTON COUNTIES

BRICKLAYERS	23.67	6.85
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BRIL0003A 05/01/1997

	Rates	Fringes
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FULTON, HENDERSON, KNOX, MARSHALL, WARREN, & WOODFORD COUNTIES

BRICKLAYERS	20.83	6.67
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BRIL0004D 05/01/1997

	Rates	Fringes
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MENARD COUNTY

BRICKLAYERS, CAULKERS, CLEANERS, POINTERS, & STONEMASONS	21.52	5.05
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BRIL0005A 05/01/1997

ADAMS, BROWN, CASS, GREENE, HANCOCK, MACOUPIN (Except Staunton & Mt. Olive), MORGAN, MCDONOUGH, PIKE, SCHUYLER, & SCOTT
COUNTIES

BRICKLAYERS, MARBLE, TERRAZZO
WORKERS & TILE LAYERS

Rates	Fringes
19.44	5.50

BRIL0007A 05/01/1998

MERCER & ROCK ISLAND COUNTIES

BRICKLAYERS, CAULKERS, CLEANERS,
POINTERS & STONEMASONS

Rates	Fringes
19.21	6.60

BRIL0009A 06/01/1997

LA SALLE (Streator & vicinity) COUNTY:

BRICKLAYERS, POINTERS, CAULKERS,
PLASTERERS & STONEMASONS

Rates	Fringes
22.46	5.97

BRIL0010A 10/01/1994

LA SALLE (Seneca, Marseilles, Mendota, Ottawa, & Oglesby) COUNTY:

BRICKLAYERS, CLEANERS, PLASTERERS,
POINTERS & STONEMASONS

Rates	Fringes
20.17	5.60

BRIL0011A 06/01/1997

LA SALLE (La Salle, Peru & vicinity) COUNTY:

BRICKLAYERS, CLEANERS, POINTERS,
PLASTERERS & STONEMASONS

Rates	Fringes
22.46	5.97

BRIL0019B 06/01/1997

MCLEAN COUNTY

BRICKLAYERS, CAULKERS, CLEANERS,
POINTERS & STONEMASONS

Rates	Fringes
20.28	7.07

BRIL0023A 06/01/1997

HENRY & STARK COUNTIES:

Rates	Fringes
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CARP0295A 05/01/1994

	Rates	Fringes
GREENE (South of Apple Creek) COUNTY:		
CARPENTERS, LATHERS, and SOFT FLOOR LAYERS	18.39	6.17
MILLWRIGHTS	19.23	5.99
PILEDRIVERS	18.89	6.17

CARP0295F 08/01/1997

	Rates	Fringes
BOND, CALHOUN, & JERSEY COUNTIES:		
CARPENTERS, LATHERS, MILLWRIGHTS, & SOFT FLOOR LAYERS	21.41	7.34

CARP0500D 08/01/1997

	Rates	Fringes
CLINTON (EXCLUDING BROOKSIDE TWP.), MONROE, RANDOLPH, & WASHINGTON (IRVINGTON TWP.) COUNTIES:		
CARPENTERS:		
CARPENTERS, MILLWRIGHTS, PILEDRIVERS & LATHERS, SOFT FLOOR LAYERS	21.41	7.34

CARP0640A 08/01/1997

	Rates	Fringes
ALEXANDER, FRANKLIN, HARDIN, MASSAC, JACKSON, PERRY, POPE, JOHNSON, GALLATIN, PULASKI, SALINE, UNION, & WILLIAMSON COUNTIES		
CARPENTERS, MILLWRIGHTS, PILEDRIVERS & SOFT FLOOR LAYERS	19.03	7.02

DIVERS (Receive 1 1/2 times
Carpenter's rate plus fringe
benefits and \$25.00 per day for
equipment)

CARP0644B 05/01/1994

	Rates	Fringes
HANCOCK (Eastern 1/3) & MCDONOUGH COUNTIES		
CARPENTERS, LATHERS, and SOFT FLOOR LAYERS	18.37	6.94
MILLWRIGHTS	19.69	5.99
PILEDRIVERS	18.87	6.94

MCLEAN COUNTY

CARPENTERS, LATHERS, and

SOFT FLOOR LAYERS	18.51	6.94
MILLWRIGHTS	19.91	5.99
PILEDRIVERS	19.01	6.94

SCHUYLER COUNTY (North of Illinois HWY #101 to U.S. HWY# 67, South of U.S. HWY #67 1/4 mi. from this point to the Southwest corner of Fulton County)

CARPENTERS, LATHERS, and

SOFT FLOOR LAYERS	18.59	6.17
MILLWRIGHTS	19.23	5.99
PILEDRIVERS	19.09	6.17

CARP0644G 05/01/1994

	Rates	Fringes
FULTON & MASON COUNTIES:		
CARPENTERS, LATHERS, and SOFT FLOOR LAYERS	18.37	6.94
MILLWRIGHTS	19.69	5.99
PILEDRIVERS	18.87	6.94

CARP0644H 05/01/1994

	Rates	Fringes
LOGAN COUNTY:		
CARPENTERS, LATHERS & SOFT FLOOR LAYERS	18.33	6.94
MILLWRIGHTS & PILEDRIVERS	18.83	6.94

CARP0725B 05/01/1997

	Rates	Fringes
MACOUPIN (N 1/3) & MONTGOMERY (N 1/3, INCLUDING WAGGONER, STANDARD CITY, & NORTH THEREOF) COUNTIES:		
CARPENTERS	19.77	7.54
PILEDRIVERS	20.27	7.54

CARP0790A 06/01/1997

	Rates	Fringes
CARROLL, JO DAVIESS, LEE (Ashton, Franklin Grove, Amboy, Lee Center, Compton, W. Brooklin, Shaw Station Sublette, Eldena, Harmon, Nelson, & Prairieville), OGLE (Polo, Haldene, Mt. Morris), STEPHENSON & WHITESIDE (Penrose Corner) COUNTIES		
CARPENTERS, LATHERS	19.00	8.13
PILEDRIVERMAN	19.50	8.13

HENRY (Except Annawan, Burns, Cambridge, Galva, Kewanee, Weller, and Westerfield TWPS), JO DAVIESS (Savanna Ordnance Depot), MERCER (Except Ohio Grove, North Henderson, & Suez), WHITESIDE (Remainder) & ROCK ISLAND COUNTIES

ELECTRICIANS	22.00	8.20
CABLE SPLICERS	23.00	8.20

ELEC0176B 06/01/1993

BUREAU, HENRY (Anawan, Burns, Cambridge, Galva, Kewanee, Weller, and Westerfield TWPS), LA SALLE (Deer Park, Eden, La Salle, Peru, Utica, Ottawa, Seneca & Vermilion TWPS), PUTNAM (Granville, Hennepin & Senachwine TWPS) & STARK (Elmira, Goshen, Oseola, Penn, and Toulon TWPS) COUNTIES

	Rates	Fringes
ELECTRICIAN	21.90	6.70 + 3.6%
CABLE SPLICERS	22.30	6.70 + 3.6%

ELEC01760 12/01/1997

BUREAU, HENRY (Anawan, Burns, Cambridge, Calva, Kewanee, Weller, and Westerfield TWPS), LA SALLE (Deer Park, Eden, La Salle, Peru, Utica, Ottawa, Seneca, & Vermilion TWPS), PUTNAM (Granville, Hennepin, & Senachwine TWPS), & STARK (Elmira, Goshen, Oseola, Penn, and Toulon TWPS) COUNTIES:

	Rates	Fringes
CATV Installer	20.21	3%+8.17
Sound Technician	20.21	3%+8.17

ELEC0193A 06/01/1997

CASS, LOGAN; MACOUPIN (Athenville, Scottville, Girard & area North thereof), MASON (Lynchburg, Bath, Kilbourne, Crane Creek, Salt Creek & Mason TWPS), MENARD, MONTGOMERY (Bois D Arc, Pitman, & Harvel TWPS), MORGAN, SCOTT & COUNTIES

	Rates	Fringes
ELECTRICIANS:		
Wiremen	23.92	5.30+3.5%
Cable Splicers	23.92	5.30+3.5%

ELEC0197A 06/01/1998

MC LEAN (Except Anchor, Belleflower, Cropsey, Cheney Grove TWPS) & WOODFORD (Palestine, El Paso & Kansas TWPS) COUNTIES

	Rates	Fringes
ELECTRICIANS	23.95	6.05+4%

ELEC0309A 08/27/1997

BOND (Western 1/2), CLINTON (Except Huey, Hoffman, and vicinity),

similar Machines, Work Boat, Combination concrete finishing & float, Self-propelled sheep foot roller or compactor (used in conjunction with a grading spread), Asphalt Spreader Screed Operator, Apsco Spreader or similar Machine, Slusher, Forklift (over 6000 lbs. capacity or working at heights above 28 ft.), Concrete Conveyors.

GROUP 2: Asphalt Boosters; Firemen and Pump Operators at Asphalt Plants; Mud Jack, Underground Boring Machine, Concrete Finishing Machine, Form Grader with Roller on Earth, Mixers (3 Bag to 16-E) Power Operated Bull Float; Tractors without Power Attachments; Dope Pots (Agitating Motor); Dope Chop Machines; Distributors (back end); Portable Machine Fireman, Power winch on paving work, self-propelled roller or compactor (other than provided for above), Pump Operator (more than one well-point pump). Portable Crusher Operator, Trench Machine (under 40 hp) Power Subgrader (on forms) or similar machines, Forklift (6000 lb. or less cap.), Gypsum Pump, Conveyor over 20 hp., Fuller Kenyon Cement Pump or similar machines.

GROUP 3: Oilers; Mechanical Heater (other than Steam Boiler), Belt Machine, Small Outboard Motor Boats (Safety Boat & Lift Boat), Engine Driven Welding Machine & Small Tractors (used to unroll wire mesh), Water Pumps, Air Compressors, Permanent Automatic Elevators.

 ENGI0649A 05/01/1997

Rates Fringes
 BUREAU (West of RT. 26), FULTON, HANCOCK, HENDERSON, HENRY
 (Eastern 1/2), KNOX, MCDONOUGH, MCLEAN, MARSHALL, MASON, PUTNAM
 (West of Illinois River), STARK, WARREN, & WOODFORD COUNTIES

POWER EQUIPMENT OPERATORS:

GROUP 1	22.33	7.55
GROUP 2	21.60	7.55
GROUP 3	20.37	7.55

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes (Premium Rates on Crane and Derrick Booms: 5 cents per hour per foot over 90 feet including Jib, \$1.00 per hour over Scale when Crane or Derrick Boom is positioned 50 ft. or more above adjacent ground level or water level; Boom Pay and capacity pay shall not be pyramided); Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E-Dualdrum-Tri- Batches); Blacktop Plant Operators and Plant Engineers; 3-Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Draglines; Backhoe; Derrick Boats; Pile Drivers and Skig Rigs; Clamshells; Locomotive Cranes; Dredge (all types); Motor Patrol; Power Blades-Dumore-Elevating and Similar Types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-Type Back-Filler; Drott Yumbo and Similar Types Considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter;

Tournapulls - All and Similar Types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and Similar Types; Side Booms; Multiple Unit Earth Movers: .25 cents per hr., for each Scoop over one (1); Creter Crane; Trench Machine; Pumpcrete-Belt Crete-Squeeze Cretes-Screw-Type Pumps and Gypsum, Bulker & Pump-Operator will clean; Formless Finishing Machine; Flaherty Spreader or Similar Types; Screee Man on Laydown Machine; Wheel Tractors (Industrial or Farm-Type w/Dozer-Hoe-Endloader or other attachments); FWD & Similar Types; Vermeer Concrete Saw.:

GROUP 2 - Dinkeys; Power Launches; PH One-Pass Soil-Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and Similar Types; Gurries and Similar Types; 1 and 2 Drum Hoists (Buck Hoists and similar types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track-Type) without Power Unit Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Cement Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (all similar types) Self-Propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bags to 27E; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck-Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor.

GROUP 3 - Air Compressor -600 CFM and under, Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Freight Elevators, permanently installed; Water Pump(s), Light Plants, Generators, & Welding Machines.

 ENGI0965A 05/01/1998

ADAMS, BROWN, CASS, LOGAN, MENARD, MORGAN, PIKE, SCHUYLER & SCOTT
 COUNTIES

POWER EQUIPMENT OPERATORS:

	Rates	Fringes
GROUP 1	21.85	7.60
GROUP 2	19.90	7.60
GROUP 3	16.70	7.60

PREMIUM PAY-CRANES WITH BOOMS 90-149 ft. .50 per hour; 150 ft. and up .75 per hour; MULTIPLE UNIT MACHINE- 1.00 per hour; UNDERGROUND WORK- .50 per hour; UNDER AIR PRESSURE- .50 per hour; HAZARDOUS WASTE OR ASBESTOS REMOVAL PROJECTS- 1.00 per hour for Level C work; 1.50 per hour for Level B work; 2.00 per hour for Level A work; LONG BOOM ON A STATIONARY CRANE 1.00 per hour.

Level A: (highest level of respiratory, skin, and eye protection)
 Level B: (same as Level A, but a lower level of skin protection)

or similar machines; Forklift, 6000 lb or less capacity; Gypsum pump; Conveyor over 20 hp; Fuller, Kenyon Cement Pump or similar machines.

GROUP 4: Air Compressors (400 CFM or over); Drivere on Truck Cranes or Similar Machines, Light Plants, Mixers, (1 or 2 Bag) Power Batching Machine (Cement Auger or Conveyor), Boiler (Engineer of Fireman), Water Pumps, Mechanical BROOM, automatic Cement and Gravel Batch Plants (2 or 3 stop set-up); Small Rubber Tired Tractors. (Not Including Backhoes or Endloaders), Self-Pro-Propelled Curing Machine, Brush Chipper.

GROUP 5: Oiler, Mechanical Heater (other than Steam Boiler), Belt Machine, Small Outboard Motor Boats (Safety Boat & Lift Boat), Engine Driven Welding Machine & Small Tractors (used to roll or unroll wire mesh), Water pump, Air Compressor, Permanent Automatic Elevators.

IRON0046D 05/01/1998

	Rates	Fringes
ADAMS (Southeastern corner), BROWN, CASS, FULTON (Southern tip including Marbletown, Astoria & Summun TWPS), GREENE (Northern 1/2), LOGAN, MACOUPIN (Northern part), MASON (East of Rt. 136), MENARD, MONTGOMERY (Except Litchfield, Hillsboro & South thereof) MORGAN, PIKE, SCHUYLER (Eastern 1/2), & SCOTT COUNTIES		

IRONWORKERS	19.30	9.55
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IRON0111C 05/01/1998

	Rates	Fringes
CARROLL (Thompson, Savanna & vicinity), HENRY, JO DAVIESS (E. Dubuque, Galena, Hanover, & vicinity), KNOX (Galesburg and area North of the City), MERCER (except SW part), ROCK ISLAND, WARREN (includes NW part), AND WHITESIDE (Western half) COUNTIES		

IRONWORKERS	21.21	8.79
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IRON0112A 05/01/1998

	Rates	Fringes
FULTON (Except Marbletown, Astoria & Summun TWPS), KNOX (area Southeast of Galensburg), LIVINGSTON, MCDONOUGH, MCLEAN (Western 1/2), MARSHALL (SouthWestern corner), MASON (West of Rt. 136), STARK & WOODFORD COUNTIES		

IRONWORKERS	20.30	9.62
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IRON0380B 05/01/1997

	Rates	Fringes
MCLEAN COUNTY (Eastern half)		

IRONWORKERS	20.12	7.99
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GROUP 1	16.55	5.55
GROUP 2	18.05	5.55

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer, Carpenter Tender, Tool Cribman, Salamander Tender, Flagman, Form Handler, Floor Sweeper, Material Handler, Fencing Laborer, Cleaning Lumber, Unloading Explosives, Removal of trees, Wrecking Laborer, Unloading of Re-Bars, Scaffold worker, Signal Man on Crane, Handling of Materials treated with creosote, Kettle Man, Prime Mover or motorized unit used for wet concrete or Handling of building materials, Vibrator Operator, Mortar Mixer, Power Tools used under the jurisdiction of Laborers, Sand Points, Gunnite Nozzle Men, Welders, cutters, burners, & torchmen, Chain Saw Operator, Jackhammer, Drill, Air Tamping Hammerman, Paving Breakers, Concrete Saw, Concrete Burning Machine Operator, Coring Machine operator-Hod Carrier & Plasterer Tender, Caisson worker after 6 foot depth, Tunnel Miners, Mixerman, (plaster only), Pump Man

GROUP 2: Dynamite Man, Asbestos Abatement Worker (other than mechanical systems), Hazardous Waste Abatement Work

LABO0362B 05/01/1997

MCLEAN COUNTY	Rates	Fringes
LABORERS	17.80	7.58
<u>Dynamite Men; Asbestos Abatement and Hazardous Waste Removal</u>		
<u>Laborers</u>	18.80	7.58

LABO0393A 05/01/1997

LA SALLE COUNTY (Marseilles & vicinity)	Rates	Fringes
LABORERS:		
GROUP 1	18.06	6.05
GROUP 2	18.26	6.05
GROUP 3	18.46	6.05
GROUP 4	19.06	6.05

LABORERS CLASSIFICATIONS

GROUP 1: SKILLED - All classifications not listed below

GROUP 2: SEMI-SKILLED - Handling of materials treated with oil, creosote, asphalt and/or foreign material harmful to skin or clothing; Track laborers; Cement handlers; Chloride handlers; Unloading and laborers with Steel Workers and Re-bars; Concrete

Luteman; Asphalt Raker; Curb Asphalt Machine Operator; Ready mix
 scalmen, permanent, portable or temporary plant; Laborers
 handling masterplate or similar materials; Laser Beam Operator;
 Coring Machine Operator; Plasterer Tenders; Underpinning and
 Shoring of Building; Material selector when working with
 firebrick or castable materials; Fire Watch; Signalling of all
 power equipment; Tree Topper or Trimmer

GROUP 4: Dynamite man; Asbestos Abatement Worker and Hazardous
 Waste Worker

MARB0003E 05/01/1997

FULTON, HENDERSON, KNOX, MARSHALL, WARREN, & WOODFORD COUNTIES

MARBLE & TILE SETTER,
 TERRAZZO WORKERS

Rates

Fringes

20.34

6.67

MARB0004D 05/01/1997

MENARD COUNTY

Rates

Fringes

MARBLE AND TILE SETTERS
 AND TERRAZZO WORKERS

21.52

5.05

BOND, CLINTON, MONROE, RANDOLPH, & WASHINGTON COUNTIES

TERRAZZO WORKERS

22.95

2.40

BOND, MONROE, & WASHINGTON COUNTIES

TILE SETTERS

19.18

5.56

CASS, GREENE, MACOUPIN, MORGAN, SCHUYLER & SCOTT COUNTIES

MARBLE, TILE SETTERS, & TERRAZZO

18.24

4.28

HANCOCK & MCDONOUGH COUNTIES

TERRAZZO WORKERS

18.24

4.28

LOGAN & MASON COUNTIES

MARBLE, TILE SETTERS, & TERRAZZO

19.65

1.50

MCLEAN COUNTY

MARBLE, TILE SETTERS, & TERRAZZO

18.73

6.25

PAINTERS:

Brush, Roller	18.10	4.35
Spray, Taper	19.10	4.35

PAIN0030T 08/01/1997

FORD & MCLEAN COUNTIES

Rates Fringes

PAINTERS:

Brush	20.00	5.01
Structural Steel; Spray	20.50	5.01
Airless Spray; Bridges	21.00	5.01

PAIN0032B 07/01/1997

RANDOLPH COUNTY:

Rates Fringes

PAINTERS	18.10	5.03
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Epoxy or Toxic-Lead-Based Paint Work-\$1.50 Premium.

* PAIN0058A 05/01/1998

BOND, CALHOUN, CLINTON, GREENE, JERSEY, MACOUPIN, MONROE,
MONTGOMERY, PIKE, & WASHINGTON COUNTIES

Rates Fringes

PAINTERS:

Brush	20.67	5.25
Spray, Blasting, Steam Cleaning	22.67	5.25
Taper	20.92	5.25

* PAIN0090B 05/01/1998

BROWN, CASS, LOGAN, MENARD, MORGAN, & SCOTT COUNTIES

Rates Fringes

PAINTERS:

Brush, Spray, Roller and Taping	21.39	4.70
Sandblasting	22.39	4.70

PAIN0090F 06/01/1998

ADAMS COUNTY

Rates Fringes

PAINTERS:

Brush	16.45	
Sandblasting, Water Blasting, Spray & Steam Cleaning	19.45	

 PAIN0680B 07/01/1993
 LIVINGSTON COUNTY Rates Fringes

PAINTERS:
 Brush, Structural Steel 14.00

 PAIN1149A 05/01/1996
 HANCOCK & MCDONOUGH COUNTIES Rates Fringes

PAINTERS:
 Brush 21.93
 Spray 22.93
 Drywall Taper/Finisher, Wall
 Covering, Pressure Roller,
 and Sandblast 22.43

 PAIN1164B 05/01/1997
 BUREAU (Except New Bedford, Thomas, & Neponset), DE KALB
 (Southern 1/3), FULTON, LEE (Southern 1/3), LIVINGSTON (Northern
 part), MCLEAN, MARSHALL (Eastern 1/3), PUTNAM, STARK, & WOODFORD
 (Eastern corner) COUNTIES Rates Fringes

GLAZIERS 19.72 6.82

 PAIN1168A 05/01/1998
 ADAMS, BROWN, CASS, LOGAN, MACOUPIN (N. PART), MASON, MENARD,
 MONTGOMERY, MORGAN, PIKE, SCHUYLER & SCOTT COUNTIES Rates Fringes

GLAZIERS 22.85 2.61

 PAIN1355A 04/01/1997
 BOONE, DE KALB (Northern 2/3), LEE (Northeastern part), &
 WINNEBAGO COUNTIES Rates Fringes

GLAZIERS 20.72 6.83

 PLAS0012B 05/01/1997
 FULTON, MARSHALL, MASON, & WOODFORD COUNTIES Rates Fringes

CEMENT MASONS 20.91 6.61

 PLAS0012H 05/01/1997

PLASTERERS	17.30	
MORGAN & SCOTT COUNTIES		
CEMENT MASONS	14.83	2.42
PLASTERERS	15.69	2.06

PLAS0059A 05/01/1998		
CASS & MENARD COUNTIES	Rates	Fringes
PLASTERERS	20.70	8.00

PLAS0090B 08/01/1997		
BOND, CALHOUN, CLINTON (Western 1/2 including Beckemeyer), GREENE, JERSEY, MACOUPIN, MONROE, & MONTGOMERY (Excluding the towns of Coalton, Coffen, Fillmore, Nokomis, Ohlman, Wenoah, Witt) COUNTIES:	Rates	Fringes
CEMENT MASONS	21.50	8.00
PLASTERERS	21.07	8.00

PLAS0143E 05/01/1997		
LIVINGSTON COUNTY (Southern part except Pontiac)	Rates	Fringes
CEMENT MASONS	22.93	4.35

PLAS0143F 05/01/1997		
LIVINGSTON COUNTY (Southern part except Pontiac)	Rates	Fringes
PLASTERERS	22.19	4.35

PLAS0152B 05/01/1997		
LIVINGSTON (Remainder), <u>MCLEAN</u> , & WOODFORD (Eastern part except Roanoke) COUNTIES	Rates	Fringes
PLASTERERS	18.72	8.31

PLAS0152C 05/01/1997		
DE WITT COUNTY (Northern 1/2)	Rates	Fringes
CEMENT MASONS	17.72	9.49

IL980001 - 3

PLUM0023A 06/01/1998

BOONE, CARROLL (East of Rt 78 including Mt Carroll), JO DAVIESS,
OGLE, STEPHENSON, & WINNEBAGO COUNTIES

	Rates	Fringes
PLUMBERS & PIPEFITTERS	27.18	6.93

PLUM0025A 05/01/1998

ADAMS, BROWN, HANCOCK (Western 1/2), CARROLL (West of Rt 78
excluding Mt carroll), HENDERSON, HENRY, KNOX, LEE, MERCER, ROCK
ISLAND, SCHUYLER (Except Browning, Frederick, and Hickory TWPS),
WARREN, & WHITESIDE COUNTIES

	Rates	Fringes
PLUMBERS & PIPEFITTERS	24.30	8.60

PLUM0063B 08/01/1997

FULTON, HANCOCK (Eastern 1/2), MCDONOUGH (Except Prairie),
MARSHALL (South of Rt 17), MASON (North of Rt 136), SCHUYLER
(Browning, Frederick & Hickory TWPS), STARK, & WOODFORD (North of
Rt 116 TO Rt 116A, and Area West of Rt 116A to, but excluding
Goodfield) COUNTIES

	Rates	Fringes
PLUMBERS & STEAMFITTERS	23.38	7.87

* PLUM0081A 06/01/1998

BUREAU, LA SALLE, LIVINGSTON (North of Pontiac), MARSHALL (North
of Rt 17 except City of Pontiac), & PUTNAM COUNTIES

	Rates	Fringes
PLUMBERS & STEAMFITTERS	27.76	6.86

PLUM0099B 05/01/1998

LIVINGSTON (Pontiac and South of Rt 116 extending East to Ford
County), MCLEAN, & WOODFORD (South of Rt 116 to Rt 116A area East
of Rt 116A to and including Goodfield) COUNTIES

	Rates	Fringes
<u>PLUMBERS, PIPEFITTERS,</u> <u>& STEAMFITTERS</u>	<u>27.45</u>	<u>7.05</u>

PLUM0101A 07/01/1998

CLINTON (Western 2/3 including Albers, Aviston, Bartels,
Beckemeyer, Breese, Carlyle, Germantown, New Baden, New Memphis,
Posey & Trenton), MCDONOUGH (Prairie), MONROE (Hecker), RANDOLPH
(Baldwin, Red Bud, Ruma, Tilden), & WASHINGTON (Addieville,

PLUM0612A	06/01/1997		
DE KALB COUNTY		Rates	Fringes
PLUMBERS & PIPEFITTERS		26.95	8.45

PLUM0653B	09/01/1997		
CLINTON (Eastern 1/3) & WASHINGTON (Eastern 1/2) COUNTIES		Rates	Fringes
PLUMBERS & STEAMFITTERS		23.00	7.15

ROOF0002F	03/01/1997		
BOND, CALHOUN, CLINTON, GREENE, JERSEY, MACOUPIN (Southern 1/2), MONROE, PIKE (Rrmainder), RANDOLPH, & WASHINGTON COUNTIES		Rates	Fringes
ROOFERS:			
Roofers		19.50	5.50
Kettlemen		17.30	5.50

* ROOF0011G	06/01/1998		
JO DAVIESS, LEE, LIVINGSTON (East of Route 47), OLGE, STEPHENSON, WHITESIDE (Sterling and Rock Falls), and WINNEBAGO COUNTIES		Rates	Fringes
ROOFERS		27.05	5.33

ROOF0032B	05/01/1997		
HENDERSON, HENRY, KNOX, MCDONOUGH (Western 1/2 including Macomb), MERCER, ROCK ISLAND, WHITESIDE (excluding Sterling and Rock Falls), & WARREN COUNTIES		Rates	Fringes
ROOFERS		18.83	6.16

ROOF0055A	06/01/1997		
BUREAU, LA SALLE, MARSHALL (Northeastern 1/2), & PUTNAM COUNTIES		Rates	Fringes
ROOFERS		19.50	5.76

ROOF0069B	05/01/1997		
FULTON, LIVINGSTON (all towns to Rt. 47), MARSHALL (Camp Grove, Hallock Held, Henry Lacon, LaRose, LaPrairie, Pattonsburg, Sparland, Toluca, Washburn and Wilburn), MCDONOUGH (Adair, Bushnell, Industry, Prairie City, Bardolph, Good Hope, New Philadelphia and Walnut Grove), <u>McLEAN</u> , STARK, & WOODFORD COUNTIES		Rates	Fringes

ROOFERS	19.65	5.70

ROOF0069D 11/24/1997		
	Rates	Fringes
BROWN, PIKE (Northern 1/2), AND SCHUYLER COUNTIES:		
ROOFERS	15.00	3.05

ROOF0069E 11/24/1997		
	Rates	Fringes
ADAMS AND HANCOCK COUNTIES:		
ROOFERS	15.00	3.05

ROOF0112A 06/01/1993		
	Rates	Fringes
CASS, LOGAN, MACOUPIN (Northern 1/2), MASON, MENARD, MONTGOMERY, MORGAN, & SCOTT COUNTIES		
ROOFERS	18.75	5.05

SFIL0669A 04/01/1998		
	Rates	Fringes
SPRINKLER FITTERS	23.87	6.35

SHEE0001A 01/01/1997		
	Rates	Fringes
BUREAU, LA SALLE, LIVINGSTON (S. PART), MARSHALL, PUTNAM & STARK COUNTIES		
SHEET METAL WORKERS	20.61	6.65

SHEE0001F 01/01/1997		
	Rates	Fringes
FULTON, MCLEAN, & WOODFORD COUNTIES		
SHEET METAL WORKERS	19.86	7.97

* SHEE0091B 06/01/1998		
	Rates	Fringes
ADAMS, CALHOUN, CARROLL (West of Hwy 78), HANCOCK, HENDERSON, HENRY, JO DAVIESS (West of Hwy 78), KNOX, MCDONOUGH, MERCER, PIKE, ROCK ISLAND, WARREN & WHITESIDE (West of Hwy 78) COUNTIES		
SHEET METAL WORKERS	20.50	3%+9.66

SHEE0218A 06/01/1998

BROWN, CASS, LOGAN, MASON, MENARD, MORGAN, SCHUYLER, & SCOTT
COUNTIES

	Rates	Fringes
SHEET METAL WORKERS	23.06	8.33

SHEE0219A 06/01/1997

BOONE, CARROLL (Eastern 1/2), DEKALB, JO DAVIESS (East of Hwy 78)
LEE, OGLE, STEPHENSON, WHITESIDE, & WINNEBAGO COUNTIES

	Rates	Fringes
SHEET METAL WORKERS	24.03	8.67

SHEE0265E 01/01/1998

LIVINGSTON (Northern 1/2) COUNTY:

	Rates	Fringes
SHEET METAL WORKERS	26.94	3%+7.23

SHEE0268A 07/01/1998

BOND, CLINTON, GREENE, JERSEY, MACOUPIN, MONROE, MONTGOMERY,
RANDOLPH, WASHINGTON & COUNTIES

	Rates	Fringes
SHEET METAL WORKERS	22.60	8.66

TEAM0025C 04/01/1995

DEKALB, LEE (E. of Route # 51), LIVINGSTON (excluding Reading,
New Town, Sunbury, Nevada, Long Point & Amity), OGLE (E. of Rt.
51) & WOODFORD (Remainder) COUNTIES

TRUCK DRIVERS

	Rates	Fringes
2 or 3 Axles	20.90	206.00/wk
4 Axles	21.05	206.00/wk
5 Axles	21.25	206.00/wk
6 Axles	21.45	206.00/wk

TEAM0065C 05/01/1997

ADAMS, BONDS, BROWN, BUREAU, CALHOUN, CARROLL (Except area North
of Rt. 72 & East of Rt. 78), CASS, CLINTON, FULTON, GREENE,
HANCOCK, HENDERSON, HENRY, JERSEY, JO DAVIESS (West of Rt. 78
including Stockton), KNOX, LASALLE, LEE (Except area East of Rt.
51), LIVINGSTON (Reading, New Town, Sunbury, Nevada, Long Point &
Amity), LOGAN, MARSHALL, MASON, MCDONOUGH, MCLEAN, MACOUPIN,
MENARD, MERCER, MONROE, MONTGOMERY, MORGAN, OGLE (Except area
East of Rt. 51), PIKE, PUTNAM, RANDOLPH, ROCK ISLAND, SCHUYLER,
SCOTT, STARK, WARREN, WASHINGTON, WHITESIDE, & WOODFORD
(Northwestern corner) COUNTIES

TRUCK DRIVERS:

<u>GROUP 1</u>	<u>19.465</u>	<u>4.36+a</u>
<u>GROUP 2</u>	<u>19.865</u>	<u>4.36+a</u>
<u>GROUP 3</u>	<u>20.065</u>	<u>4.36+a</u>
<u>GROUP 4</u>	<u>20.315</u>	<u>4.36+a</u>
<u>GROUP 5</u>	<u>21.065</u>	<u>4.36+a</u>

FOOTNOTE:

a. \$85.00 per week.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Drivers on 2 Axle Trucks Hauling Less Than 9 Tons. Air Compressor and Welding Machines & Brooms, Including Those Pulled by Separate Units, Warehousemen, Greasers & Tiremen, Pickup Trucks When Hauling Material, Tools, or Men to and From & on the Job Site, & Fork Lifts up to 6,000 LB. Capacity.

GROUP 2: Two or Three Axle Trucks Hauling more than 9 Ton But Hauling less than 16 Ton, A-Frame Winch Trucks, Hydrolift Trucks, or Similar Equipment When Used For Transportation Purposes. Fork Lifts Over 6,000 LB. Capacity, Winch Trucks, & Four Axle Combination Units.

GROUP 3: Two, Three or Four Axle Trucks Hauling 16 Ton or more, Drivers on Water Pulls, Mechanics, Five Axle or more Combination Units.

GROUP 4: Lowboy & Oil Distributors.

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

TEAM0325A 06/01/1997

	Rates	Fringes
BOONE COUNTY:		
TRUCK DRIVERS:		
2-3 Axles	19.18	8.00
4 Axles	19.33	8.00
5 Axles	19.53	8.00
6 Axles	19.73	8.00

FOOTNOTE:

Additional 20 cents per axle over 6 axles

TEAM0325B 06/01/1997

	Rates	Fringes
CARROLL (N. of Rt. #72 & E. of Rt. #78), JODAVIESS (E. of Rt. #78, excluding Stockton), STEPHENSON AND WINNEBAGO COUNTIES		

TRUCK DRIVERS

2 or 3 Axles	19.18	8.00
4 Axles	19.33	8.00
5 Axles	19.53	8.00
6 Axles	19.73	8.00

FOOTNOTE: 20 cents additional per axle over 6 axles

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

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 (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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, D. C. 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, D. C. 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, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

CITY OF LEROY
CDAP Grant No. 97-24610
General Decision Number IL980013

Superseded General Decision No. IL970013

State: Illinois

Construction Type:

HEAVY

HIGHWAY

County(ies):

FORD

LA SALLE

PUTNAM

GRUNDY

LIVINGSTON

WOODFORD

IROQUOIS

MARSHALL

KANKAKEE

MCLEAN

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (does not include
landscape projects for GRUNDY COUNTY).

Modification Number	Publication Date
0	02/13/1998
1	03/13/1998
2	04/03/1998
3	05/22/1998
4	06/19/1998
5	07/06/1998
6	08/07/1998

This Decision, IL980013, is valid for the cement mason rate only. Pages 2 through 20 have been deleted. They are not applicable to this contract. See IL980001 for all other rates.

Spray, Taper, Steel High Work	20.50	5.01
Airless Spraying & Bridges	21.00	5.01

PAIN0033D 06/01/1996

	Rates	Fringes
GRUNDY COUNTY		
PAINTERS:	22.95	5.80

PAIN0157A 05/01/1997

	Rates	Fringes
MARSHALL, & WOODFORD COUNTIES		
PAINTER:		
Brush	18.10	7.00
Spray, Pressure Roller, Sandblast, Bridge & New Structural Steel work	18.95	7.00

PAIN0680A 07/01/1983

	Rates	Fringes
LIVINGSTON COUNTY:		
PAINTERS:		
Brush, Steel & Bridge	14.00	
Spray & Work Over 40 ft.	15.00	

LASALLE COUNTY (Vicinity of Ottawa, Streator, and Marseilles)

PAINTERS:		
Brush, Roller	21.25	2.10
Sandblasting, Spray	17.75	2.10

PLAS0012A 05/01/1997

	Rates	Fringes
MARSHALL, MASON, & WOODFORD (Remainder) COUNTIES		
CEMENT MASONS	21.68	6.55

PLAS0152A 05/01/1997

	Rates	Fringes
LIVINGSTON (Remainder), <u>MCLEAN</u> , & WOODFORD (Eastern part, except Roanoke) COUNTIES		
CEMENT MASONS	17.72	9.49

PLAS0158B 06/01/1997

	Rates	Fringes
FORD, LASALLE, PUTNAM, & LIVINGSTON (Southeast part) COUNTIES		

Community Development Assistance Program

LABOR STANDARDS AND EQUAL EMPLOYMENT OPPORTUNITY
PRECONSTRUCTION CONFERENCE

MINUTES

Conference Date: August 27, 1998

The following labor standards and equal employment opportunity (LS/EEO) preconstruction conference was held at City Hall, 111 E. Center St., LeRoy, Illinois, and was conducted by J.R. Cummings & Associates. CDAP Grant No. 97-24610

Grantee: City of LeRoy Subrecipient: _____

Project Name: City/Town Hall/Water Tower Place Architectural Barriers Removal

Project Location: LeRoy, McLean County, Illinois

Contractor Name: Felmley-Dickerson Co. Contract Amount: \$40,900

Construction Start Date: NLT September 7, 1998 Completion Date: December 5, 1998

Project Engineer: The Riddle Group, architects

Present at the Conference were:

1. HARRY E. RIDDLE THE RIDDLE Group ARCHITECT
Name (Please Print) Representing Title
Harry E. Riddle Bloomington, IL (309) 662-3651
Signature Address Phone
2. DAVID FARWEY FELMLEY-DICKERSON CO. AUDITOR
Name (Please Print) Representing Title
David Farwey Bloomington, IL 309-828-4317
Signature Address Phone
3. CHU B. MEEK FELMLEY DICKERSON CO. 309-828-4317
Name (Please Print) Representing Title
Chu B. Meek P.O. Box 546 309-828-4317
Signature Address Phone
Bloomington, IL 61702-0546 PRESIDENT
4. PERRY L. LEWIS CITY & TOWNSHIP CITY MGR & TRUSTEE
Name (Please Print) Representing Title
Perry L. Lewis 222 E. CENTER LEROY 309-962-8151
Signature Address Phone
5. JAMES R. CUMMINGS J.R. CUMMINGS & ASSOC. Comm. Devic. ADMIN.
Name (Please Print) Representing Title
James R. Cummings Box 300, WASHINGTON 61571 (309) 444-2789
Signature Address Phone

Part I

The contractor was informed of his contractual obligations under Executive Order 11246 in accordance with 41 CFR Part 60, the Davis-Bacon and Related Acts (DBRA), Section 3 of the Housing and Urban Development Act of 1968 and local Minority Business Enterprise (MBE) Plan.

1. The contractor must have completed the HUD equal employment opportunity (EEO), prevailing wage and Section 3 certifications and related forms that were contained in the bid/contract documents, and all subcontractors must do the same before each begins work;
2. The contractor and subcontractors must complete USDOL/ESA/OFCCP Contractor Identification Data (award notification) forms and submit copies of same to the Grantee and USDOL within the time period specified on the form;
3. The contractor must complete the HUD "Certificate Appointing Officer or Employee to Supervise Payment of Employees" provided and obtain a similarly completed form for all his subcontractors;
4. The contractor must make a good faith effort in recruiting minorities and women in an attempt to satisfy the goals contained in the contract pursuant to 41 CFR Part 60 as specified in the contract documents;
5. The contractor and all subcontractors must comply with the reporting requirements for LS/EEO/Section 3 on a timely basis or the general contractor will face sanctions against him by the Grantee; that the contractor is responsible for informing all his subcontractors of these requirements and ensuring their compliance with them;
6. To complete and submit to the Grantee an Affirmative Action Plan, if required;
7. The contractor was advised to contact the Grantee's project labor standards officer/grant administrator if questions arise regarding his LS/EEO/Section 3 tasks and responsibilities under this contract. It was pointed out that there are instructions separately provided for both major reporting forms;
8. The contractor was reminded that he has already certified that he will not use subcontractors who have been debarred, suspended or otherwise determined to be ineligible by the federal government to perform work on the project and that in the event this provision is violated, the contract may be immediately declared null and void;
9. Purchase orders for more than \$10,000 for supplies and materials must include the EEO clause of 60-1.4(a);
10. The contractor was informed that he must keep all records related to the project for a period of three years after its completion;
11. The contractor was informed that he must submit to the Grantee's project administrator every LS/EEO/Section 3 reporting and certification form or other correspondence he submits to any other person or agency as indicated as required in this preconstruction conference or in the material or regulations distributed or contained in the contract document.

Part II

The Grantee informed the contractor of the procedures for complying with EEO, DBRA reporting requirements as specified by HUD and DOL and to comply with the Grantee's MBE Plan:

1. The contractor was given blank monthly employment utilization reports and samples of completed forms and was given the address of the Office of Federal Contract Compliance Programs (OFCCP) of the DOL with whom the forms must be filed and was informed that the forms are due by the 5th of each month for the previous calendar month's work and that the form shall reflect all the construction work, both federal and non-federal, taking place in the "covered area";*
2. The contractor was given blank payroll forms (WH-347), two completed sample forms and the HUD instruction page as well as blank payroll supervision certification forms. Also provided was a blank "Statement of Compliance" (WH-348) form that can be used to accompany the contractor's own payroll report format such as a computer print-out. The contractor was also given oral instructions on adequate completion of the payroll records in an effort to avoid unnecessary revisions and corrections. He was informed that the law requires the filing of the reports on a weekly basis and that each one is due within seven days of the end of the applicable pay period, that compliance with the DBRA will be strictly enforced - employees will be interviewed monthly regarding wages paid, hours and dates worked, etc., payroll forms will be examined and the wage decision posting and other displays will be checked. The contractor was informed that the payroll records submitted must also include a listing on a separate page (form provided) of actual fringe benefits paid into approved programs with the first payroll record submitted that covers all employees. If the initial listing changes, either in benefits or persons covered, any additions or changes must also be submitted. The contractor was informed that any bona fide self-employed subcontractors or owner-operators must be shown on the contractor's own payroll reports;
3. The contractor was instructed that he must inform the labor standards officer/grant administrator of his work schedule and those of his subcontractors, including the specific work force classifications to be on the job so that the employee interviews can be conducted as required.
4. The contractor was informed that blank and sample Section 3/Segregated Facilities, Section 3 AAP Steps, Estimated Project Work Force Breakdown, EEO and labor standards certifications for both the contractor and subcontractor would be made available if needed; (See Item I.1)
5. The contractor was given the following posters as furnished by DCCA and HUD and was instructed on the requirements for displaying them at the work site:
 1. NOTICE TO EMPLOYEES (WH Publication 1321)
 2. Federal Minimum Wage (WH Publication 1088)
 3. Job Safety and Health Protection (OSHA 2203)
 4. Persons 40 to 70 Years NOTEI (WH Publication 1289, Rev. 5/78)
6. The contractor was provided edited versions of the correct wage decisions that include only the applicable rates and was informed that these decisions must be provided to all

subcontractors and be displayed with the above posters at the work site. [Complete decisions were included in the bid addendum and made a part of the contract.]

Additional items discussed:

*The contractor was informed he had the option of submitting the CC-257s to the administrator instead of directly to USDOL. The OFCCP office address is: U. S. Department of Labor, Employment Standards Administration, OFCCP, 230 S. Dearborn St., Chicago, IL 60601.

CERTIFICATION

This is to certify that I, James R. Cummings conducted the above-referenced preconstruction conference and that I am satisfied that all the requirements have been covered orally or in writing and that among other things all LS/EEO handouts and informational materials have been distributed and explained to the satisfaction of all those in attendance as registered on the appropriate pages attached hereto.

8/27/98

Date

James R. Cummings
Signature