

Integrity . Unity . Pride

Christopher J. Clark, Mayor CITY OF HARVEY

# REQUEST FOR BIDS 154<sup>th</sup> STREET RECONSTRUCTION PROJECT

Bid Number: 2024-04-01

**BID NUMBER:** 2024-04-01

**BID ISSUE DATE:** Wednesday, April 3, 2024

**QUESTIONS DUE:** Monday, April 15, 2024, by 5:00 p.m. (CST) **BID DUE:** Friday, April 19, 2024, by 10:00 a.m. (CST) **BID OPENING DATE:** Friday, April 19, 2024, at 10:01 a.m. (CST)

**AWARD OF BID:** The City anticipates awarding the bid in May 2024

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2024-04-01

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# FORM 4B. INVITATION TO BID 154<sup>TH</sup> STREET RECONSTRUCTION PROJECT

NOTICE IS HEREBY GIVEN by the Mayor and the City Council of the City of Harvey, Cook County, Illinois, that sealed bids will be received for the project described in this advertisement.

Bids will be accepted until 10:00 a.m. CST on Friday, April 19, 2024. Bids must be delivered to 15320 Broadway Ave, Harvey, IL 60426, ATTN: City Clerk, in a sealed envelope with "City of Harvey 154<sup>TH</sup> Street Reconstruction Project – [COMPANY NAME]" clearly labeled on the front of the envelope. Bids will be opened and publicly read at 10:01 a.m. CST on Friday, April 19, 2024, at City Hall.

The bidding forms and documents are available at City Hall located at 15320 Broadway Ave, Harvey, IL 60426, or by emailing <a href="mailto:procurement@cityofharveyil.gov">procurement@cityofharveyil.gov</a>. Proposals must be submitted on the forms provided. All proposals or bids offered must be accompanied by a bid bond, cash, or certified check made payable to the City in the amount of not less than 5 percent (5%) of the total amount of the proposal as a guarantee that if the proposal is accepted a contract will be entered into.

The bidder is specifically advised that the City a Subrecipient of the County of Cook of a grant pursuant to the Housing and Community Development Act of 1974, as amended, pursuant to an agreement entered into between the County of Cook and the City. Payments to the contractor will be made by the City and reimbursed by Cook County's CDBG Program in accordance with the terms of the aforesaid agreement. Further, in compliance with the Stevens Amendment to the Department of Defense Appropriations Act of 1989, the (estimated/actual) percentage of the total cost of this Project to be funded with federal dollars is one hundred (100%) and the exact dollar amount of federal funds which will be set aside for this project will be based on the contract amount awarded under this offering.

#### APPLICABLE FEDERAL REQUIREMENTS

All laborers and mechanics employed by the Contractor or Subcontractor(s) on construction work for this Project shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, (U.S.C. Sections 76-276a-5), and shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections327-333), and the Contractor and Subcontractor(s) shall comply with all regulations issued pursuant to these Acts and other applicable Federal laws and regulations pertaining to labor standards. The Secretary of Labor has, with respect to the labor standards specified in this Section, the authority and functions set forth in Reorganization Plan Number 14 of 1950 (5 U.S.C. Section 133z-15) and Section 2 of the Act of June 13, 1934, as amended, (40 U.S.C. Section 276c).

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

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

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

An explanation of the applicable federal requirements previously mentioned is provided in the Special Provisions of the Bid Specifications and Davis-Bacon Packet.

The successful bidder for the construction of the improvement will be required to file a performance bond equal to one hundred percent (100%) of the bid, with sureties to be approved by the Mayor and the Board of Trustees, which performance bonds shall be conditioned upon proper and faithful performance by the Contractor of the work specified in accordance with the plans and specifications therefore, according to the time and terms and conditions of the contract; and also that the bidder and contractor shall properly pay all debts incurred by the Contractor in the execution of the work, including those for labor and materials furnished.

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

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Mayor and (	City Council of the C	ity of Harvey	1	
Ву:				
Mayor:	Christopher J. Clar	·k		
Attest:				
City Clerk:	Rosa Arambula			

Dated at Harvey. Illinois this Friday. March 29, 2024.



#### **GENERAL INFORMATION FOR THE BIDDER**

#### Introduction

The City of Harvey ("City") received funding through the Environmental Protection Agency, Illinois Department of Commerce and Economic Opportunity, and The Nature Conservancy, to implement the Harvey 154<sup>th</sup> Street Reconstruction Project. The Project is the reconstruction of 154<sup>th</sup> Street from Wood Street to Broadway Avenue, new curb and gutter, improved drainage infrastructure, utility improvements, and green infrastructure.

#### Scope of Work

The Scope of Work as part of this Solicitation is generally the roadway reconstruction, drainage improvements, and green infrastructure along 154<sup>th</sup> Street from Wood Street to Broadway Avenue.

The locations of these improvements are shown in **Appendix C**.

#### Bid Requirements

Bidders are to follow the following bid requirements when submitting proposals:

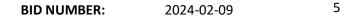
- Bids will be accepted until 10:00 a.m. CST on Friday, April 19, 2024. Bids must be delivered to 15320 Broadway Ave, Harvey, IL 60426, ATTN: City Clerk, in a sealed envelope with "City of Harvey 154<sup>TH</sup> Street Reconstruction Project – [COMPANY NAME]" clearly labeled on the front of the envelope.
- 2. All certifications outlined in **Appendix A.** Special Provisions must be signed and submitted at the time of bid, including:
  - a. Equal Employment Opportunity Certification
  - b. Certification of Bidder Regarding Equal Employment Opportunity
  - c. Debarment and Suspension Certification
  - d. Certification Regarding Lobbying
- 3. A 5% bid bond shall be submitted with each proposal, as a guarantee that, if the proposal is accepted, a contract will be entered into.

#### **Bid Submission**

Proposals are due by Friday, April 19, 2024, by 10:00 a.m. (CST). Bids must be delivered to 15320 Broadway Ave, Harvey, IL 60426, ATTN: City Clerk, in a sealed envelope with "City of Harvey 154<sup>th</sup> Street Reconstruction Project – [COMPANY NAME]" clearly labeled on the front of the envelope. Bids will be publicly opened and read aloud the same day, Friday, April 19, 2024, at 10:01 a.m. (CST) at Harvey's City Hall. All bidders are invited to participate.

#### RESPONSE TO BIDDER QUESTIONS

Explanations desired by a prospective bidder shall be requested of the City by email, and if explanations are necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to known bidders. Every request for such explanation shall be submitted by email to





<u>procurement@cityofharveyil.gov</u> by Monday, April 15, 2024 at 5:00 p.m. (CST). No inquiry or request received after this deadline will be given consideration.

#### OTHER INFORMATION

The right is reserved to reject any or all proposals, to waive technicalities, to postpone the bid opening, or to advertise for new proposals, if in the judgment of the mayor and Board of Trustees their best interests will be promoted thereby. The City also reserves the right to rescind any awarded contract if grant funding is no longer available to support this project.

The contractor will be required to pay not less than the Cook County prevailing wage rates on this project as established by the Illinois Department of Labor. The prevailing wage rates are available on the Illinois Department of Labor's official website. It is the responsibility of the contractor to obtain and comply with any revisions to the rates should they change throughout the duration of this Agreement.

Prequalification will be required to be submitted to the City by all potential bidders. If in the opinion of the Mayor and City Council, an applicant would not be able to serve the best interest of the City, a proposal will not be issued to the applicant.

All certifications outlined in **Appendix B.** Davis-Bacon Construction Packet must be signed and submitted to the sub-recipient or the designated representative.

- 1. Contractor and Subcontractor Certifications
- 2. Contract and Subcontract Activity Form (HUD-2516)
- 3. Weekly Payroll and Statement of Compliance, due within seven (7) days from the close of each pay week
- 4. Record of Employee Interview Form (HUD-11), to be completed by the subrecipient or its designated representative during the course of the construction and due at project close out.

Both a performance bond and payment bond in a sum equal to one hundred percent (100%) of the amount of the bid, with suretiesto be approved by the Mayor and Board of Trustees for the faithful performance of the contract, must each be furnished by the successful bidder. All bids or proposals shall contain an offer to furnish bond upon acceptance of such bid or proposal.

Federal requirements as outlined in the Invitation to Bid and attached are provided in **Appendix A** and **Appendix B**.

#### **BID SPECIFICATIONS**

Bid specifications are provided in **Appendix C.** 

#### **BID FORM**

The bid form is provided in **Appendix D.** 



**BID NUMBER:** 2024-02-09 6

## **APPENDIX A**

(Special Provisions for Federally & Cook County

CDBG Funded Projects)





# SPECIAL PROVISIONS

For Federal-Funded & Cook County CDBG-Funded Projects (\*Rev 3/08/2024)

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All certifications listed above MUST be signed and submitted at the time of bid or the bid can be disqualified.

\*Each bidder is required to be registered in the Federal Government databank for contractors at SAM.gov and have an active "Unique Entity Identifier (UEI)" number in the system.

The following Special Provisions should be used for all construction bids and contracts where federal grant funds are being used in whole or in part.

## EQUAL EMPLOYMENT OPPORTUNITY 41 CFR Chapter 60

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

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

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

TRADE	TIMETABLE	GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE	TIMET	ABLE	FEMALE PARTICIPATION IN EACH TRADE
Asbestos	Until Further	8.6 to 10.3	4/1/7	- 3/31/8	5.0
Workers	Notice		9	0	
Bricklayers	и	16.3 to 18.2	u	u	u
Carpenters	и	11.0 to 18.2	u	u	u
Electricians	u	10.9 to 12.2	u	u	u
Elevator	u	9.6 to 11.5	u	"	u
Installers					
Glaziers	u	10.2 to 12.2	u	"	u
Ironworkers	u	14.0 to 16.0	u	u	u
Metal Lathers	u	10.0 to 12.0	u	u	u
Painters	и	10.3 to 12.1	u	u	u
Plumbers	и	9.4 to 10.9	u	u	u
Pipefitters	и	9.4 to 10.9	u	u	u
Plasterers	u	24.4 to 25.8	u	u	u
Roofers	u	18.0 to 20.0	u	u	u
Sheetmetal	u	9.5 to 11.3	u	u	u
Workers		0.0 10 ==.0			
Sprinkler Fitters	u	8.3 to 9.9	u	u	u
Operating	u	15.7 + above	u	u	u
Engineers		22.7 4 48676			

These goals are applicable to all the Contractor's construction Work (whether or not it is Federal or federally assisted) performed in the coverage area. The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established for the geographical area where the Contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the

GOALS FOR

Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

#### **Equal Opportunity Clauses**

41 CFR 60-1.4(a)

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

- 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3. The Contractor will send each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.
- 5. The Contractor will furnish all information and reports required by the Executive Order No.11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- 6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
- 7. The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: <a href="Provided, however">Provided, however</a>, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United Sates to enter into such litigation to protect the interests of the United States. 41 CFR 60-1.4(b)

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

During the performance of this Contract, the Contactor agrees as follows:

- 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor.
- 5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules,

- regulations, and orders.
- 6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter such litigation to protect the interest of the United States.

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

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

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

In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to \$10,000 necessary in whole or in part to

the performance of non-construction Federal contracts and subcontracts covered under the Executive Order.

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

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

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

- 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- 6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
  - c. Maintain a current file of the names, addresses and telephones numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.

- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it any advertising in the news media, specifically including minority and female news median, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- I. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or singleuser toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including a circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). 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 a fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the 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 Contactor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate goal for women have been established. The Contractor, however, is required to provide equal opportunity and to take affirmative action for minority groups, both male and female, and all women, both minority and non- minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetable or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

- 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 15. Nothing herein provided shall be construed as a limitation upon the application to other laws establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## SECTION 3 CLAUSE 24 CFR, Part 135.20 and Grant Agreement

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as Section 3 clause):

- A. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 1u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project to be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- B. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR 135.

Note: Contractors are required to submit a Section 3 Affirmative Action Plan within 15 days of award of Contract. The Plan is to describe the Contractor's affirmative efforts to train and employ lower income residents of the project area and to subcontract work with small businesses in the project area.

## \*SECTION 3 FINAL RULE 24 CFR, Part 75

Subject: Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992, final rule requirements for CDBG, CDBG-CV, CDBG- DR, CDBG-MIT, NSP, Section 108, and RHP projects.

#### I. PURPOSE

This notice provides guidance to Community Development Block Grant (CDBG), Community Development Block Grant CARES Act (CDBG-CV), CDBG Disaster Recovery (CDBG-DR), CDBG Mitigation (CDBG-MIT), Neighborhood Stabilization Program (NSP), and Recovery Housing Program (RHP) grantees and Section 108 Loan Guarantee Program (Section 108) borrowers (collectively, "grantees") on the requirements for Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3). These requirements apply to CDBG, CDBG-CV, CDBG-DR, CDBG-MIT, NSP, Section 108, and RHP-assisted housing rehabilitation, housing construction and other public construction projects. This notice outlines the key changes made by the notice entitled, "Enhancing and Streamlining the Implementation of Section 3 Requirements for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses," (85 FR 61524) ("Final Rule") published in the *Federal Register* on September 29, 2020 (codified at 24 CFR part 75) and provides guidance for tracking and reporting compliance with the new requirements. Refer to 24 CFR 75 for any further updates on Section 3 requirements after the publication of this notice.

#### II. BACKGROUND

Section 3 contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible and consistent with existing Federal, state, and local laws and regulations, directed toward low- and very low- income persons. Section 3 applies to training or employment arising in connection with HUD- funded housing rehabilitation, housing construction, or other public construction projects, and any contracting opportunities arising in connection with both public housing and other Section 3 projects. These opportunities are, to the greatest extent feasible, required to be given to low- and very low-income persons and business concerns that provide economic opportunities to low- or very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

On September 29, 2020, HUD published the Final Rule and a companion notice, entitled "Section 3 Benchmarks for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses," (85 FR 60907) ("Benchmark Notice"), in the *Federal Register*. Prior to the publication of the Final Rule and Benchmark Notice, HUD operated under regulations (found at 24 CFR part 135) ("former regulation") provided by the Section 3 interim rule, which HUD published in 1994.

The regulation, provided by the Section 3 Final Rule, became effective on November 30, 2020 and is codified at 24 CFR part 75. The regulation simplifies the Section 3 requirements and establishes that Section 3 requirements apply to housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a minimum funding threshold. The regulation also improves alignment with current business practices

by requiring the reporting of labor hours rather than new hires. Additionally, the regulation streamlines the reporting process and establishes HUD program office oversight to reduce administrative burden and make the rule more effective. The Benchmark Notice establishes the current numeric goals for compliance with Section 3 requirements. Pursuant to the regulation at 24 CFR 75.23(b)(1) and (b)(2), HUD may adjust funding thresholds or establish new benchmarks (either a single nationwide benchmark or multiple benchmarks based on geography, type of assistance, or other variables) periodically as new information becomes available. HUD must publish all updates in the Federal Register and all updates are subject to public comment.

#### III. APPLICABILITY

#### A. FUNDING THRESHOLD

The regulation established an applicability threshold of \$200,000 for housing rehabilitation, housing construction, and other public construction (e.g., public facilities and improvements) projects assisted with housing and community development financial assistance. Housing and community development financial assistance includes, but is not limited to, CDBG, CDBG-DR, CDBG-MIT, NSP, Section 108, RHP, HOME Investment Partnership (HOME), Housing Trust Fund (HTF), Emergency Solutions Grants (ESG), Housing Opportunities for Persons with AIDS (HOPWA), Section 202 Direct Loan Program for Housing for the Elderly, Section 811 Supportive Housing for Persons with Disabilities, Lead Abatement Grants, and other HUD Notice of Funding Opportunities (NOFO) grants.

Per 24 CFR 75.3, the Section 3 requirements apply based on the amount of housing and community development funding provided by one or a combination of two or more different applicable HUD programs exceeding the \$200,000 threshold. For example, if a project is funded with \$101,000 of HOME funds and \$100,000 of CDBG funds, then it exceeds the applicability threshold of \$200,000 and the Section 3 requirements apply.

Per 24 CFR 75.3(a)(iii), Section 3 requirements apply to the entire project, not just the HUD-financed portion. If a housing rehabilitation, housing construction, or other public construction project receives more than \$200,000 of HUD funding, then Section 3 requirements are triggered and apply to all employment and training opportunities and contracts for work arising in connection with the project (subject to section III.B. below), including efforts that are financed by other, non-HUD sources of funds. Grantees must make all recipients, contractors, and subcontractors aware of the need to comply with Section 3 requirements.

The Section 3 requirements also apply when a project receives less than \$200,000 in HUD housing and community development financial assistance but receives public housing financial assistance, as defined in 24 CFR 75.3(a)(1), or more than \$100,000 of Lead Hazard Control and Healthy Homes program funding, as defined in 24 CFR 75.3(a)(2)(i)). For example, if a project is funded with \$75,000 of CDBG funds and \$10,000 of public housing financial assistance funds, then Section 3 requirements apply because public housing financial assistance is provided. See 24 CFR part 75 Subpart D for requirements that apply to projects with multiple funding sources. Also see Section V.B. below.

#### **B. PROJECT AND ACTIVITY TYPES**

Section 3 requirements apply to a housing rehabilitation, housing construction or other public construction project no matter which portion of the project receives the CDBG, CDBG-CV, CDBG-DR,

CDBG-MIT, NSP, Section 108 guaranteed loan funds, or RHP financial assistance. The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing (e.g., CDBG funds used to rehabilitate 20 units in one building as part of an effort to rehabilitate 40 units in two buildings on a single property. The "Section 3 project" includes the rehabilitation of all 40 units.).

Once the project is complete, the Section 3 requirements no longer apply to subsequent contracts.

Section 3 requirements <u>do not</u> apply to projects assisted with housing and community development financial assistance that do not include housing rehabilitation, housing construction or other public construction (e.g., funds used for direct homebuyer assistance or tenant-based rental assistance). Pursuant to 24 CFR 75.3(b), Section 3 requirements also do not apply to materials-only contracts or contracts that do not require any labor. For example, Section 3 would not apply to contracts for office or janitorial supplies because these are materials-only contracts.

CDBG, Section 108, and CDBG-CV grantees must report Section 3 data in HUD's Integrated Disbursement and Information System (IDIS). CDBG-DR, CDBG-MIT, NSP, and RHP grantees must report Section 3 data in HUD's Disaster Recovery Grant Reporting (DRGR) system. Grantees are cautioned to not include multiple Section 3 projects under a single activity in IDIS or DRGR; this would cause a distortion in the calculation of the benchmarks, particularly if the benchmarks were not met for one of the included projects. Instead, to properly report Section 3 projects in IDIS or DRGR, each project must be established as a distinct activity. CDBG regulations use the term "activity" which is the same as "project" for the purposes of this notice.

#### IV. LABOR HOURS

The regulation introduces several new concepts and definitions to align the regulations more closely with the statutory priorities for hiring and contracting and with grantee current practices. The most significant change is the switch from tracking and reporting new hires and contracts to tracking and reporting labor hours. "Labor hours" means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance (24 CFR 75.5). The Final Rule's focus on labor hours seeks to measure total actual employment and the proportion of the total employment performed by low- and very low- income workers. In addition, the change to tracking labor hours captures continued and long- term employment. The focus on labor hours creates an incentive for employers to invest in and retain their newly hired workers. 24 CFR 75.25 requires grantees to report the total labor hours for three categories of workers on the project: all workers, Section 3 workers, and Targeted Section 3 workers. The definitions in 24 CFR 75.5 for a "Section 3 worker," "Targeted Section 3 worker," and "Section 3 business concern" simplify grantee reporting and better align with statutory priorities. Benchmarks that apply to each of these categories of workers will serve as safe harbors for compliance, as discussed in Section VI of this notice.

Pursuant to 24 CFR 75.27, grantees must include language applying Section 3 requirements in any agreement or contract for a Section 3 project and must require contractors and subcontractors to meet the regulation's requirements, regardless of whether their agreements or contracts include Section 3 language.

#### A. SECTION 3 WORKER (please see "Required Certification" section for certification forms)

The new definition of Section 3 worker, at 24 CFR 75.5, implements the statutory requirement that grantees ensure that job and contracting opportunities arising in connection with a HUD- funded housing rehabilitation, housing construction, or other public construction project are provided to

Section 3 workers or Section 3 business concerns to the greatest extent feasible. In accordance with the regulation, a Section 3 worker is a worker who currently fits or when hired within the past five years fits at least one of the following categories:

- 1. Is a low- or very low-income worker that fell below HUD income limits for the previous or annualized calendar year. Low- and very-low-household income limits may be obtained from: Income Limits | HUD USER
- 2. Is employed by a Section 3 business concern (defined in Section C).
- 3. Is a YouthBuild participant. YouthBuild is a community-based pre-apprenticeship program administered by the U.S. Department of Labor that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school.

Grantees may count Section 3 workers' labor hours for five years from when their status as a Section 3 worker is established, pursuant to 24 CFR 75.31. For purposes of reporting the labor hours for Section 3 workers, an employer may choose whether to define the workers as Section 3 workers for a five-year period at the time of the workers' hire, or when the workers are first certified as meeting the Section 3 worker definition. The five-year period for a worker cannot begin before November 30, 2020; therefore, Section 3 workers hired prior to November 30, 2020, may be certified for a five-year period beginning November 30, 2020.

Pursuant to 24 CFR 75.5, a prior arrest or conviction cannot negatively affect the status of a Section 3 worker. Furthermore, Section 3 workers are not exempt from meeting position qualification requirements nor do the regulations require the employment of an individual meeting the definition of a Section 3 worker.

A worker may qualify as a Section 3 worker through one of the following certifications, in accordance with 24 CFR 75.31:

- 1. A worker's self-certification that their income is below HUD's income limit from the prior calendar year.
- 2. A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing.
- 3. Certification from a public housing authority (PHA), or an owner or property manager of project-based Section 8-assisted housing, or an administrator of tenant- based Section 8-assisted housing that the worker is a participant in one of their programs.
- 4. An employer's certification that a worker's income from that employer is below HUD's income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis.
- 5. An employer's certification that the worker is employed by a Section 3 business concern.

Pursuant to 24 CFR 75.31, for a worker to qualify as a Section 3 worker, the grantee must maintain (or ensure that the subrecipient, contractor, or subcontractor that employs the worker maintains) one of the listed records above from the time the worker is certified as meeting the Section 3 worker definition for the five-year period or from the time of hire (if hired within the last five years). Pursuant to 24 CFR 75.31(c), the documentation described above must be maintained for the time period required for record retention in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR part 200.

## LABOR STANDARDS Davis-Bacon Act (DBA)

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

#### **Contract Work Hours and Safety Standards Act (CWHSSA)**

CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts except where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

Where applicable, all contracts awarded by grantees and subgrantees in excess of\$2,000.00 for construction contracts and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by the Department of Labor regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work-day of eight (8) hours and a standard work week of forty (40) hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or forty (40) hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

## Contract Work Hours and Safety Standards Act (CWHSSA) Coverage threshold for overtime and health and safety provisions.

The Federal Acquisition Streamlining Act of 1994 amends sections 103 and 107 of the Contract Work Hours and Safety Standards Act (CWHSSA) to establish a single threshold excluding single contracts of \$100,000 or less from CWHSSA overtime and health and safety provisions. (Previously, CWHSSA overtime thresholds were \$2,000 for construction work and \$2,500 for Federal purchases and contracts other than construction.) The new threshold became effective October 1, 1995.

For contracting agencies, the effect of the threshold increase will primarily result in reduced procurement burdens on purchases of \$100,000 or less. Contractors will continue to be obligated to pay weekly overtime under the Fair Labor Standards Act (FLSA).

Other changes involve overtime provision enforcement activities. FLSA enforcement authority resides solely with the Department of Labor (DOL). Complaints and violations relative to FLSA overtime compensation must be

referred to the DOL for further review and disposition. HUD staff and program clients (PHAs/IHAs, CDBG grantees) are still responsible for ensuring contractor compliance with prevailing wage requirements. Where the complaints or violations involve both FLSA overtime and prevailing wages, early consultation with the DOL should occur to determine the most appropriate means to pursue both aspects to resolution.

Proposed language to conform applicable regulations to the statutory amendments was published by the DOL on September 7, 1995. (See *Federal Register*, Vol. 60, No. 173, Pgs 46553-46556.)

#### **Copeland Act (Anti-Kickback Act)**

The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPR's) and regulates permissible payroll deductions.

#### Fair Labor Standards Act (FLSA)

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

#### OTHER PROVISIONS AND REQUIRED PERFORMANCE

#### Clean Air Act of 1970 and The Federal Water Pollution Control Provision

Contracts and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 ( 42 U.S.C. 1857 et seq. ) and the Federal Water Pollution Control Act ( 33 U.S.C. 1251 et seq. ) as amended. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency.

#### **Architectural Barriers Act of 1968 Provision**

All contracts for construction of facilities shall contain a provision which requires the recipient to comply with the Architectural Barriers Act of 1968 ( 42 U.S.C. 4151 ) requirement that the design of any facility constructed comply with the "American Standard Specification for Making Buildings and Facilities Accessible and Usable by the Physically Handicapped," Number A-117.1 – 1961, as modified.

#### **Record Keeping and Inspections (Required Performance)**

During the performance of this Contract, the Contractor agrees that the municipality, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to books, documents, papers, and records of the Contractor which are directly pertinent to a specific grant program for the propose of making an audit, examination, excerpts, and transcriptions.

## STANDARDS ADMINISTRATION DEPARTMENT OF LABOR EMPLOYMENT MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION PROJECTS OVER \$2,000.00

#### **General Wage Determination Decisions**

General Wage Determination Decisions of the Secretary of Labor Specify in accordance with applicable law and on the basis of information available to the Department of Labor from its study of local wage conditions and from other sources, the basic hourly wage rates and fringe benefit payment which are determined to be prevailing for the described classes of laborers and mechanics employed in construction activity of the character and in the localities specified therein.

The determinations in these decisions of such prevailing rates and fringe benefits have been made by authority of the Secretary of Labor pursuant to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Stat. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in 29 CFR 1.1 (including the statutes listed at 36 FR 306 following Secretary of Labor's Order No. 24-70) containing provisions for the payment of wages which are dependent upon determination by the Secretary of Labor under the Davis-Bacon Act; and pursuant to the provisions of Part 1 of Subtitle A of Title 29 of Code of Federal Regulations,

Procedure for Predetermination of Wage Rates, (37 FR 21138) and of Secretary of Labor's Order's, 12-71 and 15-71 (36 FR 8755, 8756). The prevailing rates and fringe benefits determined in these decisions shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged in contract work of the character and in the localities described therein.

Good cause is hereby found for not utilizing notice and public procedure thereon prior to the issuance of these determinations as prescribed in 5 U.S. C. 553 and not providing for delay in effective date as prescribed in that section, because the necessity to issue construction industry wage determination frequently and in large volume causes procedures to be impractical and contrary to the public interest.

General Wage Determination Decisions are effective from their date of publication in the **FEDERAL REGISTER** without limitation as to time and are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued subsequent to its publication date shall be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable Federal prevailing wage law and 29 CFR Part 5. The wage rates contained therein shall be the minimum paid under such contract by contractors and subcontractors on the work.

#### **Modifications & Supersedes to General Wage Determination Decisions**

Modifications and Supersedes Decisions to General Wage Determination Decisions are based upon information obtained concerning changes in prevailing hourly wage rates and fringe benefit payment since the decisions were issued.

The determinations of prevailing rates and fringe benefits made in the Modifications and Supersedes Decisions have been made by authority of the Secretary of Labor pursuant to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Stat. 1494, as amended, 40 U.S.C. 276a) and of other Federal

statutes referred to in 29 CFR 1.1 (including the statutes listed at 36 FR 306 following Secretary of Labor's Order No. 24-70) containing provisions for the payment of wages which are dependent upon determination by the Secretary of Labor under the Davis-Bacon Act; and pursuant to the provisions of Part 1 of Subtitle A of Title 29 of Code of Federal Regulations, Procedure for Predetermination of Wage Rages, (37 FR 21138) and of Secretary of Labor's Order 13-71 and 15-71 (36 FR 8755, 8756). The prevailing rates and fringe benefits determined in foregoing General Wage Determination Decisions, as hereby modified, and/or superseded, shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged in contract work of the character and in the localities described therein.

Modification and Supersedes Decisions are effective from their date of publication in the **FEDERAL REGISTER** without limitation as to time and are to be used in accordance with the provisions of 29 CFR Parts 1 and 5.

Any person, organization, or governmental agency having an interest in the wages determined, as prevailing is encouraged to submit wage rate information for consideration by the Department. Further information and self-explanatory forms for the purpose of submitting this data may be obtained by writing to the U.S. Department of Labor, Employment Standards Administration, Office of Special Wage Determinations, Washington, D.C. 20210. The cause for not utilizing the rule-making procedures prescribed in 5 U.S.C. 553 has been set forth in the original General Wage Determination Decision.

#### **New General Wage Determination Decisions**

The most recent Federal General Wage Determination Decision for Illinois date is 02/23/24, which is attached and made part of this special provision.

3/1/24, 8:24 AM SAM.gov

"General Decision Number: IL20240009 02/23/2024

Superseded General Decision Number: IL20230009

State: Illinois

Construction Types: Building, Heavy, Highway and Residential

County: Cook County in Illinois.

BUILDING, RESIDENTIAL, HEAVY, AND HIGHWAY PROJECTS (does not include landscape projects).

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- The contractor must pay
  all covered workers at
  least \$17.20 per hour (or
  the applicable wage rate
  listed on this wage
  determination, if it is
  higher) for all hours
  spent performing on the
  contract in 2024.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive Order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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

Modification Number

Publication Date 01/05/2024

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1 02/09/2024 2 02/23/2024

#### ASBE0017-001 06/01/2021

	Rates	Fringes
ASBESTOS WORKER/INSULATOR Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems Fire Stop Technician HAZARDOUS MATERIAL HANDLER includes preparation, wetting, stripping removal scrapping, vacuuming, bagging and disposal of all insulation materials, whether they contain asbestos or not, from mechanical systems	\$ 41.44	30.60 27.85
		27.85
BOIL0001-001 05/01/2021		
	Rates	Fringes
BOILERMAKER	\$ 52.61	33.07
BRIL0021-001 06/01/2016		
	Rates	Fringes
BRICKLAYER	\$ 44.88	26.62
BRIL0021-004 06/01/2017		
	Rates	Fringes
Marble Mason	\$ 44.63	26.83
BRIL0021-006 06/01/2017		
	Rates	Fringes
TERRAZZO WORKER/SETTER TILE FINISHER TILE SETTER	\$ 38.56	25.84 22.10 25.72
BRIL0021-009 06/01/2017		
	Rates	Fringes
MARBLE FINISHER	\$ 33.95	26.03
BRIL0021-012 06/01/2017	<b></b>	<b></b>
	Rates	Fringes
Pointer, cleaner and caulker	\$ 45.42	24.06
CARP0555-001 06/01/2022		

BUILDING, HEAVY, AND HIGHWAY

	Rates	Fringes
CARPENTER Carpenter, Lather, Millwright, Piledriver, and Soft Floor Layer Building	\$ 52.01	38.85
Heavy & Highway	\$ 52.01 	38.85
CARP0555-002 10/01/2023		
RESIDENTIAL CONSTRUCTION		
	Rates	Fringes
CARPENTER	\$ 45.61	35.31
ELEC0009-003 05/28/2023		
	Rates	Fringes
Line Construction Groundman	\$ 46.92	60.91%
Operator		60.91%
ELEC0134-001 06/06/2022		
	Rates	Fringes
ELECTRICIAN	\$ 52.05	39.12
ELEC0134-003 06/05/2023		
	Rates	Fringes
ELECTRICIAN ELECTRICAL TECHNICIAN	\$ 48.66	30.86

The work shall consist of the installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data appatatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment and residential purposes, including but not limited to communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidential conduit.

\* ELEV0002-001 01/01/2024

Rates Fringes
ELEVATOR MECHANIC......\$ 67.84 37.885+a+b

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#### FOOTNOTES:

a) PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving Day; Veterans' Day and Christmas Day.

b) Employer contributes 8% of regular hourly rate as vacation pay credit for employee with more than 5 years of service, and 6% for employee with less than 5 years service

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Building and Residential Construction

		Rates	Fringes
OPERATOR:	Power Equipment		
GROUP	1	\$ 56.60	47.70
GROUP	2	\$ 55.30	47.70
GROUP	3	\$ 52.75	47.70
GROUP	4	\$ 51.00	47.70

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Mechanic; Asphalt Plant\*; Asphalt Spreader; Autograde\*; Backhoes with Caisson attachment\*:Batch Plant\*; Benoto(Requires two Engineers); Boiler and Throttle Valve; Caisson Rigs\*; Central Redi-Mix Plant\*; Combination Backhoe Front Endloader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted)\*; Concrete Conveyor; Concrete Conveyor, Truck Mounted; Concrete Paver over 27E cu. ft.\*; Concrete Paver 27E cu ft and Under\*; Concrete Placer\*; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes\*; Cranes, Hammerhead\*; Cranes, (GCI and similar type Requires two operators only); Creter Crane; Crusher, Stone, etc; Derricks; Derricks, Traveling\*; Formless Curb and Gutter Machine\*; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2 1/4 yd. and over; Hoists, Elevators, Outside Type Rack and pinion and similar Machines; Hoists, One, Two, and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes\*; Hydraulic Boom Trucks; Hydraulic Vac (and similar equipment);Locomotives; Motor Patrol\*; Pile Drivers amd Skid Rig\*; Post Hole Digger; Pre- Stress Machine; Pump Cretes Dual Ram(Requiring frequent Lubrication and Water); Pump Cretes; Squeeze Cretes-Screw Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole Drill\*; Roto Mill Grinder (36"" and Over)\*; Roto Mill Grinder (Less Than 36"")\*; Scoops-Tractor Drawn; Slip-Form Paver\*; Straddle Buggies; Tournapull; Tractor with Boom, and Side Boom; and Trenching Machines\*.

GROUP 2: Bobcat (over 3/4 cu yd); Boilers; Broom, Power Propelled; Bulldozers; Concrete Mixer (Two Bag and over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front End loaders under 2 1/4 cu yd; Aotomatic Hoists, Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted)\*; Rollers; Steam Generators; Tractors; Tractor Drawn Vibratory Roller (Receives an additional \$.50 per hour); Winch Trucks with ""A"" Frame.

<sup>\*</sup> ENGI0150-006 06/01/2023

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GROUP 3: Air Compressor-Small 250 and Under (1 to 5 not to exceed a total of 300 ft); Air Compressor-Large over 250; Combination-Small Equipment Operator; Generator- Small 50 kw and under; Generator-Large over 50 kw; Heaters, Mechanical; Hoists, Inside Elevators (Remodeling or Renovatin work); Hydrualic Power Units (Pile Driving, Extracting, and Drilling); Low Boys; Pumps Over 3"" (1 To 3 not to exceed a total of 300 ft); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu yd)

GROUP 4 - Bobcats and/or other Skid Steer Loaders; Brick Forklifts; Oilers

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Heavy and Highway Construction

	F	Rates	Fringes
OPERATOR:	Power Equipment		
GROUP	1\$	54.80	47.70
GROUP	2\$	54.25	47.70
GROUP	3\$	52.20	47.70
GROUP	4\$	50.80	47.70
GROUP	5\$	49.60	47.70

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant\*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire\*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver\*, Backhoes with Caisson attachment\*, Ballast Regulator, Belt Loader\*; Caisson Rigs\*Car Dumper, Central Redi-Mix Plant\*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft\*; Concrete Placer\*; Concrete Tube Float; Cranes, all attachments\*; Cranes, Hammerhead, Linden, Peco and machines of a like nature\*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling\*; Dowell Machine with Air Compressor (\$1.00 above Class 1); Dredges\*; Field Mechanic Welder; Formless Curb and Gutter Machine\*; Gradall and machines of a like nature\*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted\*; Hoists, one, two, and three Drum; Hydraulic Backhoes\*; Backhoes with Shear attachments\*; Mucking Machine; Pile Drivers and Skid Rig\*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)\*; Rock Drill- Crawler or Skid Rig\*; Rock Drill truck mounted\*; Rock/ Track Tamper; Roto Mill Grinder, (36"" and over)\*; Slip-Form Paver\*; Soil Test Drill Rig, truck mounted\*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader\*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine\*; Trenching Machine; Truck Mounted Concrete Pump with boom\*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.\*; Wheel Excavator\* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft\*

<sup>\*-</sup>Requires Oiler

<sup>\*</sup> ENGI0150-025 06/01/2023

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GROUP 2: Batch Plant\*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backkhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); Drills (all); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed\*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self- propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add \$1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3"" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring

\*Requires Oiler

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IRON0001-026 06/01/2023

	Rates	Fringes
IRONWORKER Sheeter Structural and Reinforcing.	•	43.75 43.75

IRON0063-001 06/01/2023

Rates Fringes

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IRONWORKER, ORNAMENTAL.....\$ 55.01 42.23

IRON0063-002 06/01/2023

Rates Fringes

IRONWORKER

Fence Erector.....\$ 48.48 32.75 \_\_\_\_\_\_

IRON0136-001 07/01/2023

Rates Fringes **IRONWORKER** 

Machinery Movers; Riggers;

Machinery Erectors..... \$ 48.00 42.69 Master Riggers..... \$ 50.50 42.69

LAB00002-006 06/01/2022

Rates Fringes LABORER (BUILDING & RESIDENTIAL) GROUP 1.....\$ 47.40 33.16 GROUP 2.....\$ 47.40 33.16 GROUP 3.....\$ 47.48 33.16 GROUP 4.....\$ 47.50 33.16 GROUP 5.....\$ 47.55 33.16 GROUP 6.....\$ 47.60 33.16 GROUP 7.....\$ 47.63 33.16 GROUP 8.....\$ 47.73 33.16 GROUP 9.....\$ 47.75 33.16 GROUP 10.....\$ 47.85 33.16 GROUP 11.....\$ 47.68 33.16 GROUP 12.....\$ 48.40 33.16

#### LABORER CLASSIFICATIONS

- GROUP 1: Building Laborers; Plasterer Tenders; Pumps for Dewatering; and other unclassified laborers.
- GROUP 2: Fireproofing and Fire Shop laborers.
- GROUP 3: Cement Gun.
- GROUP 4: Chimney over 40 ft.; Scaffold Laborers.
  - GROUP 5: Cement Gun Nozzle Laborers (Gunite); Windlass and capstan person.
- GROUP 6: Stone Derrickmen & Handlers.
  - GROUP 7: Jackhammermen; Power driven concrete saws; and other power tools.
- GROUP 8: Firebrick & Boiler Laborers.
  - GROUP 9: Chimney on fire brick; Caisson diggers; & Well Point System men.
- GROUP 10: Boiler Setter Plastic Laborers.
- GROUP 11: Jackhammermen on fire brick work only.

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GROUP 12: Dosimeter use (any device) monitoring nuclear exposure); Asbestos Abatement Laborer; Toxic and Hazardous Waste Removal Laborers.

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#### LAB00002-007 06/01/2022

	Rates	Fringes
LABORER (HEAVY & HIGHWAY)		
GROUP 1	.\$ 47.40	33.16
GROUP 2	.\$ 47.48	33.16
GROUP 3	.\$ 47.55	33.16
GROUP 4	.\$ 47.68	33.16
GROUP 5	.\$ 47.40	33.16

#### LABORER CLASSIFICATIONS

GROUP 1: Common laborer; Tenders; Material expeditor (asphalt plant); Street paving, Grade separation, sidewalk, curb & gutter, strippers & All laborers not otherwise mentioned

GROUP 2: Asphalt tampers & smoothers; Cement gun laborers

GROUP 3: Cement Gun Nozzle (laborers), Gunite

GROUP 4: Rakers, Lutemen; Machine-Screwmen; Kettlemen; Mixermen; Drun-men; Jackhammermen (asphalt); Paintmen; Mitre box spreaders; Laborers on birch, overman and similar spreader equipment; Laborers on APSCO; Laborers on air compressor; Paving Form Setter; Jackhammermen (concrete); Power drive concrete saws; other power tools.

GROUP 5: Asbestos Abatement Laborers; Toxic and Hazardous Waste Removal Laborers, Dosimeter (any device) monitoring nuclear exposure

#### LAB00002-008 06/01/2022

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 POUNDS	48.40	33.16
16 - 20 POUNDS	48.90	33.16
21 - 26 POUNDS	49.40	33.16
27 - 33 POUNDS	50.40	33.16
34 - AND OVER	51.40	33.16
LABORER (Tunnel and Sewer)		
GROUP 1	47.40	33.16
GROUP 2	47.53	33 <b>.1</b> 6
GROUP 3	47.63	33.16
GROUP 4	47.75	33.16
GROUP 5	47.40	33.16

#### LABORER CLASSIFICATIONS (TUNNEL)

GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers

GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel

setters; Tuggers; Switchmen; Car pusher

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GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers

GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator; skinners; Maintenance technician

GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

#### LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

GROUP 3: Cement carriers; Cement mixers; Concrete repairmen; Mortar men; Scaffold men; Second Bottom men

GROUP 4: Air trac drill operator; Bottom men; Bracers-bracing; Bricklayer tenders; Catch basin diggers; Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welder-burners; Well point systems men

GROUP 5: Asbestos abatement laborer, Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

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LAB00225-001 06/01/2022

	Rates	Fringes
LABORER (DEMOLITION/WRECKING)		
GROUP 1	\$ 42.40	33.16
GROUP 2	\$ 47.40	33.16
GROUP 3	\$ 47.40	33.16

#### LABORER CLASSIFICATIONS

GROUP 1 - Complete Demolition

GROUP 2 - Interior Wrecking and Strip Out Work

GROUP 3 - Asbestos Work with Complete Demolition/Wrecking or Strip Out Work

PAIN0014-001 06/01/2022

	Rates	Fringes
PAINTER (including taper)	\$ 50.30	31.07
PAIN0027-001 06/01/2022		

Rates Fringes

GLAZIER......\$ 48.75 41.32

PLAS0005-002 07/01/2015

	Rates	Fringes
PLASTERER	\$ 42.25	26.65
PLAS0502-001 06/01/2023		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.	\$ 50.75	40.59
PLUM0130-001 06/01/2023		
	Rates	Fringes
PLUMBER	\$ 56.80	36.02
PLUM0597-002 06/01/2023		
	Rates	Fringes
PIPEFITTER	\$ 55.00	38.62
ROOF0011-001 06/01/2023		
	Rates	Fringes
ROOFER	\$ 49.00	28.38
SFIL0281-001 01/01/2024		
	Rates	Fringes
SPRINKLER FITTER	\$ 56.60	34.00
SHEE0073-001 06/01/2022		
	Rates	Fringes
Sheet Metal Worker	\$ 49.10	42.91
SHEE0073-002 06/08/2018		
	Rates	Fringes
Sheet Metal Worker ALUMINUM GUTTER WORK		37.02
TEAM0731-001 06/01/2017		
COOK COUNTY - HEAVY AND HIGHWAY		
	Rates	Fringes
TRUCK DRIVER  2 or 3 Axles	\$ 35.85 \$ 36.05	22.10 22.10 22.10 22.10

#### FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and

Christmas Day.

B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

C. An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

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TEAM0731-002 04/01/2023

Rates Fringes

Traffic Control Device Monitor TRAFFIC SAFETY WORKER: Primary duties include but are not limited to the delivery, maintenance and pick-up of traffic control devices, the set-up and installation of traffic signs, pavement markings, barricades, crash barrels and glare screens, traffic control surveillance, the repair and maintenance trucks, cars, arrow boards, message signs, barricade and sign

fabrication equipment......\$ 40.10 20.95

TEAM0786-001 06/01/2017

COOK COUNTY - BUILDING AND RESIDENTIAL

	Rates	Fringes
TRUCK DRIVER		
2 & 3 Axles	\$ 39.942	0.25+a
4 Axles	\$ 39.75	0.25+a
5 Axles	\$ 39.967	0.25+a
6 Axles	\$ 40.184	0.25+a

#### FOOTNOTES:

a. \$719.00 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

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

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

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

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

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

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

#### \*BUILD AMERICA, BUY AMERICA ACT (BABAA)

- 1. The Build America, Buy America Act (BABA), enacted on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (ITJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference ("Buy America Preference" or "BAP") for federal infrastructure programs. The term "domestic content procurement preference" means a requirement that no amounts made available through a program for Federal financial assistance may be obligated for a project unless:
  - a. all iron and steel used in the project are produced in the United States;
  - b. the manufactured products used in the project are produced in the United States; or
  - c. the construction materials used in the project are produced in the United States.
- 2. Steps developed by HUD must be implemented to ensure that the iron, steel, manufactured products, and construction materials used in a project are produced in the United States. Section 70912, the Act further defines a project to include "the construction, alteration, maintenance, or repair of infrastructure in the United States" and includes within the definition of infrastructure those items traditionally included along with buildings and real property. The term "infrastructure" includes, at a minimum, the structure, facilities, and equipment for, the in the United State:
  - a. roads, highways, and bridges;
  - b. public transportation;
  - c. dams, ports, harbors, and other maritime facilities;
  - d. intercity passenger and freight railroads;
  - e. freight and intermodal facilities;
  - f. airports;
  - g. water systems, including drinking water and wastewater systems;
  - h. electrical transmission facilities and systems;
  - i. utilities;
  - j. broadband infrastructure; and
  - k. buildings and real property.
- 3. CDBG funds awarded under the AGREEMENT are subject to the provisions of the Act, 41 U.S.C. 8301 note. While HUD currently has a waiver of the application of the BAP through HUD's Notice, "General Applicability Waiver of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (87 FR 26219), HUD will begin requiring compliance with BAP for all new funds obligated on or after November 14, 2022, unless covered by a subsequent waiver. Under FR-6331-N-06, HUD has proposed phased implementation of the BAP.

The BAP applies to the following construction materials used in infrastructure projects. Each construction material is followed by a standard for the material to be considered "produced in the United States."

- a. **Non-ferrous metals**. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- b. Plastic and polymer-based products. All manufacturing processes, from initial combination

of constituent, plastic or polymer-based inputs until the item is in a form in which it is delivered to the work site and incorporated into the project, occurred in the United States.

- c. **Composite building materials**. All manufacturing processes, from initial combination of constituent materials until the composite material is in a form in which it is delivered to the work site and incorporated into the project, occurred in the United States.
- d. *Glass*. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- e. *Fiber optic cable*. All manufacturing processes, from the initial preform fabrication stage through fiber stranding and jacketing, occurred in the United States.
- f. *Optical fiber*. All manufacturing processes, from the initial preform fabrication stage through fiber stranding, occurred in the United States.
- g. **Lumber**. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.
- h. **Drywall**. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

Documented evidence proving the iron, steel, manufactured products, and construction materials used in a project are produced in the United States must be provided to the CDC. Examples of evidence include, but are not limited to: documented review of material submittals ensuring proposed covered items are produced in the USA; photos of product labels/stamps and engineering notes from field visits to inspect materials prior to use, confirmed covered items were manufactured in the USA; invoices certifying covered items are manufactured in the USA.

# ADDITIONAL REQUIRED ATTACHMENTS

#### A. APPLICABILITY

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

#### 1. Minimum wages and fringe benefits

All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

#### 2. Frequently recurring classifications

In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

- A. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- B. The classification is used in the area by the construction industry; and
- C. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
  - D. The Administrator will establish wage rates for such

classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

#### 3. Conformance

- A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:
- B. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- C. The classification is used in the area by the construction industry; and
- D. The proposed wage-rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- E. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- F. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to <a href="mailto:DBAconformance@dol.gov">DBAconformance@dol.gov</a>. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- G. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to <a href="mailto:DBAconformance@dol.gov">DBAconformance@dol.gov</a>, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- H. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker, or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

#### 4. Fringe benefits not expressed as an hourly rate

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

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#### 5. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, 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.

**6. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

#### 7. Withholding

A. Withholding requirements

The U.S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### B. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- C. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - D. A contracting agency for its re-procurement costs;
- E. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
  - F. A contractor's assignee(s);
  - G. A contractor's successor(s); or
- H. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

#### 8. Records and certified payrolls

#### 9. Basic record requirements

- **10. Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- **11. Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- **12.** Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) 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 40
- U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- **13.** Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

#### 14. Certified payroll requirements

- 15. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBAor Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system
- **16. Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security

number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at: <a href="https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf">https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf</a> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

- **17. Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
- A. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
- B. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
- C. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- **18.** Use of Optional Form WH-347 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
- **19. Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- **20.** Falsification The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- **21.** Length of certified payroll retention The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- **22. Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

#### 23. Required disclosures and access

**24.** Required record disclosures and access to workers The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29

- CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- 25. Sanctions for non-compliance with records and worker access requirements If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
- **26. Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### 27. Apprentices and equal employment opportunity

28. Apprentices Rate of pay Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable

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program is approved.

- **29. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- **30. Apprenticeship ratio** The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- **31. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
- **32. Equal employment opportunity** The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- **33.** Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- A. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.
- **B.** Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- **C.** Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
  - D. Disputes concerning labor standards. Disputes arising out of

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

#### E. Certification of eligibility.

- i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.
- **F. Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

#### 34. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

- **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 shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- **B.** Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for

liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

#### 35. Withholding for unpaid wages and liquidated damages

- A. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
- **B.** Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
- i. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - ii. A contracting agency for its re-procurement costs;
- iv. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
  - v. A contractor's assignee(s);
  - vi. A contractor's successor(s); or
- vii. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- **C.** Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.
- **D. Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- 36. CWHSSA required records clause In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the
- **37.** Incorporation of contract clauses and wage determinations by reference Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- **38.** Incorporation by operation of law The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

#### **39. HEALTH AND SAFETY**

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds \$100,000.

A. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary,

hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

- B. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- C. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

# COOK COUNTY CONTRACT COMPLIANCE SPECIAL PROVISIONS FOR MINORITY AND WOMEN BUSINESS ENTERPRISE

#### Responding to a Bid for Proposal

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due.

#### Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subcontractors, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

#### Letter of Intent (LOI)

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

#### Petition for Partial or Full Reduction of Participation

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

The recommended goal is 24% Minority-owned Business Enterprise (MBE) and 10% Women-owned Business Enterprise (WBE). The 35% Disadvantaged Business Enterprise (DBE) goal is optional.

Cook County's Contract and Compliance link to the Utilization Plan, Letter of Intent (LOI) and Petition for Partial or Full Reduction of Participation forms are as follows:

https://www.cookcountyil.gov/service/contract-documents

# REQUIRED CERTIFICATIONS

#### **Equal Employment**

## U.S. Department of Housing and Urban Development

#### **Department of Veterans Affairs**

**Opportunity Certification** 

Excerpt From 41 CFR §60-1.4(b)

Office of Housing Federal Housing Commissioner

OMB Control No. 2502-0029 (exp. 9/30/2016)

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employ- ment, upgrading, demotion, or transfer; recruitment or re- cruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agree-ment or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be can-celed, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Govern-ment contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcon-tract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

**Provided**, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **Excerpt from HUD Regulations**

200.410Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the con-struction, repair or rehabilitation work for the mortgagor or other borrower

200.420Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:
  - During the performance of this contract, the contractor agrees as follows:
  - (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensured that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employ-ment, notices to be provided setting forth the provisions of the nondiscrimination clause.
  - (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.
  - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargain- ing agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
  - (4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

- (5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amende, and such other sanctions may be imposed and remedies invoke s provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as other- wise provided by law.
- (7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vender. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vender as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

200.425Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:
  - (1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.
  - (2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;
  - (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States in involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;
  - (4) Contracts for the sale of Government property where no appreciable amount of work is involved; and
  - (5) Contracts and subcontracts for an indefinite quantity which are not to extend for ore than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

#### 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 of 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 files 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 bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

#### **CERTIFICATION BY BIDDER**

Bidde	r's Name:
Addre	ess and Zip Code:
1.	Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.  Yes No (If answer is yes, identify the most recent contract)
2.	Compliance reports were required to be filed in connection with such contract or subcontract.  Yes No (If answer is yes, identify the most recent contract)
3.	Bidder has filed all compliance reports due under applicable instructions, including SF-100.  Yes No None Required
4.	If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.
Certif belief	ication – The information above is true and complete to the best of my knowledge and
(Nam	e and Title of Signer – please type)
Signa	ture Date

**HUD 4238** 

#### Certification Regarding Debarment and Suspension

## Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- 1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
- b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtain-ing, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Certification (A)

- 1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

- 4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.
- 6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

### Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Certification (B)

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this trans- action originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official	Title	

#### 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 Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of 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 of Lobbying Activities," 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 \$10,00 0 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Prefix:	Middle Name:  Suffix:
* Title:	
* SIGNATURE:	* DATE:

# **APPENDIX B**

(Capital Davis Bacon Construction Packet)



# COOK COUNTY DEPARTMENT OF PLANNING AND DEVELOPMENT



**Community Development Block Grant Program** 

# DAVIS-BACON CONSTRUCTION PACKET

# DAVIS-BACON FORMS FOR CONTRACTORS & SUBCONTRACTORS WITH CONTRACTS OVER \$2,000

(1)	CONTRACTOR AFFIRMATIVE ACTION PLAN
(2)	CONTRACTOR & SUBCONTRACTOR CERTIFICATIONS
(3)	CONTRACT & SUBCONTRACT ACTIVITY FORM (HUD-2516) (This document may be required prior to construction completion.)
(4)	WEEKLY PAYROLL & STATEMENT OF COMPLIANCE (A completed "Certified Payroll Review Form" must be attached to each payroll submitted.)
(5)	RECORD OF EMPLOYEE INTERVIEW FORM (HUD-11) (During the course of construction, each required interview must be completed by th Subrecipient or their designated representative.)

All required CDBG Davis-Bacon documentation and certifications are to be completed and submitted to the Subrecipient or their designated Representative (Engineer, Consultant, Architect, etc.), prior to project and construction completion. No funds will be disbursed until all required documentation is approved.



## COOK COUNTY GOVERNMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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

To:					Date			-	
	CDBG Project Number								
Project	Name:								
1.	The undersigned, having executed a contract with for the construction of the above identified project, acknowledges that:  (a) The Labor Standards provisions are included in the aforesaid contract;  (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.								
2.	desig Sect Sect	her he gnated ion 5.6 ion 3a)	nor any firm as an ineligi (b) of the Re of the Davis	ble contractor egulations of s-Bacon Act,	r by the Comptro the Secretary of as amended ((40	oller Gene Labor, Pa U.S.C. 2	e/she has substantial interest is eral of the United States pursuant 5 (29 CFR, Part 5) or pursuant 5(276-2(a)).	ant to ant to	
	such has a	subco substa	ntractor or a	ny firm, corpost is designate	oration, partners	hip or ass	sociation in which such subcontor pursuant to any of the		
3.	He/She agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his/her subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.								
4.	He/She certi	fies tha	nt:						
	(a) The	legal n	ame and the	business add	ress of the under	rsigned ar	re:		
Nam	ie								
Busi	ness Addre	SS							
(b)	$ \begin{array}{ccc}  & (2) \\  & (3) \end{array} $	) A SIN ) A PA ) A CC	NGLE PROF RTNERSHI PRPORATIO		ZED IN THE ST	ΓΑΤΕ OF	·		
(c)	The name,	title an	d address of	the owner, p	artners or officer	rs of the u	undersigned are:		
	NAN	ИE			TITLE		ADDRESS		
	1,711								

NAME	TITLE	NATURE OF INTEREST
The names, addresses and trad	e classifications of all other buil	lding contractors in which the undersigned
a substantial interest are (If none, so	o state):	
NAME	TITLE	TRADE OF CLASSIFICATION
NAME	TITLE	TRADE OF CLASSIFICATION
		(Contractor)
		,
	_	
	By:	

The names and addresses of all other persons, both natural and corporate, having a substantial interest in

the undersigned and the nature of the interest are (*If none, so state*):

#### **WARNING**

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

#### COOK COUNTY GOVERNMENT

#### COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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

CDDC PROJECTALL COER	
CDD C DD C IECT VIII (DED	
CDBG PROJECT NUMBER	PROJECT NAME
1. The undersigned, having executed a con	ntract with
The unaviolation, having encoured a con-	(Contractor or Subcontractor)
	for
	In the amount of \$
In the construction of the above-identified	project, certifies that:
(a) The Labor Standards Provisions	of The Contract for Construction are included in the aforesaid contract.
ineligible contractor by the Comp	ion, partnership or association in which he has a substantial interest is designated as an otroller General of the United States pursuant to Section 5.6(b) of the Regulations of the R, Part 5), or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C.
firm, corporation, partnership or	ontract has been or will be subcontracted to any subcontractor if such subcontractor or an association in which such subcontractor has a substantial interest is designated as an the aforesaid regulatory or statutory provisions.
	contractor, for transmittal to the recipient, within ten days after the execution of any low ation Concerning Labor Standards and Prevailing Wage Requirements, executed by the
(a) The workmen will report for duty	
3. He certifies that:	(Date)
(a) The legal name and the business ac	ddress of the undersigned are:
(b) The undersigned is:	
(1) A SINGLE PROPRIETORSE	IIP: (3) A CORPORATION ORGANIZED IN THE STATE OF:
(2) A PARTNERSHIP:	(4) OTHER ORGANIZATION (Describe)
(c) The name, title and address of the	owner, partners or officers of the undersigned are:
NAME	TITLE ADDRESS

NAME	he interest are (If none, so state):  ADDRESS	NATURE OF INTEREST
TVIVIE	TIDDRESS	TWITCHE OF INTEREST
( ) TPI 11 11		
(e) The names, addresses and the second seco	trade classifications of all other building cor	istruction contractors in which the
undersigned has a substantial in NAME	ADDRESS	TRADE CLASSIFICATION
NAME	ADDRESS	TRADE CLASSIFICATION
(Subc	ontractor)	
(Subco	ontractor)	
(Subce	ontractor)	
(Subco	ontractor)	

#### <u>WARNING</u>

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.

GPO 898-444

#### **Instructions for HUD Form 2516**

This report is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs:

Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multifamily Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be completed for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3. A Section 3 Contractor/subcontractor is a business concern that provides economic opportunities to low and very low-income residents of the metropolitan area (or non-metropolitan county), including a business concern that is 51% or more owned by low-income residents; or provides subcontracting or business development opportunities to businesses owned by low or low-income residents. Low and very low-income residents; include participants in Youth build programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary, with adjustments for smaller an larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income families (including single persons) whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the secretary may establish income ceilings higher or lower than 50% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Submit two (2) copies of this report to your local HUD Office within ten (10) days after the end of the reporting period you checked in item 4 on the front. Complete item 7h. Only once for each contractor/subcontractor on each semi-annual report.

Enter the prime contractor's ID in item 7f for all contracts and subcontracts. Include only contracts expected during this reporting period. PHAs/IHAs are to report all contracts/subcontracts.

#### **Instructions for HUD Form 2516, continued**

#### **Community Development Programs**

- 1. Grantee: Enter the name of the unit of government submitting this report.
- **3.** Contact Person: Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.
- **7a. Grant Number:** Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.
- **7b. Amount of Contract/Subcontract:** Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.
- 7c. Type of Trade: Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number is provided in 7f., the type of trade code would be for the subcontractor only and not for the prime contractor.

The "other" category includes supply, professional services and all other activities except construction and education/training activities.

7d. Business Racial/Ethnic/Gender Code: Enter the numeric code which indicates the racial/ethnic/gender character of the owner(s) and controller(s) of 51% of the business.

When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not to the prime contractor.

- 7e. Woman Owned Business: Enter Yes or No.
- 7f. Contractor Identification (ID) Number: Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.
- **7g. Section 3 Contractor:** Enter Yes or No.
- **7h. Subcontractor Identification (ID) Number:** Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.
- 7i. Section 3 Contractor: Enter Yes or No.
- 7j. Contractor/Subcontractor Name and Address: Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.

Contract and Subcontract Activity  U.S. Department of Housing					g and Urban D	an Development         OMB Approval No.: 2577-0088           OMB Approval No.: 2502-0355											
					, including the time for reviewing s a currently valid OMB Control		searching existing d	ata sources, ga	thering and	maintaining the data need	ded, and co	mpletin	g and reviewing the	collection of information	on. The Informa	ntion is volu	ntary.
•	inority business er	nterprise (MBE)	goals. The De	partment requires the inf	cloped by each Federal Agency a formation to provide guidance and		-		-				-		_		
Privacy Act Notice = The U United States Department of					Housing Administration, is authorized or permitted by Law.	zed to solicit	the Information req	uested in this fo	orm by virt	ue of Title 12, United St	ates Code,	Section	n 1701 et seq., and n	egulation. It will not b	be disclosed or r	elesed outsi	de the
Grantee/Project Owner/De	veloper/Sponsor/I	Builder/Agency									Check	if:	2. Location (City,	State Zip Code)			
											PH						
											IH CPD						
											Housing		S				
3a. Name of Contact Person				3b. Phone Number (Includ	ding Area Code)	4. Reportin		ept. 30 (Annual	l-FY)	5. Program Code (Not app See explanation of Codes separate sheet for each pro	olicable for C at bottom of			6. Date Submitted to I	Field Office		
Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc. 7a.	Amount of Contract or Subcontact 7b.	Type of Trade Code (See below) 7c.	Contractor or Subcontractor Business Racial/Ethnic (See below) 7d.	Woman Owned Business (Yes or No) 7e.	Prime Contractor Identification (ID) Number 7f.	Sec. 3	Subcontractor Identification (ID) Number 7h	Sec. 3	)		Co	ontracto	r/Subcontractor Nai 7j.	me and Address			
										Name		St	reet	City		State	Zip
	7c: Type of Trade Codes:		7d: Racial/Ethnic Codes:			5: Program Codes (Complete for Housing and F					Indian Housing prog	grams only):					
CPD:			Housing/Public			1 = White A				1 = All Insure		Section8		5 = Section 202			
1 = New Construction		1 = New Constru		6 = Professional		2 = Black Ar				2= Flexible Su				6 = HUD-Held (Manage			
2 = Education/Training		2 = Substantial I	Rehab.	7 = Tenant Services		3 = Native A				3 = Section 8			DA	7 = Public/India Housin	ng		
3 = Repair   8 = Education/Training   4 = Hispanic Americans   4 = Insured (Management)   8 = Section 811     4 = Service   9 = Arch/Engrg. Appraisal   5 = Asian/Pacific Americans   9 = Arch/Engrg. Appraisal   9 = Arch/Engrg																	
		5 = Project Mang	gt.	9 = Arch./Engrg. Appraisa 0 = Other		6 = Hasidic J											
Previous editions are obsolete.													,	form <b>HUD-2516</b> (8/	/98)		

Previous editions are obsolete.

#### MAKE CERTAIN ALL PAYROLLS CONTAIN THE FOLLOWING:

- 1. Manual signature on back of payroll.
- 2. Statement of Compliance completed on back of payroll.
- 3. Appropriate block is checked regarding payment of fringe benefits.
- 4. Show a breakdown on trades in remarks on back of payroll, base rate and fringe benefits.
- 5. Payrolls are numbered. First payroll is No. 1 and continue. Mark last payroll "FINAL" and numbered.
- 6. Days and dates appear under Item 4.
- 7. Subcontractor's name and address on top of line.
- 8. Project number (upper right hand corner), name and location.
- 9. Workman's address and social security number appears on the first payroll on which the name appears.
- 10. Fill in Classification in No. 3 and include Class, Type, Size, etc. of power equipment operated.
- 11. Note in column 3 if workman is an apprentice, and furnish proof to HUD-FHA.
- 12. Make sure net wages, gross wages and deductions are shown.
- 13. The new "Certified Payroll Review Form" must be completed and attached to each payroll. The payroll number, week ending and reviewers signature is required.

#### **NOTE: INCOMPLETE PAYROLLS ARE UNACCEPTABLE!**

Contractors Payroll checklist

1. Make certain all item in the heading are completed, including payroll number and project number. Also

	review reverse side of Form to make certain proper block is checked and signature is affixed.
2.	Specify the name, full address (including zip code) an social security number for each employee the first time such an employee is listed on a Payroll report. If employees with identical names are shown on payrolls, provide social security numbers on each payroll to distinguish these employees.
	If payrolls are typed, we suggest you make a "master" listing of each employee, address, city, state, zip code and social security number. Reproduce from the "master" payroll for each week ensuring each week of work is numbered sequentially. For those employees who did not work during a particular week, just draw a line though the entry by their names and write "no work."
	Except for the work ending column, the date and days worked and the payroll report number, hours worked and pay information, everything else is preprinted.
	Payrolls may be completed in dark lead #2 pencil or pen, but they must be legible. Illegible payrolls which are difficult to read are unacceptable.
	Payrolls must be signed in ink, they are unacceptable when signed in pencil.
3.	For equipment operators and truck drivers, include a brief but clear description of the equipment the employee is operating. (This is to be shown on each payroll report.)
4.	Show the hours and wages actually worked on the subject project separate from the employees total wages for the week. To illustrate: "Joe Doe" (see Example 4) worked on the project 18 hours and on other projects for the same contactor 22 hours. $(18 \times \$6.45 = \$116.10 \text{ earned this project }\$239.30 \text{ gross amount earned all projects})$ . Circle hours, rate and gross amount on HUD job. State on the bottom of the first Payroll report that "circled hours represent hours worked on HUD job."
	The net amount shown on Payroll report must represent the check amount. If the employee is paid a separate check for work performed on the HUD job, it is not necessary to provide information about work or salary paid on other jobs, but the check received by the employee must agree with the amount shown on the certified payroll report.
5.	Fringe Benefits: Fringe benefits (if shown on the wage determination) must be paid (in cash, to a trust, plan or fund) for each hour worked.
	When fringe benefits are sent to an approved program, (trust, plan or fund) they need not be included in the rate of pay. Example 5 - Cement Mason, Mr. John Johnson, receives \$5.90 per hours, an additional \$0.66 is being sent to an approved plan – indicated by marking box (a) of paragraph (4) on the Statement of Compliance (reverse side of payroll form).

(fringe) - \$6.56 – indicated by marking box (b) of paragraph (4) on reverse side of payroll.

Cement Mason, Mr. Bill Thomas, receives the fringe benefits required in cash – the total rate of pay shown must be equal to the wage rate for the classification plus fringe benefits. The \$5.90 (wage rate) plus \$.066

- 6. When an individual performs work on the project in more than one classification within the same work week, have that individual sign the payroll report by his name or submit a copy of his time card with the payroll report. (If a lower rate of pay per hour is applicable).
- 7. When a bonified subcontractor works on the job, he/she shall be listed on the payroll as <u>owner</u> and show his/her daily and total hours for the week. I.M. Boss (see example 7). If the subcontractor has no employees and performs alone on the project, he/she will submit weekly payrolls showing daily and total hours worked. When two or more working owner/operators (partners, co-owners, corporation officers, etc.) perform work on the project they must show daily and total hours worked (always show exact work classification.)
- 8. Apprentices/Trainees: Submit an Apprenticeship or Trainee Certification with the payroll report on which apprentice or trainee if first reported. Indicate step of apprenticeship or trainee and what percentage of the journeyman wage he is receiving. (see Example 8)
- 9. It is the General Contractor's responsibility to submit correct payrolls. The General Contractor should therefore compare the wage rate shown on each Subcontractor's payroll with the required rate shown on the wage determination for this project. If there are underpayments, restitution should be required and the payroll report corrected prior to submitting it to the HUD office or contracting agency.
  - Deductions must be identified; you must specify what each deduction is for. You cannot lump-sum deductions under "other". The reviewer must ensure deductions are "authorized" such as insurance, vacation, health benefits, etc. For other deductions such as "Union Dues", Credit Unions, monetary advances, or deductions for tool purchases, employee authorization statements are required. A statement from each employee authorizing the deduction be made for a specific purpose should be filed with the HUD office or contracting agency.
- 10. Payroll Form: Contractors are urged to use the Department of Labor (DOL) Form WH-347, Payroll. The text of the "weekly statement with respect to the payment of wages," which is required by regulations of the Secretary of Labor, appears on the reverse side of this optional form. A contractor may use a computerized payroll document or a payroll form of his/her own choosing as long as it contains essentially the same information required on the front and back of the WH-347 Payroll Form. For example, contractors may choose to submit their own payroll form each week and fill out only the back of the WH-347 Payroll Form, or WH-348 which is the required "Statement of Compliance."
- 11. In the event any contractor sees he will be employing a trade for which a wage rate is not listed on the wage determination, it should be brought immediately to the attention of the contracting agency so that a wage rate determination for that trade can be made at the earliest possible date. A HUD 4230A (Optional Form) should be completed so that a rate can be established (see Example).
- 12. Submission of Payrolls: Each contractor or subcontractor shall submit to the contracting agency a completed payroll for each work week from the time he begins work on a project until work it is completed. All payrolls are to be numbered sequentially (starting with Number 1), and "final payrolls shall be identified accordingly. If no work is performed on the project during a given period, on the next performance payroll, state: "No work performed from pay period ending \_\_\_\_\_\_ through \_\_\_\_\_."
- 13. Payroll must be signed by an officer of the company or an individual who has been "authorized" to do so by an officer of the company.
- 14. Overtime: Overtime provisions for work performed over 40 hours per work week is computed at one and one-half (1 ½) times the basic rate of pay paid by the contractor. Fringe benefits are not included in the computation of overtime.

15. Additional Classifications: All laborers or mechanics need be classified in one of the listed classifications on the wage decision. If one is missing, please complete the attached HUD 4230A.

Note: The PRIME Contractor and originating SUBCONTRACTOR must maintain a copy of all documents submitted to HUD or the contracting agency. This is required.

Wage and Hour Division (WHD)

Instructions for Completing Payroll Form, WH-347

WH-347 (PDF) OMB Control No. 1235-0008, Expires 01/31/2015.

General: Form WH-347has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct, complete and each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits.

Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

#### Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deductions are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

#### Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

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Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.



## CERTIFIED PAYROLL REVIEW FORM

(Cook County Department of Planning and Development)

	PROJECT TITLE:	
CONTRACTOR:		
JBCONTRACTOR:		
PAYROLL NO.:	WEEK ENDING:	
I have reviewed the Co	ertified Payroll(s) specified above for the	e above referenced project.
Based on my review, to Cook County.	he wages paid meets the current Federa	Prevailing Wage for
PROJECT MANAGER:		
(Subrecipient/Engineer)	Reviewer's Signature	Date
PROJECT MANAGER:	County Signature	
I KOJECI MANAUEK.	~	 Date

#### U.S. Department of Labor Wage and Hour Division

#### PAYROLL



(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR OR SUBCONT	RACTOR [								ADDRESS							OMB No.: 1215-0 Expires: 12/31/20	
PAYROLL NO. FOR WEEK ENDING				PR	PROJECT AND LOCATION PROJECT OR CONTRACT N						T NO.	T NO.					
(1)	(2) SNO	(3)			(3)	(4) DAY AND DATE		(5	(5) (6)		(7)	(8) DEDUCTIONS				(9) NET	
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO.OF WITHHOLDING EXEMPTIONS	WORK CLASSIFICATION	01.08	HOURS V	WORKED	EACH DAY	TOT Y HOL	TAL JRS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH- HOLDING TAX			OTHER	TOTAL	WAGES
			o s														
<del>a</del>	1-3		o		22-5	1 13											
eg			9														
			9	++	-	+		+									
a	20 30		o													1	
			s														
			0	++		-		+									
er e	20 20		0														
			s														
			o s	+++	-	-		+									
			0														
			s														

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week," U.S. Department of Labor (DCL) and playordist to the Federal agency contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information to determine that employees have received legacy to the wages and fringe benefits.

#### Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments reparding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date		(b) WHERE FRING	SE BENEFITS ARE PAID I	N CASH
I,(Name of Signatory Party) do hereby state:  (1) That I pay or supervise the payment of the persons en	(Title)	a: b:	s indicated on the payroll,	sted in the above referenced payroll has been paid, an amount not less than the sum of the applicable the amount of the required fringe benefits as listed ofted in section 4(c) below.
(Contractor or Subcontractor)	on the	EXCEPTION	ON (CRAFT)	EXPLANATION
(Building or Work)	during the payroll period commencing on the			
day of, and ending the	day of			
all persons employed on said project have been paid the full been or will be made either directly or indirectly to or on behalf	weekly wages earned, that no rebates have			
(Contractor or Subcontractor	from the full			
		7		
weekly wages earned by any person and that no deductions from the full wages earned by any person, other than permissis 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor unde 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), ar	ole deductions as defined in Regulations, Part or the Copeland Act. as amended (48 Stat. 948.			
	<del></del>			
(2) That any payrolls otherwise under this contract require correct and complete; that the wage rates for laborers or mechapplicable wage rates contained in any wage determination classifications set forth therein for each laborer or mechanic complete.  (3) That any apprentices employed in the above proper apprenticeship program registered with a State apprentice. Apprenticeship and Training, United States Department of Laborate, are registered with the Bureau of Apprenticeship and Training.	nanics contained therein are not less than the non incorporated into the contract; that the inform with the work he performed.  eriod are duly registered in a bona fide ship agency recognized by the Bureau of port or if no such recognized agency exists in a	REMARKS:		
(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APP	ROVED PLANS, FUNDS, OR PROGRAMS	NAME AND TITLE		SIGNATURE
the above referenced payroll, payment	es paid to each laborer or mechanic listed in s of fringe benefits as listed in the contract opriate programs for the benefit of such (c) below.		OR CRIMINAL PROSECUTION.	VE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE

## Record of Employee Interview Instructions

#### U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards

OMB Approval No. 2501-0009 (exp. 12/31/2024)

#### Instructions

#### General:

This form is to be used by HUD and local agency staff for recording information gathered during on-site interviews with laborers and mechanics employed on projects subject to Federal prevailing wage requirements. Typically, the staff that will conduct on-site interviews and use this form are HUD staff and fee construction inspectors, HUD Labor Standards staff, and local agency labor standards contract monitors.

Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

Note that the interview itself and the information collected on the form HUD-11 are considered confidential. Interviews should be conducted individually and privately. All laborers and mechanics employed on the job site must be made available for interview at the interviewer's request. The employee's participation, however, is voluntary. Interviews shall be conducted in a manner and place that are conducive to the purposes of the interview and that cause the least inconvenience to the employer(s) and the employee(s).

#### Completing the form HUD-11:

Items 1a - 1c: Self-explanatory

Items 2a - 2d: Enter the employee's full name, a telephone number where the employee can be reached, and the employee's home address. Many construction workers use a temporary address in the locality of the project and have a more permanent address elsewhere from which mail may be forwarded to them. Obtain a more permanent address, if available. Ask the employee for a form of identification (e.g., driver's license) to verify their name.

Items 3a - 4c: Enter the employee's responses. Ask the employee whether they have a pay stub with them; if so, determine whether the pay stub is consistent with the information provided by the employee.

Items 5 – 7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g., Carpenter, Electrician, Plumber) – responses such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8 - 12b: Self-explanatory

Items 13 – 15c: These items represent some of the most important information that can be gathered while conducting on-site interviews. Please be specific about the duties you observed the employee performing. It may be easiest to make these observations before initiating the interview. Please record any comments or remarks that may be helpful. For example, if the employee interviewed was working with a crew, how many workers were in the crew? Was the employee evasive?

The level of specificity that is warranted is directly related to the extent to which interview(s) or other observations indicate that there may be violations present. If interviews indicate that there may be underpayments involving a particular trade(s), the interviewer is encouraged to interview as many workers in that trade(s) that are available.

Items 16 – 17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Item 18: Please place here any additional information you may want to document or continuing information from other lines that do not fit in their block space.

Once the corresponding certified payroll reports are received, the information on the HUD-11 shall be compared to the payroll reports. Any discrepancies noted between the HUD-11 information and that on the payroll report shall be noted in Item 16, Remarks. If discrepancies are noted, follow-up actions to resolve the discrepancies must be taken.

## Record of Employee Interview

## U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards

OMB Approval No. 2501-0009

(exp. 12/31/2024)

The public reporting burden estimate for this collection of information is 15 minutes per response on average. This includes reviewing instructions, searching existing data sources, gathering, and maintaining the data, and completing the collection of information. This information may not be collected, nor are you required to provide, the information requested unless it displays a currently valid OMB control number. The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers. The information collected assists HUD in compliance monitoring of Federal labor standards. Any information collected is covered by the Privacy Act of 1974 and by 29 CFR 5.6(a)(5). Individuals and agencies collecting this information must maintain these records in a manner that protects the individuals on whom the information is maintained. The information collected herein is voluntary, and any information provided shall be kept confidential, but failure to provide the information collected may delay enforcement of any possible Federal labor standards violations if the information would have identified any. Comments concerning this burden statement, or this collection should be sent to: National Director, Office of Davis-Bacon and Labor Standards, 451 7th Street SW. Room 7108, Washington, DC 20410. When providing comments, please refer to OMB Approval 2501-0009

Pursuant to 5 U.S.C. § 552a(e)(3), this Privacy Act Statement serves to inform you of the following concerning the collection of the information on this form.

- A. AUTHORITY: Collection of the information solicited on this form is authorized by the Davis-Bacon Act as promulgated through Department of Labor Regulations under 29 CFR Part 5.

  B. PURPOSE: The primary purpose for soliciting this information is to determine if the wages paid by an employer on a project covered by the Davis-Bacon Act are in compliance with federal labor standards.
- C. ROUTINE USES: The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers on topics related to wages paid on the project. The information is reviewed by HUD authorized personnel to ensure compliance with Federal labor standards under the Davis-Bacon Act on covered projects. If violations are found, the information collected is used to conduct enforcement actions to ensure restitution is paid to workers of covered projects are paid projects are paid projects. The property of the project is a possible to provide the project of the project is a possible to provide the project of the project is a possible to provide the project of the project of
- D. CONSEQUENCES OF FAILURE TO PROVIDE INFORMATION: The information collection is voluntary. Refusing to give information will not impact your status with your employer or the government. Failure to provide the information will limit the ability of HUD to determine if you were paid proper wages under the Davis-Bacon Act, and will limit the ability for HUD to seek restitution for you in the event a violation is found.

1a. Project Name			2a. Employee Name						
1b. Project Number			2b. Employee Phone Number (including area code)						
1c. Contractor or Subco	ontractor (Employer)		2c. Employee Home Add	dress & Zip Code					
			2d. Verification of identifi	cation?					
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?  Vacation Yes  Medical Yes  Pension Yes	No No No	4c. Pay Yes	stub? No		
5. Your job classification	n(s) (list all) continue in	block 18 if necessary							
6. Your duties continu	ue in block 18 if necessar	у							
7. Tools or equipment u	sed continue in block	18 if necessary							
8. Are you an apprentice	e or trainee? Yes	No 10. Are you p	paid at least time and ½ for a	Il hours worked in excess	of 40 in a weel	k? Yes	No		
9. Are you paid for all ho	ours worked? Yes	No 11. Have you	ever been threatened or co	erced into giving up any pa	art of your pay	? Yes	No		
12a. Employee Signatur	re		12b. Date						
13. Duties observed by	the Interviewer (Please b	e specific.)							
14. Remarks continu	e in block 18 if necessary								
15a. Interviewer Name (	(Please Print)	15b. Signature of Inter	viewer		15c. Date of Ir	nterview			
Payroll Examin	ation	•			•				
16. Remarks continue	e in block 18 if necessary								
17a. Signature of Payro	II Examiner			17b. Date					

Previous editions are obsolete Form HUD-11 (12/2021)

# EQUAL EMPLOYMENT OPPORTUNITY FORMS FOR CONTRACTORS & SUBCONTACTORS WITH

## **CONTRACTS OVER \$10,000**

- (1) CONTRACTOR'S NOTIFICATION OF SUBCONTRACTS AWARDED
- (2) CONTRACTOR'S LIST OF FEDERAL & NON-FEDERAL WORK IN BID CONDITION AREAS

The "Notification of Subcontractors Awarded" and "Contractor's List of Federal & Non-Federal Work in Bid Condition Areas" are to be completed and submitted to the Subrecipient or their designated representative (Engineer, Consultant, Architect, etc.), prior to project and construction completion.



## **Suggested Format**

## **Contractors Notification of Subcontracts Awarded**

Location:		<u>Genera</u>	al Contractor's Name:	·
Month of:		CDBG	Project Number:	
		E	Estimated	
Subcontractor's Name	Dollar Amount	Starting Date	Completion Date	Crafts to be Used
(1)				
(2)				
(3)				
(4)				
(5)				
(6)				
(7)				
(8)				
(9)				
(10)				
(11)				

### CONTRACTOR'S LIST OF FEDERAL AND NON-FEDERAL WORK IN BID CONDITION AREAS

BID CONDITION AREA:	CONTRACTOR'S NAME& NUMBER:											
I. Federally-Assisted Contracts												
Responsible Federal Agency	Project Name & Location*	Contract/Project Number	Dollar Amount	Percent Complete	Projected Completion Date							
(1)												
(2)												
(3)												
(4)												
(5)												

#### **II. Non-Federal Contracts**

Project Name & Location	Contract/Project Number	Dollar Amount	Percent Complete	Projected Completion Date
(1)				
(2)				
(3)				
(4)				
(5)				

<sup>\*</sup>LOCATIONS MUST INCLUDE CITY AND STREET ADDRESS

## SECTION 3 FORMS FOR CONTRACTORS &

### SUBCONTRACTORS WITH CONTRACTS

### OVER \$200,000

- (1) PRELIMINARY STATEMENT OF WORKFORCE NEEDS
- (2) SECTION 3 FINAL RULE REPORT (Only complete if the project received funding over \$200,000.00)
- (3) SECTION 3 REQUIRED CERTIFICATIONS
  - \*Section 3: Acknowledgement of Compliance Requirements
  - \*Section 3: Compliance Certification
  - \*Section 3: Employer Self-Certification Checklist
  - \*Section 3: Employee Self-Certification Checklist

### BUILD AMERICA, BUY AMERICA (BABA) FOR

## CONTRACTORS & SUBCONTRACTORS WITH

## CONTRACTS OVER \$250,000

#### BUILD AMERICA, BUY AMERICA (BABA)

(All iron, steel, manufactured products, and construction materials used for the project are produced in the United States.)

To ensure full compliance with the CDBG Program, copies of the reports and completed forms must be submitted to the Subrecipient or their designated representative (Engineer, Consultant, Architect, etc.), prior to project and construction completion.

<sup>\*</sup>Build America, Buy America Act: Employer Self-Certification

## PRELIMINARY STATEMENT WORK FORCE NEEDS

Municipality or Contractor's Name	
Address and City	
Doto	

EMPLOYMENT	OCCUPIED PERMANENT POSITION				VACANT POSITIONS**			*Minority	
CLASSIFICATION	TC	TAL	MINO	ORITY*	TO	ΓAL	MIN	ORITY	African-American Hispanic
	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	Asian
CONSTRUCTION:									Native American
Foreman									
Journeymen									
Apprentices									**Show Section 3 lower income
Labors									residents only under the Grand Total vacant positions slanted line
GRAND TOAL									vacant positions stanted fine
NON-									
CONSTRUCTION***									***To be used by municipalities and
Administrators									service contractors, such as
Professionals									engineering, consulting firms and
Technicians									other similar firms.
Clerks									
Labors									
GRAND TOAL									

Submitted By:	
(Official respon	sible for filling out this form)
	,
	Phone:

#### **SECTION 3 - FINAL RULE REPORT**

Section 3 ensures employment and other economic opportunities generated by the HUD financial assistance goes, to the greatest extent feasible, toward Low-and very low-income persons and businesses. Section 3 applies to HUD-provided Housing (HOME/HTF), Community Development and Public Housing Programs.

Recipient Name & Address (street, city, state, zip):	Federal Identification/grant no.:	Total Amount of Award:
	pl	
Contact Person:	Phone:	Email:
Program Name:	Reporting Period:	Length of Grant:
Date Submitted:		

### Part I Information Regarding Agency Employment

Complete the table below for contracts/subcontracts or agency's receiving \$200,000 or more of HUD financial assistance for this project. Please report labor hours generated in connection with this HUD-provided housing (HOME/HTF), community development, and public housing projects. Include labor hours for part-time and full-time positions, along with contractor, subcontractors and agency staff working on this project. Contracts, subcontracts or agencies receiving a \$100,000.00 or more for Lead Hazard Control Projects must also report.

Section 3 - Reporting Form:

	Hour	Calculated Percentage	Safe Harbor Benchmark Met (Yes or No)	Benchmarks
Total Labor Hours		rereentage	Mee (res of No)	
# of Labor Hours of Section 3 Workers				5%
# of Labor Hours of Targeted Section 3 Workers				25%

**Section 3 Worker:** Any worker who currently fits, or when hired within the past five years, fit a least one of the following criteria:

- Low- or very low-income (as established by HUD's income limits)
- Employed by a Section 3 business concern\*
- A Youth Build participant

**Targeted Section 3 Worker:** A Section 3 Worker who resides within the project's neighborhood or service area, defined as:

- o one-mile radius of project site, or
- o if area population <5,000, up to a radius containing 5,000 people.

\*Section 3 Business Concern: Businesses that meet one of the following criteria (in the last 6 months):

- At least 51% owned and controlled by low-income or very low-income persons.
- Over 75% of labor hours are performed by Section 3 Workers.
- At least 51%, owned and controlled by current residents of public housing or Section 8 assisted housing.

<sup>\*\*</sup>Safe Harbor Benchmarks: 25% of total hours or 5% of hours contracted to targeted workers.

## Part II Nature of Agency Efforts

This section is required if, based on the labor hours reporting above, the reporting agency did not meet the safe harbor benchmarks\*\*. Check all that apply and submit documentation on any efforts checked.

Outreach efforts to generate job applicants who are Public Housing Targeted Workers.
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.
Direct, on-the-job training (including apprenticeships).
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
Outreach efforts to identify and secure bids from Section 3 business concerns.
Technical assistance to help Section 3 business concerns understand and bid on contracts.
Division of contracts into smaller jobs to facilitate participation of Section 3 business concerns.
Provided or connected residents with assistance in seeking employment which include drafting resumes, preparing for interviews, finding job opportunities, referring to job placement services.
Held one or more job fairs.
Provided or connected residents with supportive services that can provide direct services or referrals.
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.
Assisted residents with finding childcare.
Assisted residents to apply for/or attend community college or a four-year educational institution.
Assisted residents to apply for/or attend vocational/technical training.
Assisted residents to obtain financial literacy training and/or coaching.
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
Provided or connected residents with computer training or online technical assistance.
Other, please specify:

Describe your agency's employee retention plan:

#### **SECTION 3: ACKNOWLEDGEMENT OF COMPLIANCE REQUIREMENTS**

#### Section 3 of the HUD Act of 1968 (12 U.S.C § 1701u) and its associated regulations (24 C.F.R. Part 75)

Project Na	me:	HUD Grant: CDBG / H	OME	HUD Assistance: \$
projects fo regardless	r which the amount of HUD of the funding total, must e. e Requirements) to acknowl	financial assistance exceeds \$2 xecute the following acknowledg	00,000. A gement (1	ing work on construction or rehabilitation All contractors and subcontractors, referred to as the Acknowledgement of I Section 3 compliance for the HUD-
Review and	d initial each statement:			
	HUD financial assistance for	the project does / does not (circ	cle one) e	exceed \$200,000.
		<del>-</del>		ich implement Section 3. The parties olying with the Part 75 regulations.
		ncompliance with HUD's regulat t, and debarment or suspension		4 CFR part 75 may result in sanctions, ure HUD-assisted contracts.
	BUSINESS CONCERN:			
		n is a business that meets at leas	st one of	the following criteria, documented withir
	-month period: At least 51 percent owned	and controlled by low- or very l	ow-incor	ne nerconc
	•	or hours performed for the busi		r the prior three-month period are
3.	A business at least 51 perc currently live in Section 8-	-	rrent pul	olic housing residents or residents who
SECTION 3	WORKER:			
		-	n hired w	ithin the past five years fit, at least one o
the followi	ng categories, as document	ed:		
1.	The worker's income for the HUD:	ne previous or annualized calend	dar year i	s below the income limit established by
	1100.	Individual Annual Income	1	
			\$61,800	
2.	The worker is employed by	y a Section 3 business concern; o	or	
	The worker is a YouthBuild			

#### **SECTION 3 TARGETED WORKER:**

\_\_\_ A Section 3 targeted worker is a worker who:

- 1. Is employed by a Section 3 business concern; or
- 2. Currently fits, or when hired fit, at least one of the following categories, as documented within the past five years:
  - a. Living within the service area or the neighborhood of the project, as defined in 24 CFR § 75.5; or
  - b. A YouthBuild participant.

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#### **SECTION 3: ACKNOWLEDGEMENT OF COMPLIANCE REQUIREMENTS**

HIRING  Contractors, to the greatest extent feasible, will fill vacant positions with Section 3 workers or Section 3 targeted workers. Any vacant employment positions, including training positions, that are filled <i>after</i> the contractor is selected but <i>before</i> the contract is executed, with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.					
REPORTING  Contractors, to the greatest extent feasible, will make efforts to have Section 3 workers conduct 25 percent or more of the total number of labor hours worked by all workers on a Section 3 project and Targeted Section 3 workers conduct 5 percent or more of the total number of labor hours worked by all workers on a Section 3 project (This 5 percent is included as part of the 25 percent threshold).					
Contractors will track labor hours in pursuit of meeting the above outlined benchmarks.					
EQUAL OPPORTUNITIES  The parties agree affirmative as the federal government. It is illegal to dis race, color, religion, sex (including pregnation) (medical history or predisposition to dise	criminate against a job applicant o ancy), national origin, age (40 or ol				
<ul> <li>Contractors, to the greatest extent feasible, will conduct outreach to hire Section 3 workers and/or Section 3 targeted workers which includes, but is not limited to:         <ol> <li>Notify labor organizations or representatives of workers of Section 3 preference, including 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.</li> </ol> </li> <li>Provide technical assistance to help Section 3 workers compete for jobs.</li> </ul>					
<ul> <li>Contractors, to the greatest extent feasible, will support hired Section 3 workers and/or Section 3 targeted workers to ensure they have access to resources which includes, but is not limited to:         <ol> <li>Provide training and/or apprenticeship opportunities.</li> <li>Refer Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare, financial literacy, etc.).</li> </ol> </li> <li>Notify laborers on the jobsite of the Section 3 worker qualifications to ensure all employees may complete eligibility certification.</li> </ul>					
The undersigned agrees to comply with the CFR part 75 as amended.	e Section 3 Guidelines when applicab	ole as referenced by HUD regulations in 24			
Name/Title (printed)	Company	Signature			
Name/Title (printed)  Company  Signature					

Signature

Company

Name/Title (printed)

#### **SECTION 3: COMPLIANCE CERTIFICATION**

Please select a response to the below questions/statements.

<ul> <li>Yes – continue to question 2</li> <li>No – continue to the bottom of form, complete, sign, date. No additional forms required.</li> <li>This project is receiving over \$200,000 of HUD assistance, and either the business itself, a any of its employees meet the definition of Section 3. (See Section 3 Acknowledgement of Compliance Requirements form for Business Concern and Worker criteria).</li> <li>True – continue to question 3</li> <li>False – continue to the bottom of form, complete, sign, date. No additional forms required.</li> <li>Select how the Section 3 definition is met.</li> <li>The business and one or more employees are Section 3 – continue to question 4</li> <li>The business is Section 3; no employees are Section 3 – continue to question 4</li> <li>The business is not Section 3; one or more employees are Section 3 – continue to question 4</li> </ul>	nd/or f
<ol> <li>This project is receiving over \$200,000 of HUD assistance, and either the business itself, a any of its employees meet the definition of Section 3. (See Section 3 Acknowledgement of Compliance Requirements form for Business Concern and Worker criteria).         <ul> <li>True – continue to question 3</li> <li>False – continue to the bottom of form, complete, sign, date. No additional forms req</li> </ul> </li> <li>Select how the Section 3 definition is met.         <ul> <li>The business and one or more employees are Section 3 – continue to question 4</li> <li>The business is Section 3; no employees are Section 3 – continue to question 4</li> </ul> </li> </ol>	nd/or f
<ul> <li>any of its employees meet the definition of Section 3. (See Section 3 Acknowledgement of Compliance Requirements form for Business Concern and Worker criteria).</li> <li>□ True – continue to question 3</li> <li>□ False – continue to the bottom of form, complete, sign, date. No additional forms req</li> <li>3. Select how the Section 3 definition is met.</li> <li>□ The business and one or more employees are Section 3 – continue to question 4</li> <li>□ The business is Section 3; no employees are Section 3 – continue to question 4</li> </ul>	f
<ul> <li>3. Select how the Section 3 definition is met.</li> <li>☐ The business <u>and</u> one or more employees are Section 3 – continue to question 4</li> <li>☐ The business is Section 3; <u>no</u> employees are Section 3 – continue to question 4</li> </ul>	uired.
☐ The business <b>and</b> one or more employees are Section 3 – continue to question 4 $\Box$ The business is Section 3; <b>no</b> employees are Section 3 – continue to question 4	
$\Box$ The business is Section 3; <u>no</u> employees are Section 3 – continue to question 4	
· — · · ·	
$\Box$ The business is <u>not</u> Section 3; one or more employees <u>are</u> Section 3 – continue to ques	
	tion 4
4. Please list the employee(s) name(s) and job title which meet the definition of a Section 3 Worker:	
Please print your name, company, title, and sign/date below.	
Please print your name, company, title, and sign/date below.  Company Name  Name	
Company Name	
Company Name Name	

Please complete the corresponding required Section 3 Forms:

**Section 3 Business Self-Certification Form** – Required from all businesses

<u>Section 3 Laborer Self-Certification Form</u> – Required if employee (laborer) of contractor/subcontractor is Section 3

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#### SECTION 3 EMPLOYER SELF CERTIFICATION CHECKLIST

There are many ways to certify a Section 3 Business, Worker(s), or Targeted Section 3 Worker(s) under 24 CFR part 75:

For the following numbered items, please mark the checkbox that applies to your business with  $\square$  or  $\square$ 

1.	For a Business to qualify as a <b>Section 3 Business Concern</b> , certification must be provided that the company meets at least one of the following, please select ONE of the below options that applies:
	☐ At least 51 percent owned and controlled by low- or very low-income persons; or
	☐ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
	☐ My business is at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
	□ None of the above apply to our company.
2.	For a worker to qualify as a Section 3 worker, one of the following must be maintained:
	☐ My company certifies that the income from this employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
	☐ My company certifies that our company is a Section 3 business concern; or
	□ None of the above apply to our company.
3.	For a worker to qualify as a <i>Targeted Section 3 worker</i> , the following must be maintained:  My company's confirmation that our worker's residence is currently within one mile of the work site or when hired resided within one mile of the work site, as documented within the last five years, or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;
	☐ My company certifies that our company is a Section 3 business concern; or
	□ None of the above apply to our company.
Lov by inc	ease use the below information to determine if your employee(s) meet the criteria for the first option of question #1. w- and very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income. HUD come limits may be obtained from: <a href="https://www.huduser.gov/portal/datasets/il.html">https://www.huduser.gov/portal/datasets/il.html</a> . This website also provides tailed explanations on how to calculate your annual income to compare it to this below income limits summary:
	Individual Annual Income180 % (gross income)\$61,800
	☐ I certify that my employee(s) meet the requirements of the Section 3 worker/Targeted Section 3 worker (If you checked the above box, please list the qualifying employees on the next page)
	☐ I certify that my employee(s) <b>DO NOT</b> meet the requirements of the Section 3 worker/Targeted Section 3 worker
4.	Not all businesses will meet the requirements of a Business Concern or have Section 3 or Targeted Section 3

employees. In that case, the U.S. Department of Housing and Urban Development requires qualitative outreach

Title	e	Project Name	Laborer Trade		
Nar	ne (printed)	Company	Signature		
	I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to DuPage County may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the information contained in this document is correct to the best of my knowledge.				
	☐ Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.				
	☐ Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.				
	☐ Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.				
	☐ Divided contracts into smaller jobs t	o facilitate participation by Section 3	business concerns.		
	☐ Provided technical assistance to help	o Section 3 business concerns unders	stand and bid on contracts.		
	☐ Engaged in outreach efforts to ident	ify and secure bids from Section 3 bu	usiness concerns.		
	☐ Assisted Section 3 workers to obtain	financial literacy training and/or coa	aching.		
	☐ Provided assistance to apply for/or a vocational/technical training.	attend community college, a four-yea	ar educational institution, or		
	☐ Provided or referred Section 3 work activities, interview clothing, test fees,		iness and retention (e.g., work readiness		
	$\square$ Held one or more job fairs.				
	☐ Provided or connected Section 3 wo preparing for interviews, and finding jo		•		
	☐ Provided technical assistance to help	o Section 3 workers compete for jobs	s (e.g., resume assistance, coaching).		
	☐ Provided training or apprenticeship	opportunities.			
$\square$ Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.					
	efforts put forth to meet federal Section 3 requirements:				

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Please provide the details of all employees meeting the Section 3 requirements from the previous page: (print additional forms if necessary)

(print additional forms if ne	,,	
Name (printed)	Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)
Name (printed)	Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)
Name (printed)	Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)
Name (printed)	Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)
Name (printed)	Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)
Name (printed)	Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)
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wante (printed)	Section 5 Worker (resymo)	Targeted Section 5 Worker (Tesymo)
Name (printed)	Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)
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Name (minted)	Section 2 Modern (Ver Bla)	Townstad Costion 2 Worker (Vos/No)
Name (printed)	Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)
Along to take IV	0.01.000.000.000.000	7
Name (printed)	Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)
Name (printed)	Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)
Name (printed)	Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)
Name (printed)	Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)
Name (printed)	Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)

32 05/2023

#### SECTION 3 EMPLOYEE SELF CERTIFICATION CHECKLIST

The purpose of HUD's Section 3 program is to provide employment, training and contracting opportunities to low-income individual, particularly those who are recipients of government assistance for housing or other public assistance. Your response is voluntary, confidential, and has no effect on your employment.

Signature Project Name Laborer Trade				
Name (printed) Address Employer				
to the best of my knowledge and belief.				
I affirm and hereby certify, under penalty of law, the information provided and the above selected statements are true, complete, and correct				
☐ I certify that I DO NOT meet the requirements of either the Section 3 worker or the Targeted Section 3 worker				
$\square$ I certify that I meet the requirements of either the Section 3 worker or the Targeted Section 3 worker				
00 % (Bross meanle)				
80 % (gross income) \$61,800				
Individual Annual Income 1				
obtained from: <a href="https://www.huduser.gov/portal/datasets/il.html">https://www.huduser.gov/portal/datasets/il.html</a> . This website also provides detailed explanations on how to calculate your annual income to compare it to this below income limits summary:				
These limits are typically established at 80 percent and 50 percent of the area median individual income. HUD income limits may be				
Low- and very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD.				
Please use the below information to determine if you meet the criteria for the first and fourth options of question #1.				
☐ I prefer not to answer.				
□ None of the above apply to me;				
☐ I certify that I am a YouthBuild participant;				
☐ My employer's certification that I am employed by a Section 3 business concern; or				
encompass a population of 5,000 people according to the most recent U.S. Census;				
<ul> <li>My employer's confirmation that my residence is within one mile of the work site or, if fewer than</li> <li>5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to</li> </ul>				
2. For a worker to qualify as a <i>Targeted Section 3 worker</i> , the following must be maintained:				
☐ I prefer not to answer.				
☐ None of the above apply to me;				
☐ My employer's certification that I am a worker who is employed by a Section 3 business concern;				
My employer's certification that my income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or				
☐ Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;				
☐ I certify that I participate in a means-tested program such as public housing or Section 8 assisted housing;				
☐ I certify that my income is below the income limit from the prior calendar year (see income limit below);				
1. For a worker to qualify as a <b>Section 3 worker</b> , one of the following must be maintained:				
For the following numbered items, please mark the checkbox that applies to you with $\boxed{\checkmark}$ or $\boxtimes$				
There are many ways to certify a Section 3 Worker or Targeted Section 3 Worker under 24 CFR part 75:				

#### **BUILD AMERICA, BUY AMERICA ACT: EMPLOYER SELF-CERTIFICATION**

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.
The undersigned certifies that for the (please insert project name), (insert project location)
the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:
<ol> <li>All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</li> </ol>
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
<ol> <li>All construction materials are manufactured in the United States. This means that al manufacturing processes for the construction material occurred in the United States.</li> </ol>
"The, (insert contractor or subcontractor company name)
, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any."
Signature of [Contractor or Subcontractor] Authorized Official
Name and Title of [Contractor or Subcontractor] Authorized Official (Print)

Date

### COOK COUNTY DAVIS-BACON CONSTRUCTION PACKET CERTIFICATION - Signatures Required

Please sign two documents; one for the CDBG G	Frant Administrator and	one for the Contractor.
It is acknowledged that HUD and Cook County Da	vis-Bacon and Labor Stan	dards Regulations
information was provided and the below Subreci <mark>p</mark>	pient and Contractor agre	es to comply with all
regulations as discussed:		
CDBG Subrecipient Printed Name		CDBG Subrecipient
Signature		
Contractor Printed Name		
Contractor Printed Name		
Contractor Signature	Date	2
Submit the following documents to the CDBG Sul Administrator:	•	d to the CDBG Grant
<ul> <li>Complete and return all required Davis Ba</li> </ul>		documentation
<ul> <li>Post all required Labor Standards Regulat</li> </ul>	ions signage	
<ul> <li>Post all Prevailing Wage (General Decision</li> </ul>	n Number) signage	

Other items as required.

## **APPENDIX C**

(Bid Specifications)



## CONTACT INFORMATION

OWNER CITY OF HARVEY MAYOR CHRISTOPHER J. CLARK 15320 BROADWAY AVE HARVEY, IL 60426 PHONE: 708-210-5300

## PUBLIC WORKS DEPARTMENT 110 W 159TH ST.

HARVEY, IL 60426 PHONE: 708-210-5403

#### HARVEY WATER DEPARTMENT 15320 BROADWAY AVE

HARVEY, IL 60426 PHONE: 708-210-5300

## **HARVEY FIRE DEPARTMENT**

15600 CENTER AVE HARVEY, IL 60426 PHONE: 911

PHONE: 708-331-7720

HAEGER ENGINEERING
PROJECT SURVEYOR JEFFERY W. GLUNT 100 E STATE PARKWAY SCHAUMBURG, IL 60173 PHONE: 847-230-3167

COMED ELECTRIC UTILITY 4401 W 135TH ST. CRESTWOOD, IL 60418 PHONE: 312-273-0889

## CITY ENGINEER ERIC V. NEAGU, PE, LEED AP

THE ANTERO GROUP, LLC. 1631 WEST WALNUT STREET CHICAGO, IL 60612 PHONE: 773-403-5137 ENEAGU@ANTEROGROUP.COM

## **CIVIL ENGINEER**

JEFFREY EKEGREN THE ANTERO GROUP, LLC. 1631 WEST WALNUT STREET CHICAGO, IL 60612 PHONE: 405-642-2210 JEKEGREN@ANTEROGROUP.COM

## NICOR GAS GAS UTILITY

1844 FERRY ROAD NAPERVILLE, IL 60563 PHONE: 888-642-6748

## MWRD DAN WALSH

100 E. ERIE ST. CHICAGO, IL 60611 PHONE: 312-751-3214

## BASIS OF BEARINGS

HORIZONTAL COORDINATES: NAD83(2011) ILLINOIS EAST ZONE 1201 STATE PLANE COORDINATES

VERTICAL DATUM: NAVD88 (GEOID 12A)

## TOPOGRAPHY INFORMATION

SURVEY COMPLETED BY HAEGER ENGINEERING ON NOVEMBER 11, 2022

No. DATE

## BENCHMARKS

CP # 1143	CP # 9003	CP # 603	CP # 606	CP # 608	CP # 610
CROSS NOTCH	BM BOLT ON HYDRANT	CROSS NOTCH	CROSS NOTCH	CROSS NOTCH	CROSS NOTCH
N: 1801258.9578	N: 1801199.0331	N: 1801148.6592	N:1801161.7565	N: 1801172.1488	N: 1801182.4413
E: 1168479.0370	E: 1168808.4214	E: 1169204.4412	E: 1170441.8438	E: 11713929.3756	E: 1172227.3674
ELEV.: 605.28	ELEV.: 605.23	ELEV.: 604.03	ELEV.: 603.05	ELEV.: 602.42	ELEV.: 602.62
 CP # 1112	CP # 602	CP # 9004	CP # 4176	CP # 7146	CP # 5257
CROSS NOTCH	CROSS NOTCH	BM BOLT ON HYDRANT	BM BOLT ON HYDRANT	BM BOLT ON HYDRANT	BM BOLT ON HYDI
N: 1801136.3529	N: 1801145.5288	N: 1801205.4962	N: 1801221.0087	N: 1801257.0916	N: 1801240.4452
E: 1168477.3016	E: 1168871.3103	E: 1169468.4908	E: 1170804.8760	E: 1171694.5646	E: 1172574.3615
ELEV.: 605.39	ELEV.: 604.60	ELEV.: 606.49	ELEV.: 604.78	ELEV.: 603.77	ELEV.: 603.58
 CP # 1110	CP # 1553	CP # 3339	CP # 607	CP # 7145	CP # 611
CROSS NOTCH	CROSS NOTCH	CROSS NOTCH	CROSS NOTCH	CROSS NOTCH	CROSS NOTCH
N: 1801143.8009	N: 1801197.6983	N: 1801152.8347	N: 1801166.9697	N: 1801228.5519	N: 1801187.4481
E: 1168654.7717	E: 1168980.6104	E: 1169651.5698	E: 1170894.1004	E: 1171744.3593	E: 1172684.6975
ELEV.: 604.87	ELEV.: 604.45	ELEV.: 603.67	ELEV.: 602.63	ELEV.: 602.72	ELEV.: 602.40
CP # 1109	CP # 9005	CP # 605	CP # 4406	CP # 5740	CP # 5456
CROSS NOTCH	BM BOLT ON HYDRANT	CROSS NOTCH	BM BOLT ON HYDRANT	BM BOLT ON HYDRANT	CROSS NOTCH
N: 1801191.7707	N: 1801206.0062	N: 1801156.9063	N: 1801225.6406	N: 1801238.0162	N: 1801179.3366
E: 1168707.6406	E: 1169138.4514	E: 1169995.2346	E: 1171251.7858	E: 1172132.1264	E: 1172904.4687
ELEV.: 604.43	ELEV.: 605.42	ELEV.: 603.30	ELEV.: 604.28	ELEV.: 604.73	ELEV.: 602.41

	SHEET INDEX		
Sheet Number	Sheet Title		
C-01	COVER SHEET		
C-02	GENERAL NOTES		
C-03	OVERALL PLAN		
C-04	TYPICAL SECTIONS		
C-05	EXISTING CONDITIONS STA 29+50 TO 41+70		
C-06	EXISTING CONDITIONS STA 41+70 TO 53+55		
C-07	EXISTING CONDITIONS STA 53+55 TO 65+40		
C-08	EXISTING CONDITIONS STA 65+40 T0 77+00		
C-09	DEMOLITION PLAN STA 29+50 TO 41+70		
C-10	DEMOLITION PLAN STA 41+70 TO 53+55		
C-11	DEMOLITION PLAN STA 53+55 TO 65+40		
C-12	DEMOLITION PLAN STA 65+40 TO 77+00		
C-13	GEOMETRY PLAN STA 29+50 TO 35+70		
C-14	GEOMETRY PLAN STA 35+70 TO 41+70		
C-15	GEOMETRY PLAN STA 41+70 TO 47+70		
C-16	GEOMETRY PLAN STA 47+70 TO 53+55		
C-17	GEOMETRY PLAN STA 53+55 TO 59+55		
C-18	GEOMETRY PLAN STA 59+55 TO 65+40		
C-19	GEOMETRY PLAN STA 65+40 TO 71+15		

C-20	GEOMETRY PLAN STA 71+15 TO 77+00
C-21	PLAN AND PROFILE STA 29+50 TO 35+70
C-22	PLAN AND PROFILE STA 35+70 TO 41+70
C-23	PLAN AND PROFILE STA 41+70 TO 47+70
C-24	PLAN AND PROFILE STA 47+70 TO 53+55
C-25	PLAN AND PROFILE STA 53+55 TO 59+55
C-26	PLAN AND PROFILE STA 59+55 TO 65+40
C-27	PLAN AND PROFILE STA 65+40 TO 71+15
C-28	PLAN AND PROFILE STA 71+15 TO 77+00
C-29	STORM PLAN AND PROFILE STA 29+50 TO 35+70
C-30	STORM PLAN AND PROFILE STA 35+70 TO 41+70
C-31	STORM PLAN AND PROFILE STA 41+70 TO 47+70
C-32	STORM PLAN AND PROFILE STA 47+70 TO 53+55
C-33	STORM PLAN AND PROFILE STA 53+55 TO 59+55
C-34	STORM PLAN AND PROFILE STA 59+55 TO 65+40
C-35	STORM PLAN AND PROFILE STA 65+40 TO 71+15
C-36	STORM PLAN AND PROFILE STA 65+40 TO 71+15 (2)
C-37	STORM PLAN AND PROFILE STA 71+15 TO 77+00
C-38	INTERSECTION GRADING DETAIL 01
C-39	INTERSECTION GRADING DETAIL 02
C-40	INTERSECTION GRADING DETAIL 03
C-41	INTERSECTION GRADING DETAIL 04

C-42	INTERSECTION GRADING DETAIL 05
C-43	INTERSECTION GRADING DETAIL 06
C-44	INTERSECTION GRADING DETAIL 07
C-45	PROPOSED RAIN GARDENS 01
C-46	PROPOSED RAIN GARDENS 02
C-47	BUMPOUT AND RAIN GARDEN DETAILS G1 & G2
C-48	BUMPOUT AND RAIN GARDEN DETAILS G3 & G4
C-49	BUMPOUT AND RAIN GARDEN DETAILS G5 & G6
C-50	BUMPOUT AND RAIN GARDEN DETAILS G7 & G8
C-51	BUMPOUT AND RAIN GARDEN DETAILS G9 & G10
C-52	CROSS SECTION 01
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C-54	CROSS SECTION 03
C-55	CROSS SECTION 04
C-56	SIGNAGE AND MARKING PLAN STA 29+50 TO 41+70
C-57	SIGNAGE AND MARKING PLAN STA 41+70 TO 53+55
C-58	SIGNAGE AND MARKING PLAN STA 53+55 TO 65+40
C-59	SIGNAGE AND MARKING PLAN STA 65+40 TO 77+00
C-60	TRAFFIC CONTROL PLAN PHASE 1
C-61	TRAFFIC CONTROL PLAN PHASE 1
C-62	TRAFFIC CONTROL PLAN PHASE 1
C-63	TRAFFIC CONTROL PLAN PHASE 1

C-64	TRAFFIC CONTROL PLAN PHASE 2
C-65	TRAFFIC CONTROL PLAN PHASE 2
C-66	TRAFFIC CONTROL PLAN PHASE 2
C-67	TRAFFIC CONTROL PLAN PHASE 2
C-68	TRAFFIC CONTROL PLAN DETAILS 01
C-69	TRAFFIC CONTROL PLAN DETAILS 02
C-70	CONSTRUCTION DETAILS 01
C-71	CONSTRUCTION DETAILS 02
C-72	CONSTRUCTION DETAILS 03
C-73	CONSTRUCTION DETAILS 04
C-74	CONSTRUCTION DETAILS 05
C-75	CONSTRUCTION DETAILS 06
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C-77	CONSTRUCTION DETAILS 08
C-78	CONSTRUCTION DETAILS 09
C-79	EROSION CONTROL PLAN STA 29+50 TO 41+70
C-80	EROSION CONTROL PLAN STA 41+70 TO 53+55
C-81	EROSION CONTROL PLAN STA 53+55 TO 65+40
C-82	EROSION CONTROL PLAN STA 65+40 TO 77+00

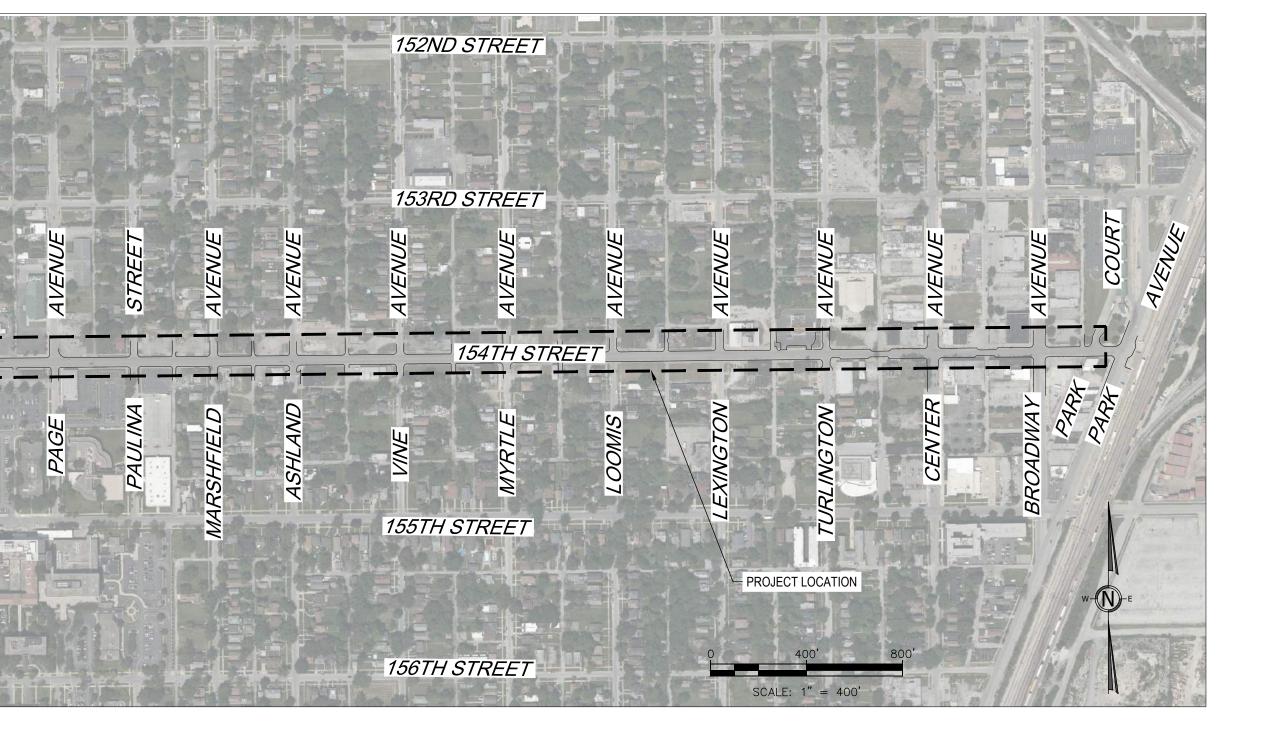
## CITY OF HARVEY, COOK COUNTY, ILLINOIS

154TH STREET RECONSTRUCTION

PROJECT

154TH STREET SECTIONS 17 & 18, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS **LOCATION MAP** 

OVERALL ROUTING MAP



	THE PROPERTY OF		Riverdale
	CDS-39	CALUMET SYSTEM DIXMOOR BRANCH 75-213-2H PRESERVE	CENTER COMBRIED SEWER COMBRIED SEWER
		ASHLAND COMBRIED SEWER OUTLET CONNECTION 727 CDS-	PARK AVE COMBINED SEWER CONTRACTION  COMMECTION  6
		213 CDS-42	213
			213 Free I Fr. 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
PROJECT AREA —	THOSE PLANT IN THE STATE OF THE		CDS-45
T TOPPED T PROMP	15240 198000	Harveys w 48	Phoenia WNE
	STATE PLACE 18	NEW GENTRAL PARK POND	CALUMET SYSTEM INDIANA BRANCH 73-271-2H
	Markhan		N.T.S.

# Know what's **below**. Callbefore you dig.

REVISION DESCRIPTION

PREPARED FOR

CITY OF HARVEY, 15320 BROADWAY AVENUE HARVEY, IL 60426



ING DE	TAIL 04
PE STAMP	ERIC V. NEAGU
	MILITARY STATE OF ILLINOS HUMBERS
	FOR AND ON BEHALF OF ANTERO GROUP

## 154TH STREET RECONSTRUCTION PROJECT

**COVER SHEET** 

CITY OF HARVEY, COOK COUNTY, ILLINOIS

	CoH-2207
DATE	
	3/29/2024
SHEET	
	$\bigcirc$ $\bigcirc$ $\bigcirc$ 1

C-01

Contact the Metropolitan Water Reclamation District

of Greater Chicago 2 days

**■** WMOJobStart@mwrd.org

before starting work.

P (708) 588-4055

#### A. REFERENCED SPECIFICATIONS

- 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE FOLLOWING, EXCEPT AS MODIFIED HEREIN OR ON THE PLANS: STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT SS) FOR ALL IMPROVEMENTS EXCEPT SANITARY SEWER AND WATER MAIN CONSTRUCTION:
- STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, LATEST EDITION (SSWS) FOR SANITARY SEWER AND WATER MAIN
- CITY OF HARVEY MUNICIPAL CODE;
- THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO (MWRD) WATERSHED MANAGEMENT ORDINANCE AND TECHNICAL GUIDANCE MANUAL;
- IN CASE OF CONFLICT BETWEEN THE APPLICABLE ORDINANCES NOTED, THE MORE STRINGENT SHALL TAKE PRECEDENCE AND SHALL CONTROL ALL CONSTRUCTION.

### **B. NOTIFICATIONS**

- 1. THE MWRD LOCAL SEWER SYSTEMS SECTION FIELD OFFICE MUST BE NOTIFIED AT LEAST TWO (2) WORKING DAYS PRIOR TO THE COMMENCEMENT OF ANY WORK (CALL 708-588-4055 OR SEND EMAIL NOTIFICATION WITH PROJECT NAME, LOCATION AND PERMIT NUMBER TO <u>WMOJOBSTART@MWRD.ORG</u>).
- 2. THE CITY OF HARVEY ENGINEERING DEPARTMENT AND PUBLIC MUST BE NOTIFIED AT LEAST 24 HOURS PRIOR TO THE START OF CONSTRUCTION AND PRIOR TO EACH PHASE OF WORK, CONTRACTOR SHALL DETERMINE ITEMS REQUIRING INSPECTION PRIOR TO START OF CONSTRUCTION OR EACH WORK PHASE.
- 3. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION FOR THE EXACT LOCATIONS OF UTILITIES AND FOR THEIR PROTECTION DURING CONSTRUCTION. IF EXISTING UTILITIES ARE ENCOUNTERED THAT CONFLICT IN LOCATION WITH NEW CONSTRUCTION, IMMEDIATELY NOTIFY THE ENGINEER SO THAT THE CONFLICT CAN BE RESOLVED. CALL J.U.L.I.E. AT 1-800-892-0123.

#### C. GENERAL NOTES

- 1. ALL ELEVATIONS SHOWN ON PLANS REFERENCE NSRS 2011 FT.
- 2. MWRD, THE MUNICIPALITY AND THE OWNER OR OWNER'S REPRESENTATIVE SHALL HAVE THE AUTHORITY TO INSPECT, APPROVE, AND REJECT THE CONSTRUCTION IMPROVEMENTS.
- 3. THE CONTRACTOR(S) SHALL INDEMNIFY THE OWNER, ENGINEER, MUNICIPALITY, MWRD, AND THEIR AGENTS, ETC., FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, OR TESTING OF THIS WORK ON THE PROJECT.
- 4. THE PROPOSED IMPROVEMENTS MUST BE CONSTRUCTED IN ACCORDANCE WITH THE ENGINEERING PLANS AS APPROVED BY MWRD AND THE MUNICIPALITY UNLESS CHANGES ARE APPROVED BY MWRD, THE MUNICIPALITY, OR AUTHORIZED AGENT. THE CONSTRUCTION DETAILS, AS PRESENTED ON THE PLANS, MUST BE FOLLOWED. PROPER CONSTRUCTION TECHNIQUES MUST BE FOLLOWED ON THE IMPROVEMENTS INDICATED ON THE PLANS.
- 5. THE LOCATION OF VARIOUS UNDERGROUND UTILITIES WHICH ARE SHOWN ON THE PLANS ARE FOR INFORMATION ONLY AND REPRESENT THE BEST KNOWLEDGE OF THE ENGINEER. VERIFY LOCATIONS AND ELEVATIONS PRIOR TO BEGINNING THE CONSTRUCTION OPERATIONS.
- 6. ANY EXISTING PAVEMENT, SIDEWALK, DRIVEWAY, ETC., DAMAGED DURING CONSTRUCTION OPERATIONS AND NOT CALLED FOR TO BE REMOVED SHALL BE REPLACED AT
- 7. MATERIAL AND COMPACTION TESTING SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MUNICIPALITY, MWRD, AND OWNER.
- 8. THE UNDERGROUND CONTRACTOR SHALL MAKE ALL NECESSARY ARRANGEMENTS TO NOTIFY ALL INSPECTION AGENCIES.
- 9. ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS DISTURBED DURING CONSTRUCTION SHALL BE ADJUSTED TO FINISH GRADE PRIOR TO FINAL INSPECTION.
- 10. RECORD DRAWINGS SHALL BE KEPT BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER AS SOON AS UNDERGROUND IMPROVEMENTS ARE COMPLETED. FINAL PAYMENTS TO THE CONTRACTOR SHALL BE HELD UNTIL THEY ARE RECEIVED. ANY CHANGES IN LENGTH, LOCATION OR ALIGNMENT SHALL BE SHOWN IN RED. ALL WYES OR BENDS SHALL BE LOCATED FROM THE DOWNSTREAM MANHOLE. ALL VALVES, B-BOXES, TEES OR BENDS SHALL BE TIED TO A FIRE HYDRANT.

#### SANITARY SEWER:

- 1. THE CONTRACTOR SHALL TAKE MEASURES TO PREVENT ANY POLLUTED WATER, SUCH AS GROUND AND SURFACE WATER, FROM ENTERING THE EXISTING SANITARY
- 2. A WATER-TIGHT PLUG SHALL BE INSTALLED IN THE DOWNSTREAM SEWER PIPE AT THE POINT OF SEWER CONNECTION PRIOR TO COMMENCING ANY SEWER CONSTRUCTION. THE PLUG SHALL REMAIN IN PLACE UNTIL REMOVAL IS AUTHORIZED BY THE MUNICIPALITY AND/OR MWRD AFTER THE SEWERS HAVE BEEN TESTED AND
- DISCHARGING ANY UNPOLLUTED WATER INTO THE SANITARY SEWER SYSTEM FOR THE PURPOSE OF SEWER FLUSHING OF LINES FOR THE DEFLECTION TEST SHALL BE PROHIBITED WITHOUT PRIOR APPROVAL FROM THE MUNICIPALITY OR MWRD.
- ALL SANITARY SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS (LATEST EDITION).
- ALL FLOOR DRAINS SHALL DISCHARGE TO THE SANITARY SEWER SYSTEM
- 6. ALL DOWNSPOUTS AND FOOTING DRAINS SHALL DISCHARGE TO THE STORM SEWER SYSTEM
- 7. ALL SANITARY SEWER PIPE MATERIALS AND JOINTS (AND STORM SEWER PIPE MATERIALS AND JOINTS IN A COMBINED SEWER AREA) SHALL CONFORM TO THE FOLLOWING:

PIPE MATERIAL	PIPE SPECIFICATIONS	JOINT SPECIFICATIONS
VITRIFIED CLAY PIPE	ASTM C-700	ASTM C-425
REINFORCED CONCRETE SEWER PIPE	ASTM C-76	ASTM C-443
CAST IRON SOIL PIPE	ASTM A-74	ASTM C-564
DUCTILE IRON PIPE	ANSI A21.51	ANSI A21.11
POLYVINYL CHLORIDE (PVC) PIPE 6-INCH TO 15-INCH DIAMETER SDR 26 18-INCH TO 27-INCH DIAMETER F/DY=46	ASTM D-3034 ASTM F-679	ASTM D-3212 ASTM D-3212
HIGH DENSITY POLYETHYLENE (HDPE)	ASTM D-3350 ASTM D-3035	ASTM D-3261,F-2620 (HEAT FUSION) ASTM D-3212,F-477 (GASKETED)
WATER MAIN QUALITY PVC 4-INCH TO 36-INCH 4-INCH TO 12-INCH 14-INCH TO 48-INCH	ASTM D-2241 AWWA C900 AWWA C905	ASTM D-3139 ASTM D-3139 ASTM D-3139

THE FOLLOWING MATERIALS ARE ALLOWED ON A QUALIFIED BASIS SUBJECT TO DISTRICT REVIEW AND APPROVAL PRIOR TO PERMIT ISSUANCE. A SPECIAL CONDITION WILL BE ADDED TO THE PERMIT WHEN THE PIPE MATERIAL BELOW IS USED FOR SEWER CONSTRUCTION OR A CONNECTION IS MADE.

PIPE MATERIAL	PIPE SPECIFICATIONS	JOINT SPECIFICATIONS
POLYPROPYLENE (PP) PIPE		
12-INCH TO 24-INCH DOUBLE WALL	ASTM F-2736	D-3212, F-477
30-INCH TO 60-INCH TRIPLE WALL	ASTM F-2764	D3212, F-477

#### (SANITARY SEWER CONT.)

- 8. ALL SANITARY SEWER CONSTRUCTION (AND STORM SEWER CONSTRUCTION IN COMBINED SEWER AREAS), REQUIRES STONE BEDDING WITH STONE 1/4 " TO 1" IN SIZE, WITH MINIMUM BEDDING THICKNESS EQUAL TO 1/4 THE OUTSIDE DIAMETER OF THE SEWER PIPE, BUT NOT LESS THAN FOUR (4) INCHES NOR MORE THAN EIGHT (8) INCHES. MATERIAL SHALL BE CA-7, CA-11 OR CA-13 AND SHALL BE EXTENDED AT LEAST 12" ABOVE THE TOP OF THE PIPE WHEN USING PVC.
- 9. NON-SHEAR FLEXIBLE-TYPE COUPLINGS SHALL BE USED IN THE CONNECTION OF SEWER PIPES OF DISSIMILAR PIPE MATERIALS
- 10. ALL MANHOLES SHALL BE PROVIDED WITH BOLTED, WATERTIGHT COVERS. SANITARY LIDS SHALL BE CONSTRUCTED WITH A CONCEALED PICKHOLE AND WATERTIGHT GASKET WITH THE WORD "SANITARY" CAST INTO THE LID.
- 11. WHEN CONNECTING TO AN EXISTING SEWER MAIN BY MEANS OTHER THAN AN EXISTING WYE, TEE, OR AN EXISTING MANHOLE, ONE OF THE FOLLOWING METHODS SHALL BE USED: a) A CIRCULAR SAW-CUT OF SEWER MAIN BY PROPER TOOLS ("SHEWER-TAP" MACHINE OR SIMILAR) AND PROPER INSTALLATION OF HUBWYE SADDLE OR HUB-TEE SADDLE.
- REMOVE AN ENTIRE SECTION OF PIPE (BREAKING ONLY THE TOP OF ONE BELL) AND REPLACE WITH A WYE OR TEE BRANCH SECTION.
- WITH PIPE CUTTER, NEATLY AND ACCURATELY CUT OUT DESIRED LENGTH OF PIPE FOR INSERTION OF PROPER FITTING, USING "BAND SEAL" OR SIMILAR COUPLINGS TO HOLD IT FIRMLY IN PLACE.
- 12. WHENEVER A SANITARY/COMBINED SEWER CROSSES UNDER A WATERMAIN. THE MINIMUM VERTICAL DISTANCE FROM THE TOP OF THE SEWER TO THE BOTTOM OF THE WATERMAIN SHALL BE 18 INCHES. FURTHERMORE, A MINIMUM HORIZONTAL DISTANCE OF 10 FEET BETWEEN SANITARY/COMBINED SEWERS AND WATERMAINS SHALL BE MAINTAINED UNLESS: THE SEWER IS LAID IN A SEPARATE TRENCH, KEEPING A MINIMUM 18" VERTICAL SEPARATION; OR THE SEWER IS LAID IN THE SAME TRENCH WITH THE WATERMAIN LOCATED AT THE OPPOSITE SIDE ON A BENCH OF UNDISTURBED EARTH, KEEPING A MINIMUM 18" VERTICAL SEPARATION. IF EITHER THE VERTICAL OR HORIZONTAL DISTANCES DESCRIBED CANNOT BE MAINTAINED, OR THE SEWER CROSSES ABOVE THE WATER MAIN, THE SEWER SHALL BE CONSTRUCTED TO WATER MAIN STANDARDS OR IT SHALL BE ENCASED WITH A WATER MAIN QUALITY CARRIER PIPE WITH THE ENDS SEALED.
- 13. ALL EXISTING SEPTIC SYSTEMS SHALL BE ABANDONED. ABANDONED TANKS SHALL BE FILLED WITH GRANULAR MATERIAL OR REMOVED.
- 14. ALL SANITARY MANHOLES, (AND STORM MANHOLES IN COMBINED SEWER AREAS), SHALL HAVE A MINIMUM INSIDE DIAMETER OF 48 INCHES, AND SHALL BE CAST IN PLACE OR PRE-CAST REINFORCED CONCRETE.
- 15. ALL SANITARY MANHOLES, (AND STORM MANHOLES IN COMBINED SEWER AREAS), SHALL HAVE PRECAST "RUBBER BOOTS" THAT CONFORM TO ASTM C-923 FOR ALL PIPE CONNECTIONS. PRECAST SECTIONS SHALL CONSIST OF MODIFIED GROOVE TONGUE AND RUBBER GASKET TYPE JOINTS.
- 16. ALL ABANDONED SANITARY SEWERS SHALL BE PLUGGED AT BOTH ENDS WITH AT LEAST 2 FEET LONG NON-SHRINK CONCRETE OR MORTAR PLUG.
- 17. EXCEPT FOR FOUNDATION/FOOTING DRAINS PROVIDED TO PROTECT BUILDINGS, OR PERFORATED PIPES ASSOCIATED WITH VOLUME CONTROL FACILITIES, DRAIN TILES/FIELD TILES/UNDERDRAINS/PERFORATED PIPES ARE NOT ALLOWED TO BE CONNECTED TO OR TRIBUTARY TO COMBINED SEWERS, SANITARY SEWERS, OR STORM SEWERS TRIBUTARY TO COMBINED SEWERS IN COMBINED SEWER AREAS. CONSTRUCTION OF NEW FACILITIES OF THIS TYPE IS PROHIBITED; AND ALL EXISTING DRAIN TILES AND PERFORATED PIPES ENCOUNTERED WITHIN THE PROJECT AREA SHALL BE PLUGGED OR REMOVED, AND SHALL NOT BE CONNECTED TO COMBINED SEWERS, SANITARY SEWERS, OR STORM SEWERS TRIBUTARY TO COMBINED SEWERS.
- A BACKFLOW PREVENTER IS REQUIRED FOR ALL DETENTION BASINS TRIBUTARY TO COMBINED SEWERS. REQUIRED BACKFLOW PREVENTERS SHALL BE INSPECTED AND EXERCISED ANNUALLY BY THE PROPERTY OWNER TO ENSURE PROPER OPERATION, AND ANY NECESSARY MAINTENANCES SHALL BE PERFORMED TO ENSURE FUNCTIONALITY. IN THE EVENT OF A SEWER SURCHARGE INTO AN OPEN DETENTION BASIN TRIBUTARY TO COMBINED SEWERS, THE PERMITTEE SHALL ENSURE THAT CLEAN UP AND WASH OUT OF SEWAGE TAKES PLACE WITHIN 48 HOURS OF THE STORM EVENT.

### DEMOLITION AND CLEARING NOTES

- ALL EROSION CONTROL MEASURES MUST BE IN PLACE PRIOR TO LAND DISTURBANCE.
- DISPOSAL OF MATERIALS SHALL BE IN STRICT ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL RULES AND REGULATIONS.
- THE CONTRACTOR SHALL INSURE NO PART OF THE SITE SHOULD BE EXPOSED OVERNIGHT.
- THE CONTRACTOR SHALL REMOVE ALL PRE-EXISITING ON-SITE IMPROVEMENTS TO VIRGIN SOIL, UNLESS OTHERWISE NOTED AND WASTE OFF-SITE. THIS INCLUDES BUT IS NOT LIMITED TO BUILDINGS, FOUNDATIONS, FOOTINGS, CURBS ASPHALT, CONCRETE, EXISTING UTILITY LINES, DEBRIS, TREES/SHRUBS AND ALL OTHER ITEMS AND UTILITIES TO BE ABANDONED AS NOTED ON THE DEMOLITION PLAN.
- CONTRACTOR SHALL FIELD VERIFY BENCHMARKS AND PROTECT PROPERTY CORNERS.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO LOCATE, IDENTIFY AND REMOVE OR ARRANGE FOR THE REMOVAL OF ANY EXISTING UTILITIES AS INDICATED, INCLUDING BUT NOT LIMITED TO GAS, ELECTRIC, PHONE, CABLE, ETC. (UNLESS OTHERWISE NOTED TO REMAIN OR BY OTHERS) THE CONTRACTOR SHALL COORDINATE WITH ALL LOCAL UTILITY COMPANIES PRIOR TO THE REMOVAL OF THE FACILITIES.
- 7. DO NOT DISTURB ANY CONIFEROUS OR DECIDUOUS TREES OR BRUSH, EXCEPT THOSE DESIGNATED FOR REMOVAL. DO NOT DISTURB THE AREA BELOW THE DRIP LINE EXCEPT AS SHOWN ON THE DRAWINGS OR DESIGNATED BY THE ENGINEER. FENCE ALL TREES AND SHRUBS ADJACENT TO WORK OR ACCESS AREAS.

## **GRADING NOTES**

- 1. BEFORE EXCAVATION, ALL UNDERGROUND UTILITIES SHALL BE LOCATED IN THE FIELD BY THE PROPER AUTHORITIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE, LOCATION AND SIZE OF ALL UTILITIES & UNDERGROUND STRUCTURES AND REPORT DISCREPANCIES TO THE ANTERO GROUP, LLC PRIOR TO THE COMMENCEMENT OF
- 2. THE CONTRACTOR SHALL INSURE SITE GRADING SHALL NOT PROCEED UNTIL EROSION CONTROL MEASURES HAVE BEEN INSTALLED.
- 3. THE CONTRACTOR SHALL INSURE ALL ELEVATIONS ARE TO FINISHED GRADE.
- 4. ALL SITE WORK SHALL BE DONE IN ACCORDANCE WITH THE PLANS PREPARED BY THE ANTERO GROUP, LLC, LOCAL MUNICIPAL REQUIREMENTS, APPLICABLE SECTIONS OF IDOT STANDARD SPECIFICATIONS AND STANDARDS, LATEST EDITION AND ALL OTHER PERTINENT FEDERAL AND STATE LAWS.
- 5. THE CONTRACTOR SHALL COMPLY AT ALL TIMES WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS, PROVISIONS AND POLICIES GOVERNING SAFETY AND HEALTH, INCLUDING THE FEDERAL CONSTRUCTION SAFETY ACT (PUBLIC LAW 91-54), FEDERAL REGISTER, CHAPTER XVII, PART 1926 OF TITLE 29 REGULATIONS, OCCUPATIONAL SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION AND SUBSEQUENT PUBLICATIONS UPDATING THESE REGULATIONS.
- 6. THE CONTRACTOR SHALL, IN EXCAVATED AREAS, PRUNE AND TREAT ANY ROOTS ENCOUNTERED. DO NOT DAMAGE LIMBS. WHERE AGREED BY THE ENGINEER, PRUNE LIMBS THAT OBSTRUCT WORK.
- 7. DO NOT DISTURB AREAS OUTSIDE OF NEW CONTOURS SHOWN ON THE DRAWINGS, EXCEPT FOR STAGING AREAS, STOCKPILES, AND TEMPORARY CONSTRUCTION ACCESS POINTS AS APPROVED BY THE ENGINEER.

## UTILITY NOTES

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATIONS AND PROTECTION OF ALL EXISTING UTILITIES SHOWN, ALL EXISTING UTILITIES NOT SHOWN, AND ALL PROPOSED
- 2. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS TO COMPLETE THE PROPOSED WORK, AND SHALL COMPLY WITH ALL LOCAL STATE AND FEDERAL REGULATIONS.
- 3. IT IS THE CONTRACTORS RESPONSIBILITY TO MAINTAIN ANY TEMPORARY ROADWAY PATCHES THAT MAY OCCUR IN ORDER TO REOPEN A ROADWAY OR PARKING LOT WHILE CONSTRUCTION ACTIVITY PROGRESSES, UNTIL SUCH TIME A PERMANENT PATCH CAN BE INSTALLED.
- 4. THE CONTRACTOR SHALL PERFORM THE WORK ACCORDING TO ALL CITY, COUNTY, STATE, AND FEDERAL SAFETY AND HEALTH REGULATIONS. IN PARTICULAR THE "TRENCHING" AND "OPEN EXCAVATION" OPERATIONS SHALL COMPLY WITH ALL CURRENT O.S.H.A. REGULATORY REQUIREMENTS.

## **EXISTING LEGEND**

—— EX OE — — — —

BOLLARD

OVERHEAD ELECTRIC

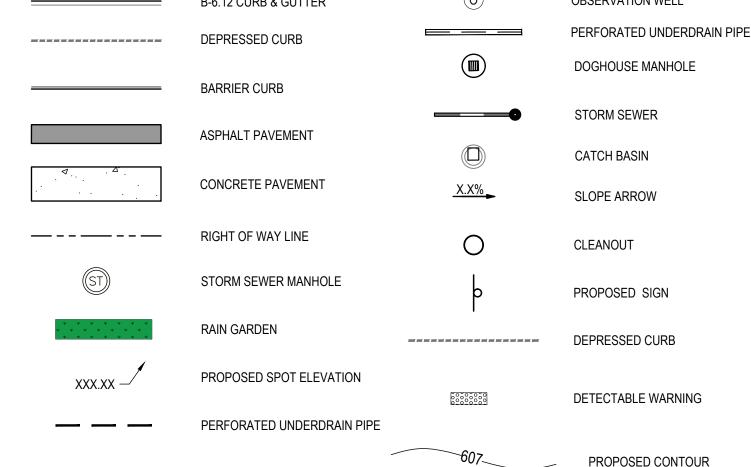
SIDEWALK

**CURB AND GUTTER** 

CONTROL POINT

CATCH BASIN

TREE ———————————————————————————————————		STORM INLET			ROADWAY CEN	TERLINE	xx.xx —×	EXISTING SPOT ELEVATION
STREET LIGHT  WATERMAIN  GAS VALVE  TRAFFIC LIGHT  FENCE  PAVEMENT CORE  HAND HOLE  HYDRANT  SIDEWALK  ABBREVIATIONS  LF  LINEAR FEET  FL  FLOW LINE  FF  FINISHED FLOOR  HMA  HOT MAX ASPHALT  COUNTER  COURB  HOR.  HORIZONTAL  PC  COURB  HOR.  HORIZONTAL  PC  COURB  HOR.  HORIZONTAL  PC  CONCRETE  CL  CENTERLINE  G  GUITER  G  GUITER  G  GUITER  CL  CONCRETE  LT  LEFT  RT  RIGHT  CP  CONTROL POINT  MAX  MAXIMUM  STA  STATION  CYS  CUBIC YARDS  M.E.  MATCH EXISTING  SIGN  SIGN  GAS VALVE  PAVEMENT CORE  PAVEMENT CORE  POPTIAND CEMENT  CONCRETE  PREMISORCED CONCRETE  PREMISOR OF WAY  RIGHTS OF WAY  CONC.  CONCRETE  LT  LEFT  RT  RIGHT  CP  CONTROL POINT  MAX  MAXIMUM  STA  STATION  CYS  CUBIC YARDS  M.E.  MATCH EXISTING  SIM.  STORM  E  EASTING  MIN.  MINIMUM  TF  TOP OF FOUNDATION  EG  EXISTING GRADE  MH  MANHOLE  TYP.  TYPICAL  ELEV. OR EL  ELEVATION  N  NORTHING  VERT  VERTICAL  EX  ENSTRING  N.T.S.  NOT TO SCALE  VOP  VITRIFIED CLAY PIPE  EDDO  D  SECREDAN DUBLES  PROPOSED LEGEND		MANHOLE			RIGHT OF WAY			TELEPHONE POLE
TRAFFIC LIGHT  TRAFFIC LIGHT  FENCE  PAVEMENT CORE  TRAFFIC LIGHT  FENCE  PAVEMENT CORE  HAND HOLE  TRAFFIC LIGHT  FENCE  PAVEMENT CORE  HAND HOLE  THOUGHT  SIDEWALK  ABBREVIATIONS  LF  LINEAR FEET  FL  FL  FLOW LINE  OFF  OFFSET  SYS  SOUARE YARDS  FF  FINISHED FLOOR  HAMA  HOT MIX ASPHALT  CONCRETE  C  CURB  HOR.  HORIZONTAL  PVC  POLYVINYL CHOIDE  CB  CATCH BASIN  NV.  INVERT  P  PAVEMENT  CSS  COMBINED SANITARY  GR.  GRATE  RCP  PIPE  CL  CENTERLINE  G  GUTTER  ROW  RIGHTS-GF-WAY  CONC.  CONCRETE  LT  LEFT  RT  RIGHT  CYS  CUBIC YARDS  ME.  MATCH EXISTING  STM.  STORM  E  EASTING  MIN.  MINIMUM  TF  TOP OF FOUNDATION  E  ELEV OR ELL  ELEVATION  N  NORTHING  VERT  VERTICAL  ELEV OR ELL  ELEVATION  N  NORTHING  PROPOSED LEGEND  OBSERVATION WELL  PROPOSED LEGEND	$\odot$	TREE	— — — 605—		CONTOURS			MONITORING WELL
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CSS SEWER GR. GRATE RCP PIPE  CL CENTERLINE G GUTTER ROW RIGHTS-OF-WAY  CONC. CONCRETE LT LEFT RT RIGHT  CP CONTROL POINT MAX. MAXIMUM STA STATION  CYS CUBIC YARDS M.E. MATCH EXISTING STM. STORM  E EASTING MIN. MINIMUM TF TOP OF FOUNDATION  EG EXISTING GRADE MH MANHOLE TYP. TYPICAL  ELEV. OR EL ELEVATION N NORTHING VERT VERTICAL  EX. EXISTING N.T.S. NOT TO SCALE VCP VITRIFIED CLAY PIPE  EOP EDGE OF PAVEMENT  PROPOSED LEGEND  OBSERVATION WELL  DEDECORATED LINDSERDRAND RIGHT	СВ	CATCH BASIN	INV.	INVERT		Р	PAVEMENT	
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PROPOSED LEGEND  B-6.12 CURB & GUTTER  O OBSERVATION WELL  DEPENDATED LINDERDRAIN RIPE	ELEV. OR EL	ELEVATION	N	NORTHIN	NG	VERT	VERTICAL	
PROPOSED LEGEND  B-6.12 CURB & GUTTER  O OBSERVATION WELL  DEPEOPLATED LINDERDRAIN DIDE	EX.	EXISTING	N.T.S.	NOT TO	SCALE	VCP	VITRIFIED CLAY F	PIPE
B-6.12 CURB & GUTTER  O OBSERVATION WELL  DEPENDATED LINDERDRAIN DIRE	EOP	EDGE OF PAVEMENT						
			PROPOS	ED LEC	<u>GEND</u>			
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Know what's **below**.

Callbefore you dig.

No. DATE REVISION DESCRIPTION

PREPARED FOR

CITY OF HARVEY, 15320 BROADWAY AVENUE HARVEY, IL 60426



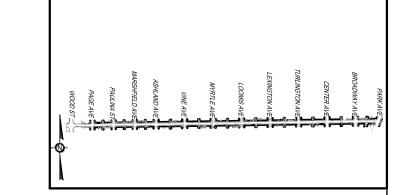


154TH STREET RECONSTRUCTION PROJECT

**GENERAL NOTES** 

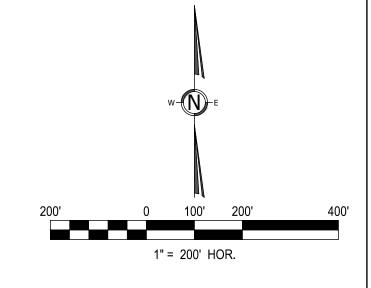
CITY OF HARVEY, COOK COUNTY, ILLINOIS

CoH-2207 3/29/2024 C-02



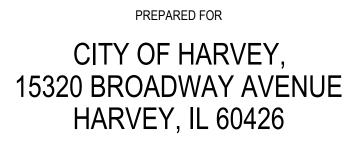
LOCATION MAP





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Know what's below. Callbefore you dig.		

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AND ON BEHALF OF ANTERO CROUD	

154TH STREET RECONSTRUCTION PROJECT
OVERALL PLAN

CoH-2207

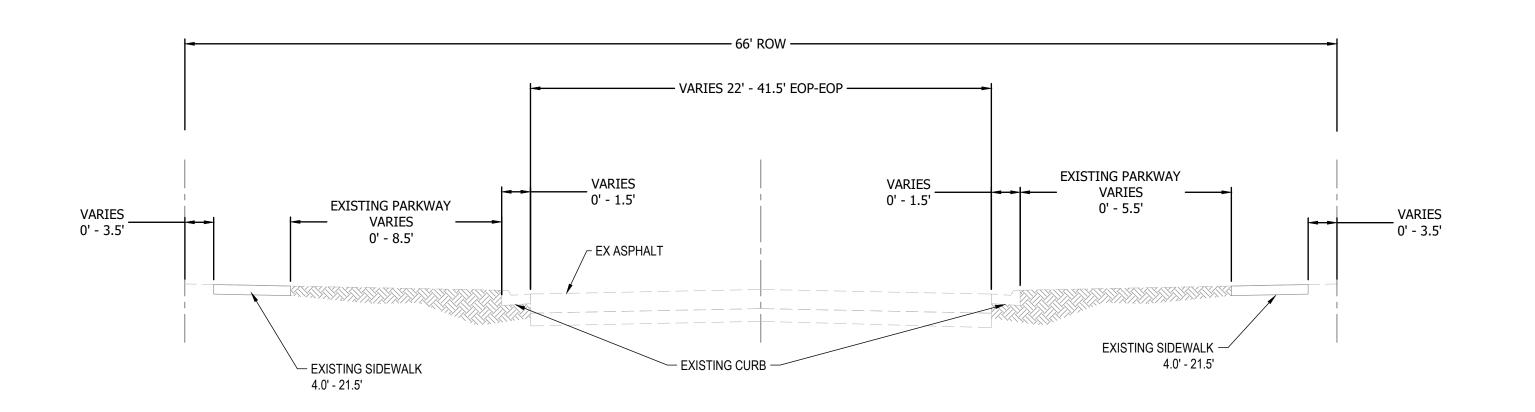
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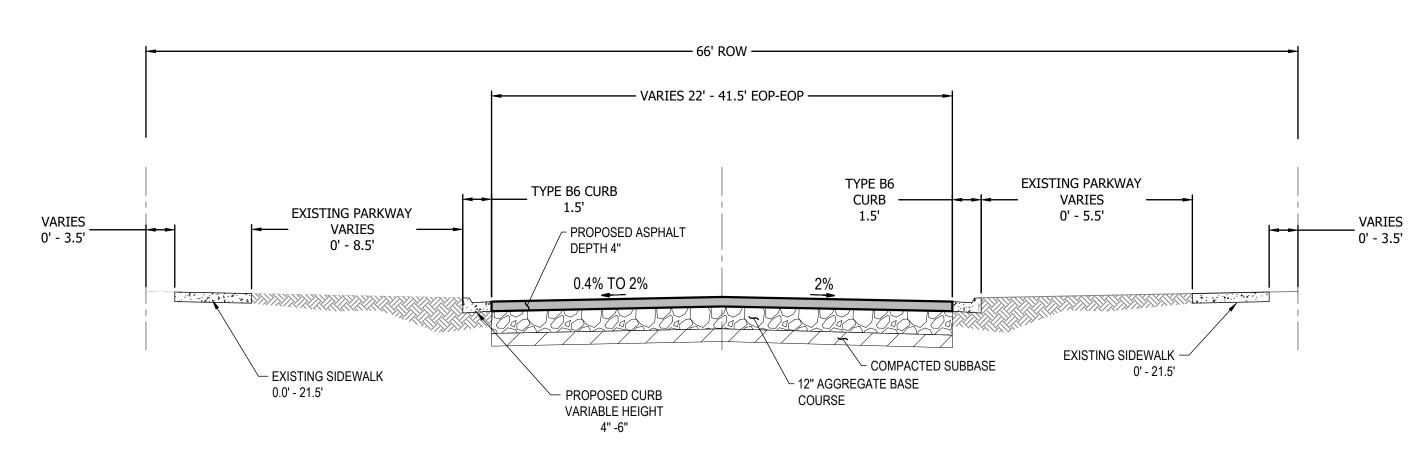
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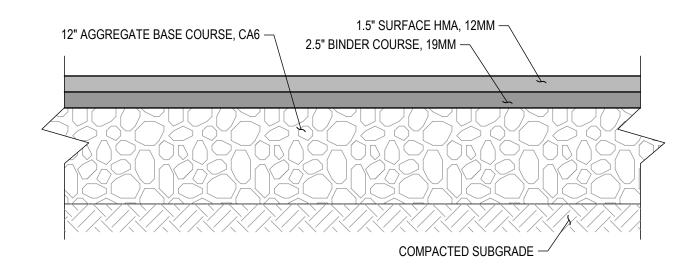
CITY OF HARVEY, COOK COUNTY, ILLINOIS



EXISTING 154TH STREET SECTION
STA: 29+96.50 TO 76+53
N.T.S.



PROPOSED 154TH STREET SECTION
STA: 29+96.50 TO 76+53
N.T.S.



ASPHALT PAVEMENT SECTION

Know what's below.
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No. DATE REVISION DESCRIPTION

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CITY OF HARVEY, 15320 BROADWAY AVENUE HARVEY, IL 60426



FOR AND ON BEHALF OF ANTERO GROUP

154TH STREET RECONSTRUCTION PROJECT
TYPICAL SECTIONS

CITY OF HARVEY, COOK COUNTY, ILLINOIS

JOB NUMBER

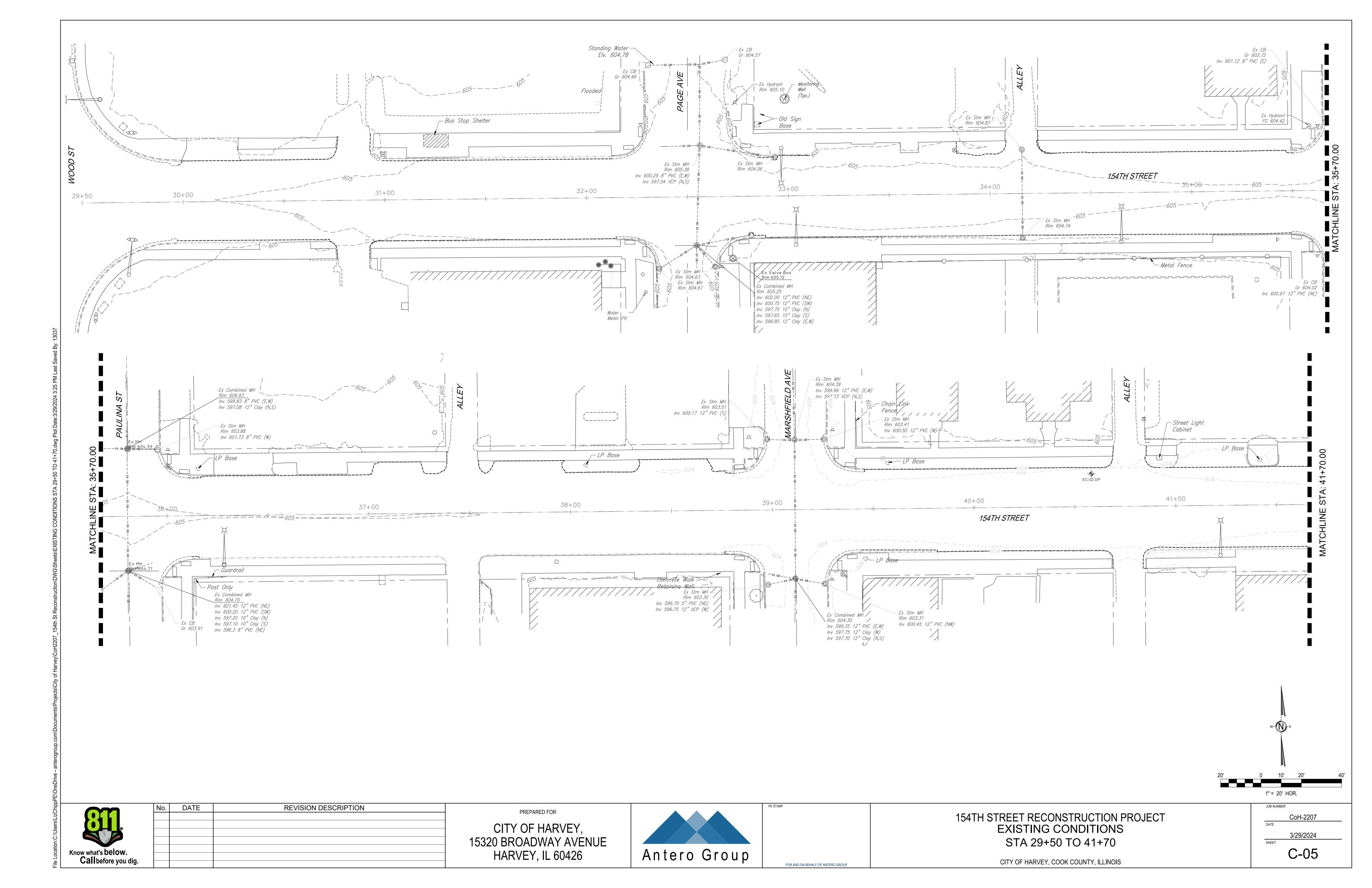
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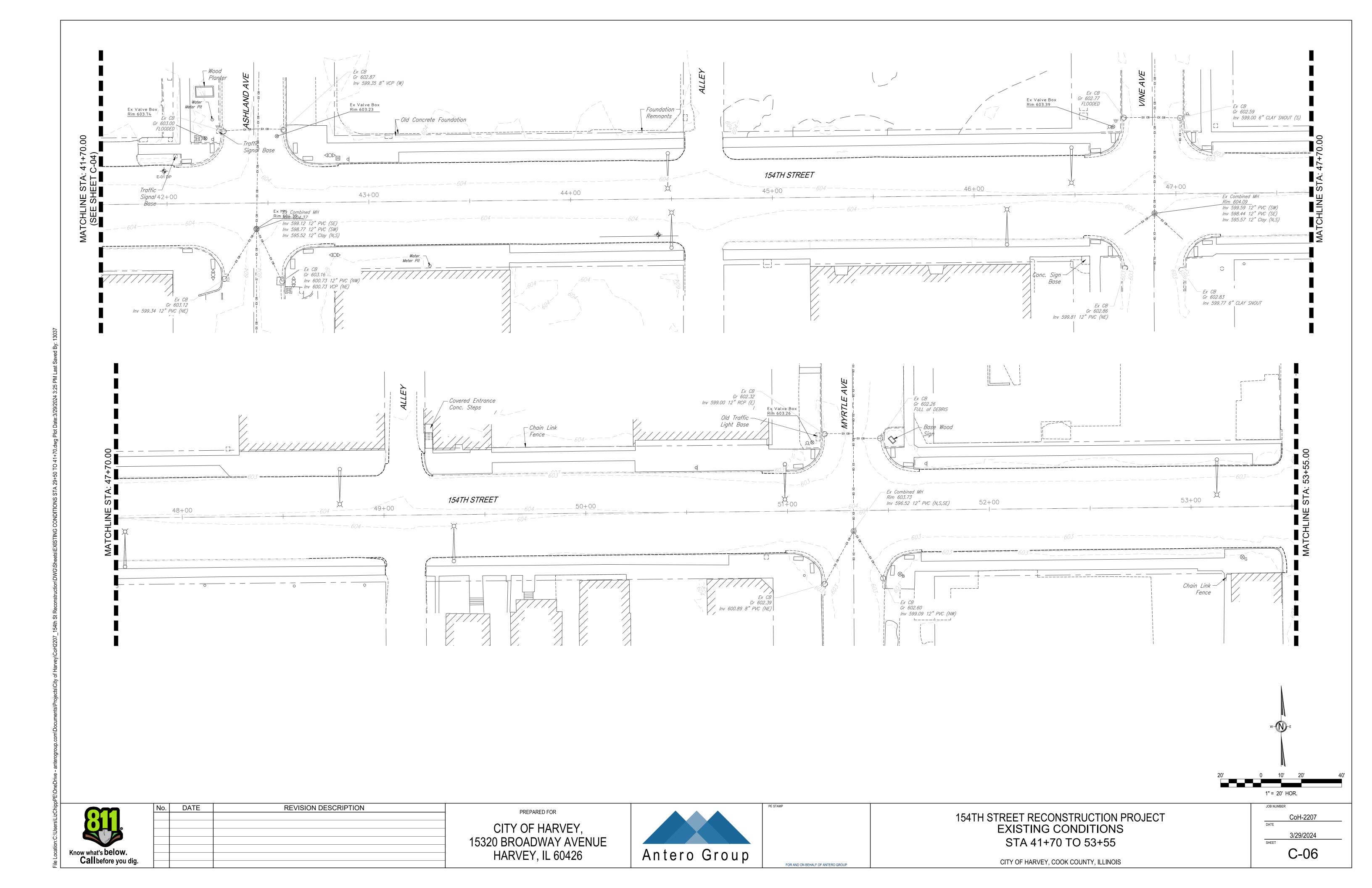
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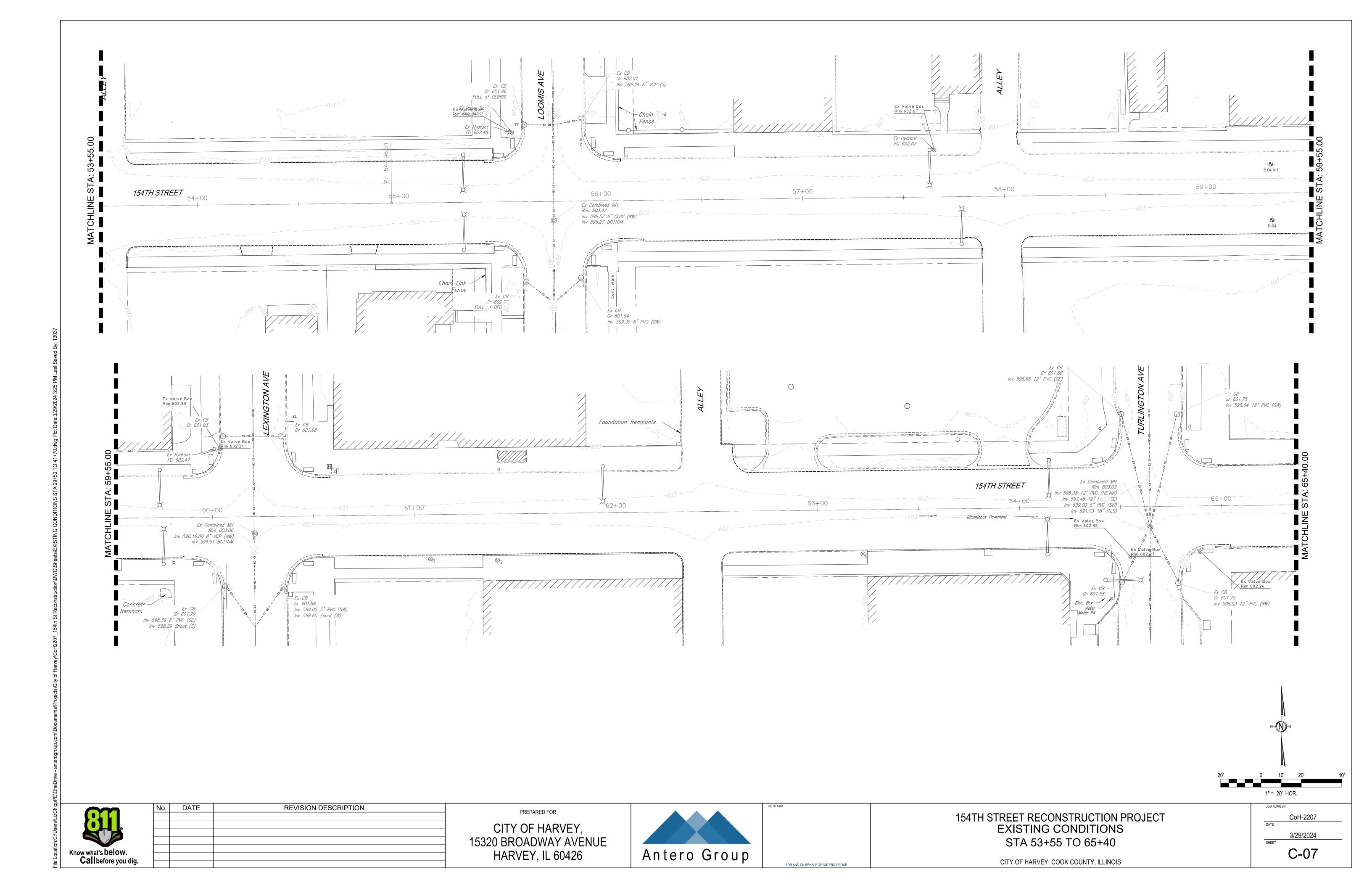
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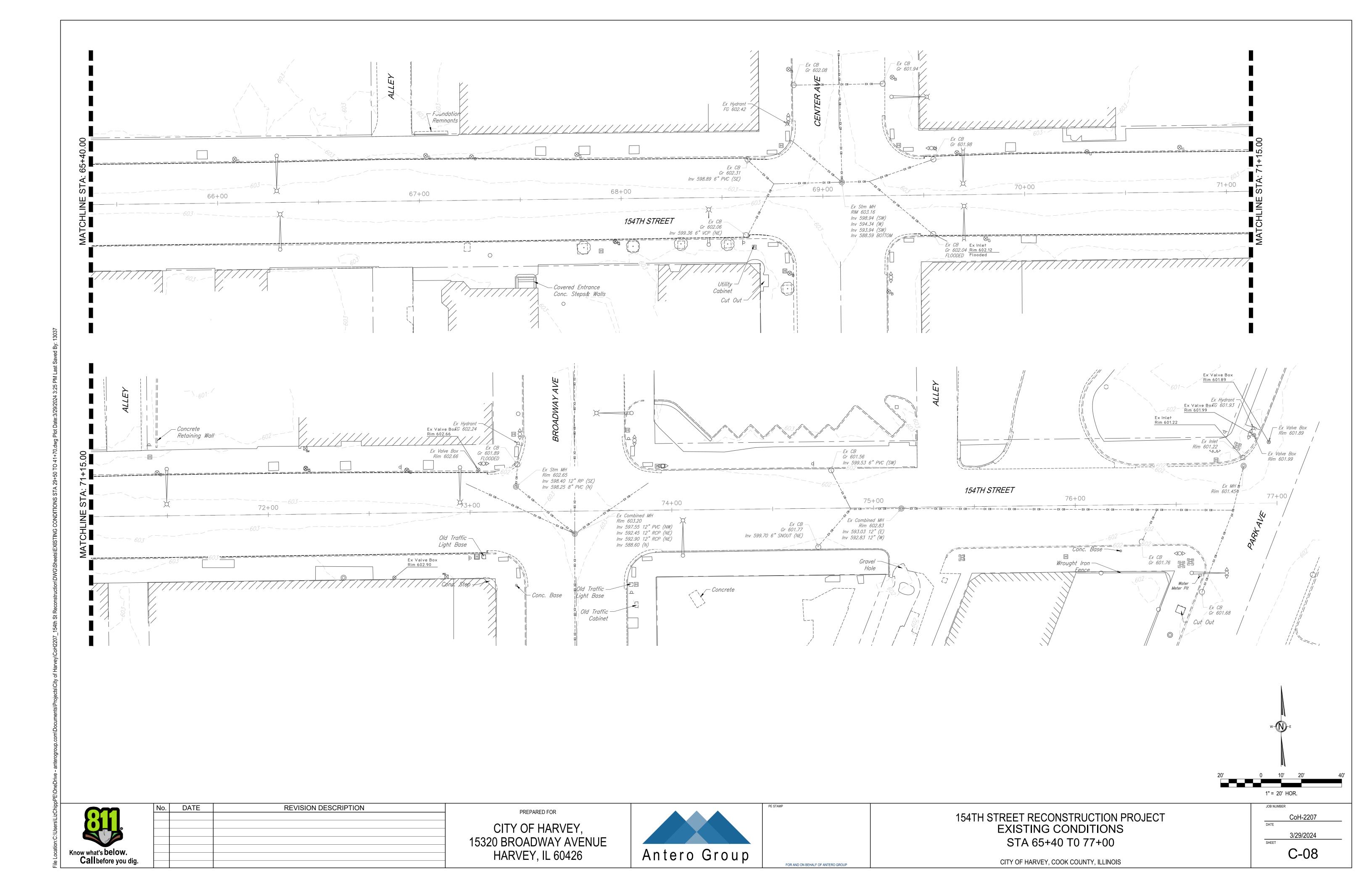
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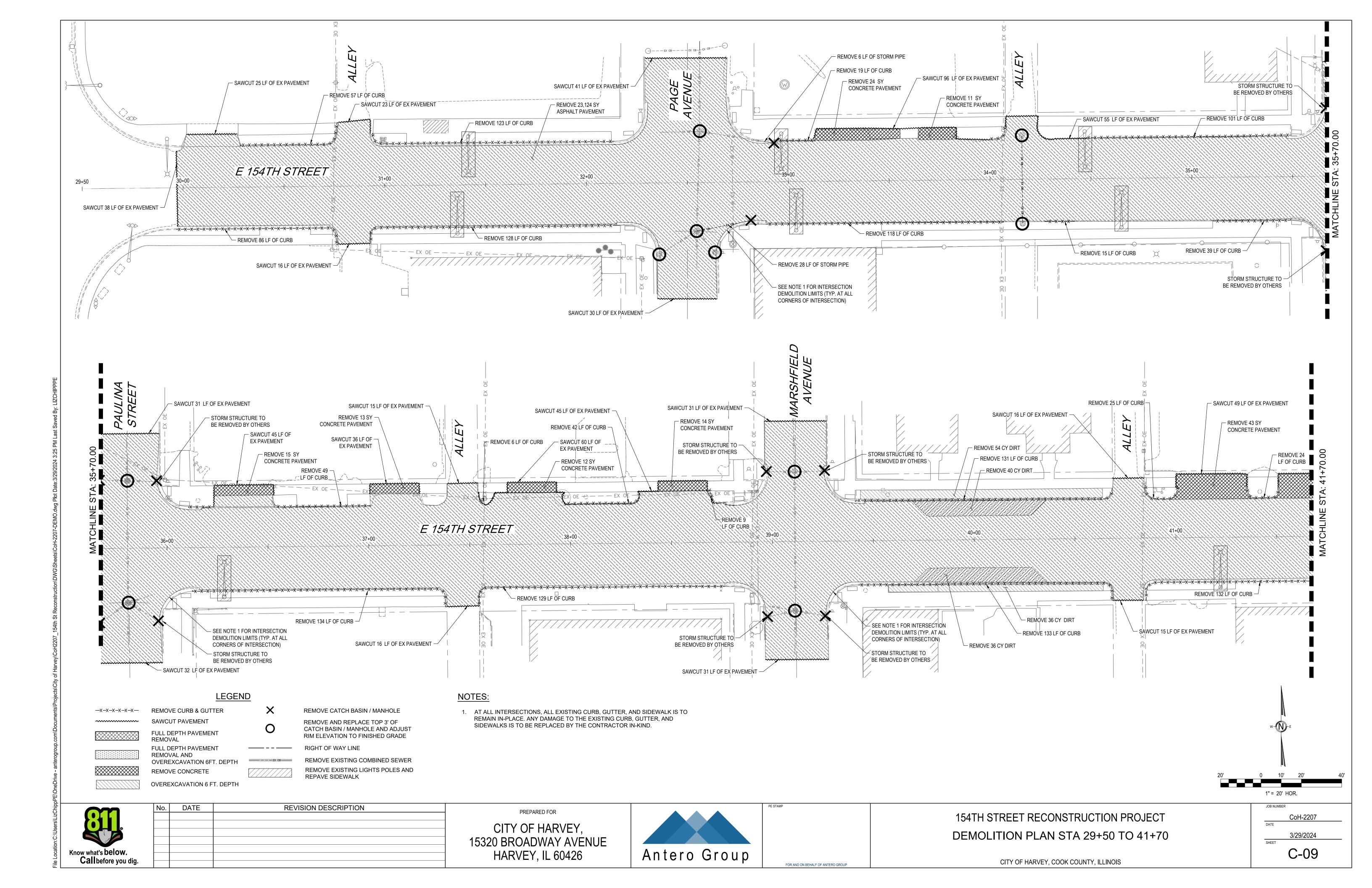
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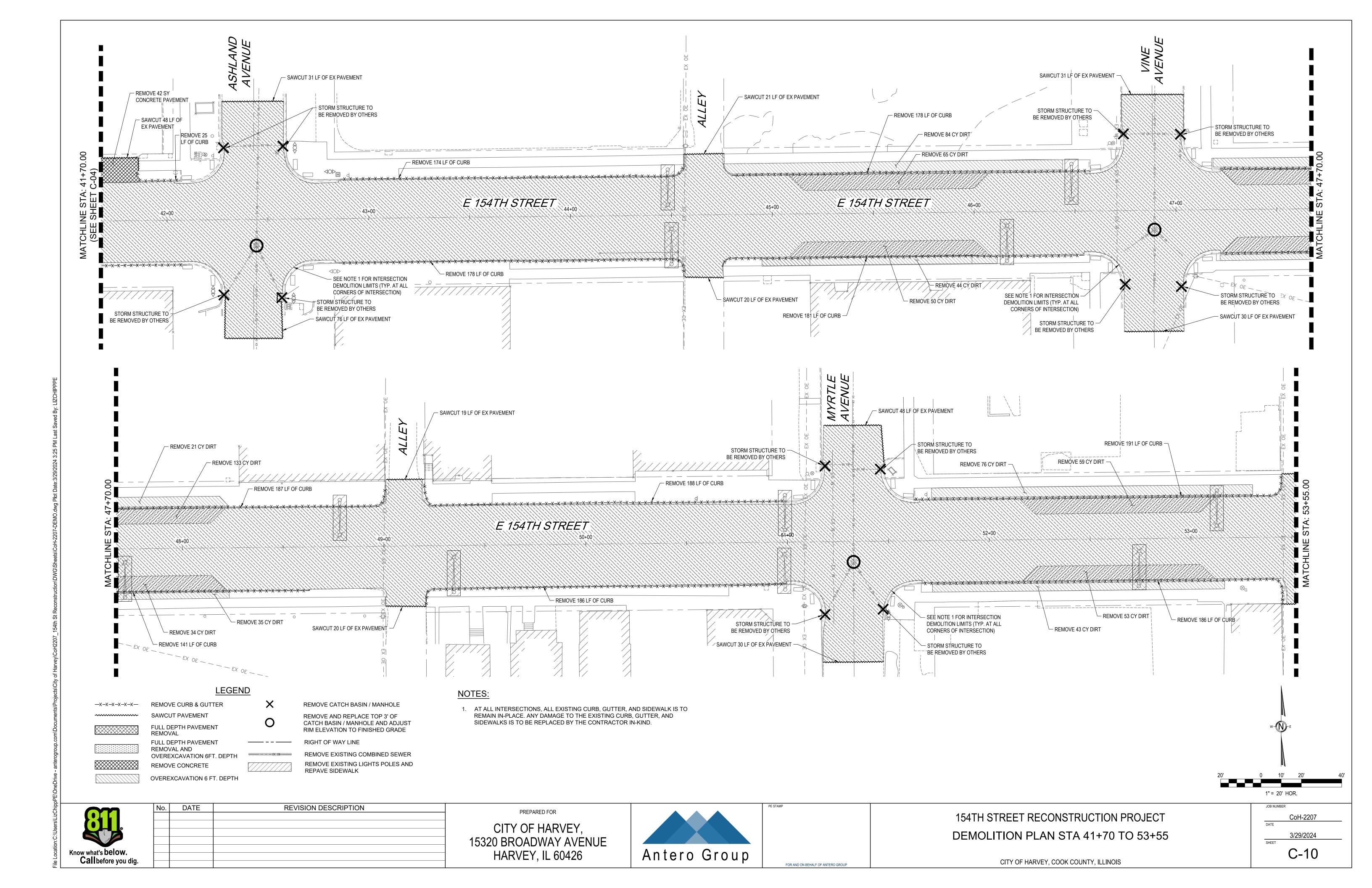


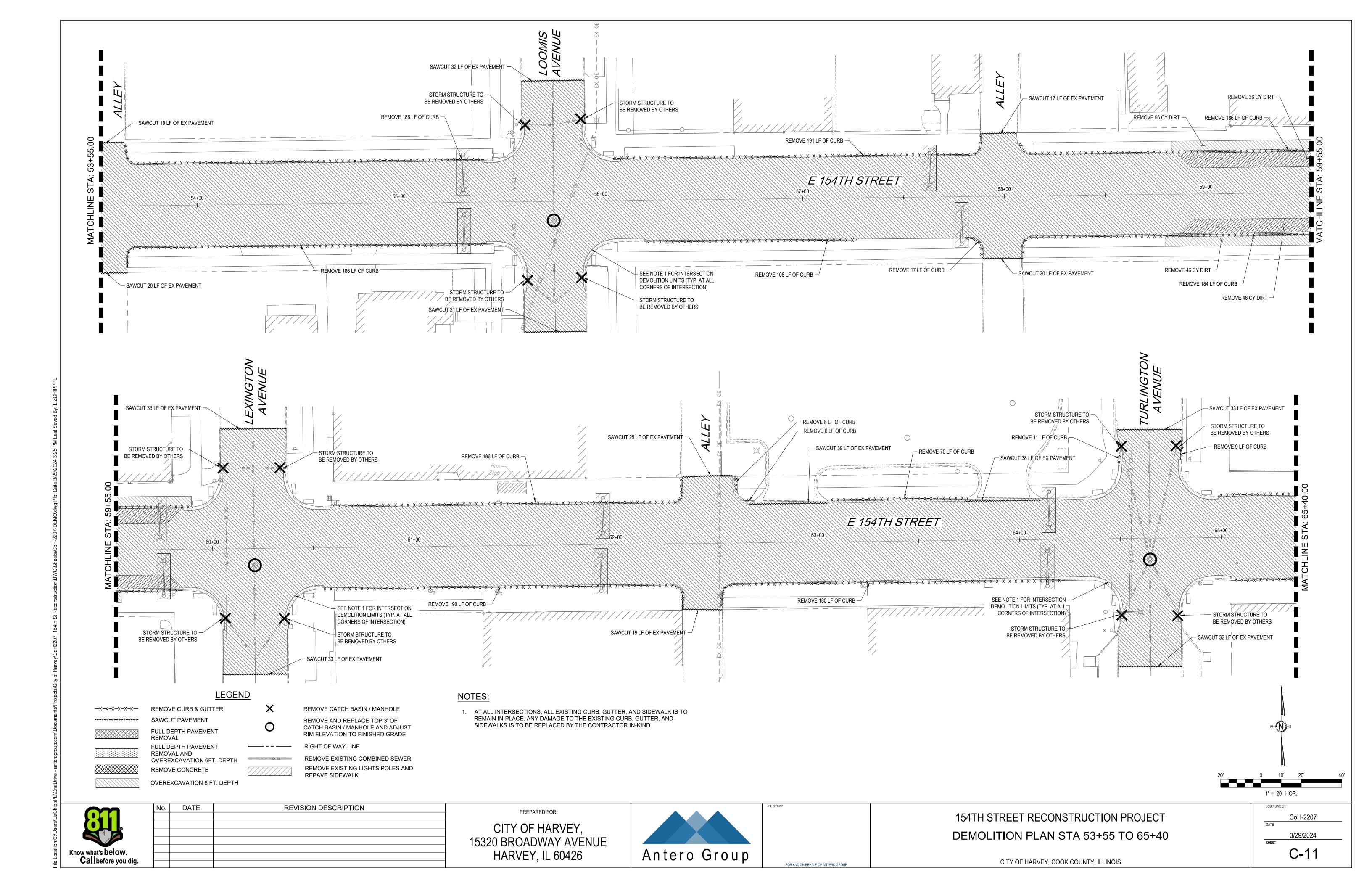


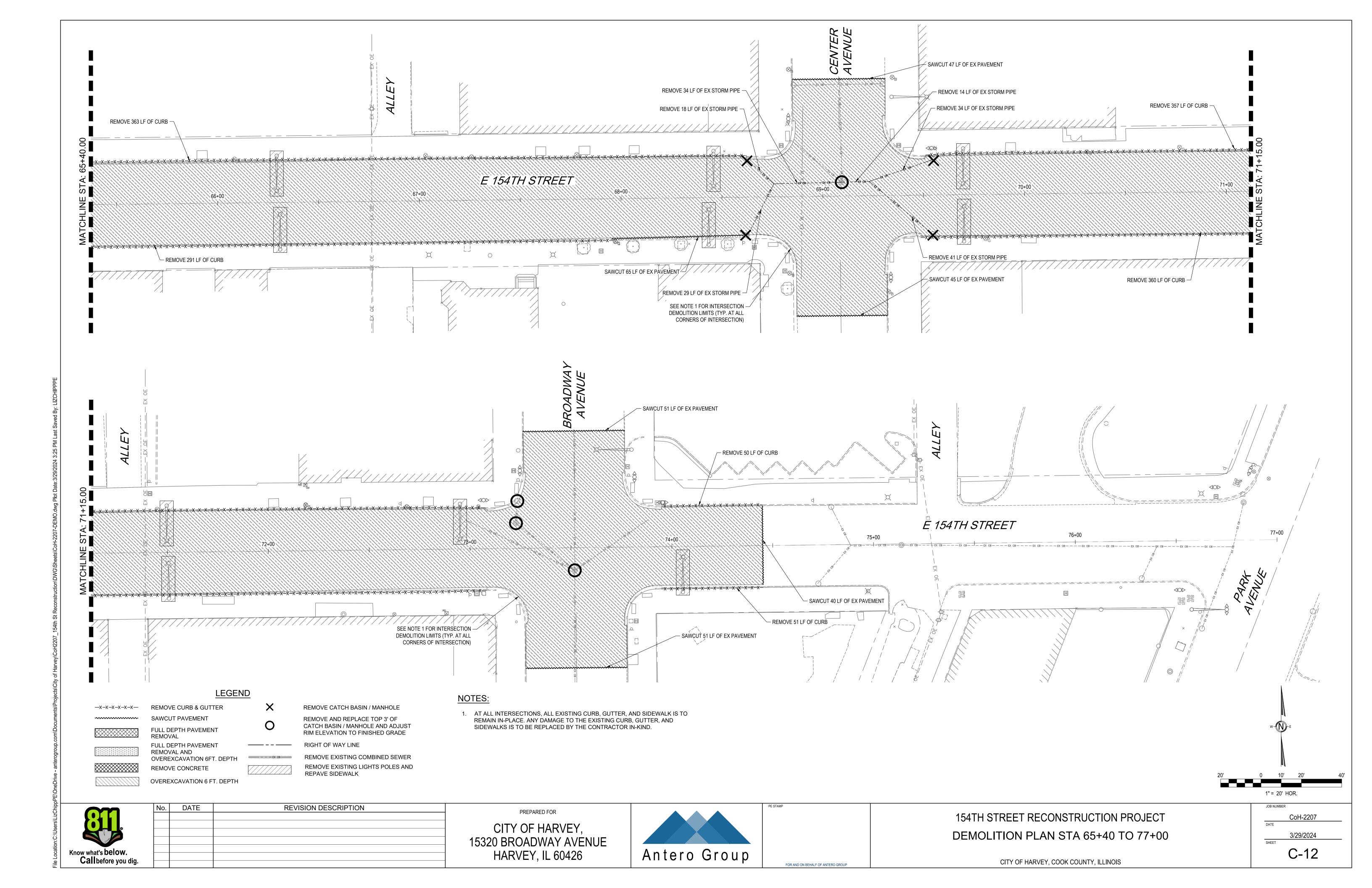


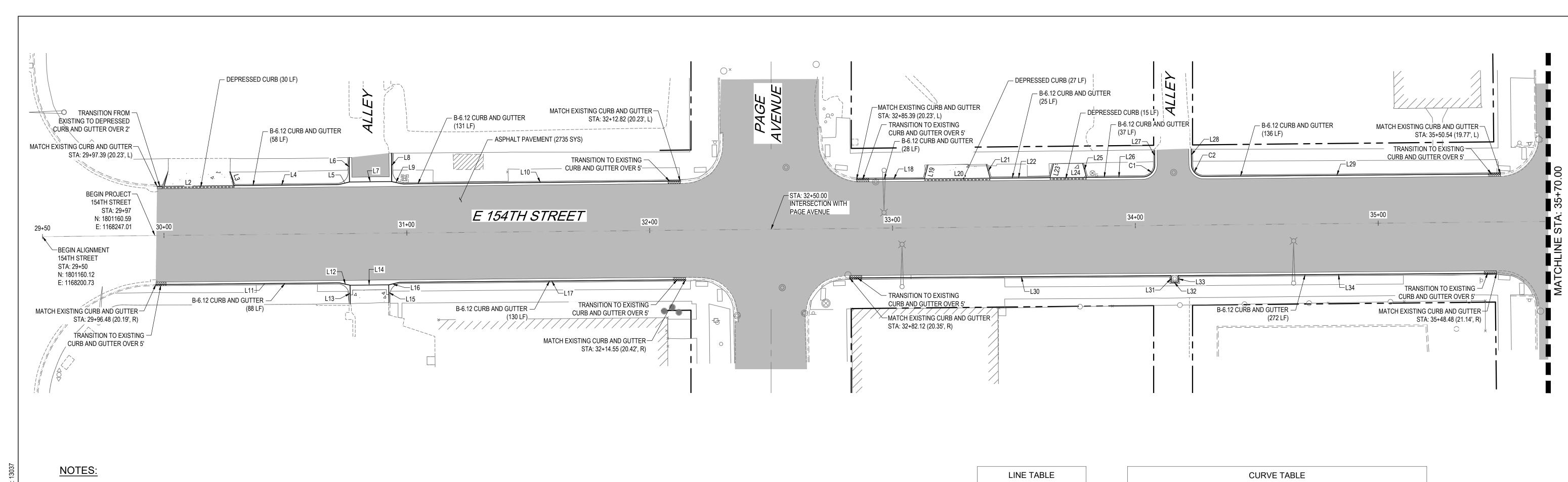








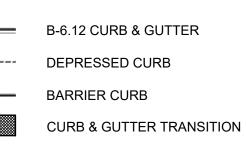




- 1. ALL LINES AND CURVES DENOTE LOCATION OF THE FLOW LINE UNLESS OTHERWISE NOTED.
- 2. REFERENCE DETAILS FOR CURB TYPE B-6.12 AND CURB CUTS.

LINE#	BEARING	DISTANCE
L2	N89°25'16"E	29.74
L3	S15°34'44"E	5.94
L4	N89°25'16"E	42.52
L5	N76°44'27"E	4.00
L6	N00°34'44"W	10.11
L7	N89°25'16"E	17.39
L8	N00°34'44"W	11.69
L9	N77°53'55"W	4.00
L10	S89°25'12"W	113.83
L11	N89°28'54"E	74.96
L12	S77°49'35"E	4.00
L13	S00°34'30"E	7.57
L14	N89°28'54"E	15.92
L15	N00°34'29"W	7.30
L16	N76°48'46"E	4.00
L17	N89°28'54"E	117.19
L18	N89°31'14"E	27.94
L19	S14°31'14"W	5.91
L20	N89°31'14"E	79.14
L21	S15°28'46"E	5.91
L22	N89°31'14"E	24.15
L23	S14°31'14"W	5.91
L24	N89°31'14"E	16.00
L25	S15°28'46"E	5.91
L26	N89°31'14"E	22.70
L27	N00°28'46"W	5.90
L28	S00°28'46"E	6.24
L29	N89°31'14"E	122.22
L30	N89°35'25"E	132.33
L31	S00°24'35"E	2.73
L32	N89°35'25"E	3.00
L33	N00°24'35"W	2.73
L34	N89°35'25"E	131.03

CURVE TABLE					
CURVE#	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	7.85	5.00	90°00'00"	N44°31'14"E	7.07
C2	7.85	5.00	90°00'00"	S45°28'46"E	7.07



**LEGEND** 

ASPHALT PAVEMENT

CONCRETE PAVEMENT

----- RIGHT OF WAY LINE

L25	S15°28'46"E	5.91
L26	N89°31'14"E	22.70
L27	N00°28'46"W	5.90
L28	S00°28'46"E	6.24
L29	N89°31'14"E	122.22
L30	N89°35'25"E	132.33
L31	S00°24'35"E	2.73
L32	N89°35'25"E	3.00
L33	N00°24'35"W	2.73
L34	N89°35'25"E	131.03

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20'	0	10'	20'	40'
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Know what's <b>below. Call</b> before you dig.

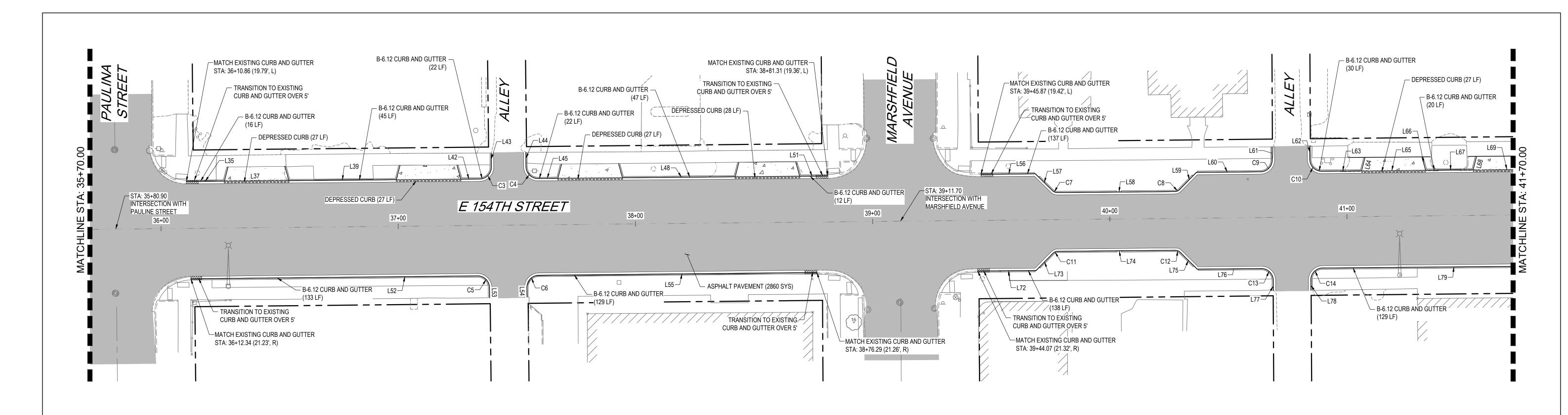
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PREPARED FOR CITY OF HARVEY, 15320 BROADWAY AVENUE HARVEY, IL 60426



154TH STREET RECONSTRUCTION PROJECT	
GEOMETRY PLAN STA 29+50 TO 35+70	

C-13



- 1. ALL LINES AND CURVES DENOTE LOCATION OF THE FLOW LINE UNLESS OTHERWISE NOTED.
- 2. REFERENCE DETAILS FOR CURB TYPE B-6.12 AND CURB CUTS.

CURVE TABLE					
CURVE#	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C3	7.85	5.00	90°00'00"	N44°30'42"E	7.07
C4	7.85	5.00	90°00'00"	S45°29'18"E	7.07
C5	7.85	5.00	90°00'00"	S45°34'20"E	7.07
C6	7.85	5.00	90°00'00"	N44°25'40"E	7.07
C7	2.36	3.00	45°00'00"	S68°00'56"E	2.30
C8	2.36	3.00	45°00'00"	N66°59'04"E	2.30
C9	7.85	5.00	89°58'50"	N44°29'39"E	7.07
C10	7.86	5.00	90°01'10"	N45°30'21"W	7.07
C11	2.36	3.00	45°00'00"	N67°00'14"E	2.30
C12	2.36	3.00	45°00'00"	S67°59'46"E	2.30
C13	7.85	5.00	90°00'00"	S45°29'46"E	7.07
C14	7.85	5.00	90°00'00"	N44°30'14"E	7.07



B-6.12 CURB & GUTTER

----- DEPRESSED CURB

BARRIER CURB

CURB & GUTTER TRANSITION

ASPHALT PAVEMENT

CONCRETE PAVEMENT

Know what's below. Callbefore you dig.

DATE	REVISION DESCRIPTION	PREPARED FOR
		THE ARED TOR
		CITY OF HARVEY,
		<u>'</u>
		15320 BROADWAY AVENUE
		HARVEY, IL 60426



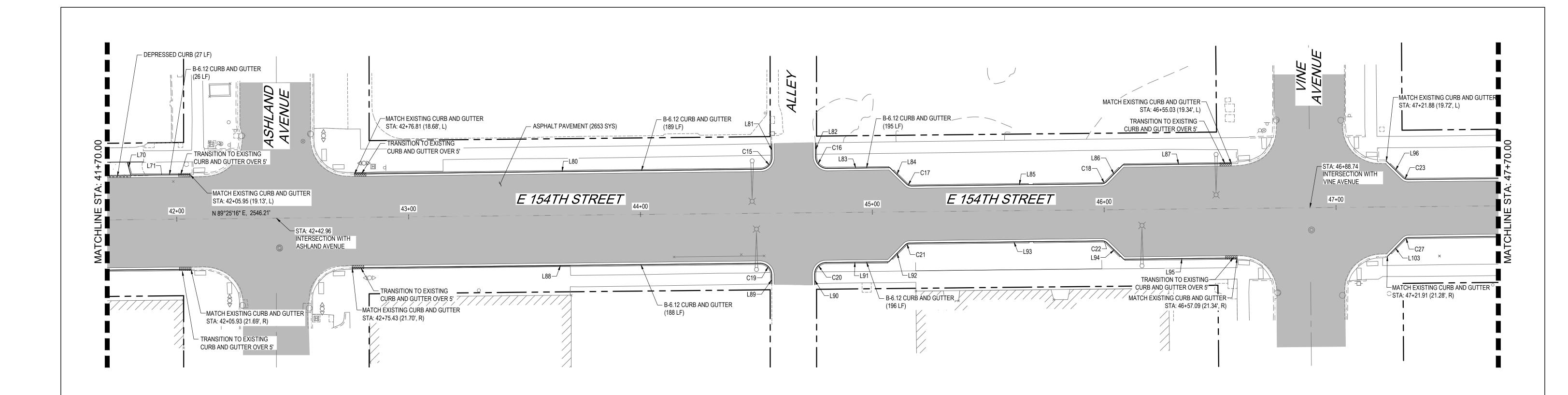
154TH STREET RECONSTRUCTION PROJECT GEOMETRY PLAN STA 35+70 TO 41+70 CoH-2207

DATE

3/29/2024

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C-14



- 1. ALL LINES AND CURVES DENOTE LOCATION OF THE FLOW LINE UNLESS
- 2. REFERENCE DETAILS FOR CURB TYPE B-6.12 AND CURB CUTS.

LINE TABLE				
LINE#	BEARING	DISTANCE		
L70	S15°30'56"E	5.86		
L71	S89°29'04"W	25.58		
L80	N89°19'15"E	175.13		
L81	N00°40'45"W	5.93		
L82	S00°40'45"E	6.06		
L83	N89°19'15"E	27.00		
L84	S45°40'45"E	10.07		
L85	N89°19'15"E	50.40		
L86	N44°19'15"E	10.07		
L87	N89°19'15"E	46.84		
L88	N89°22'02"E	175.88		
L89	S00°37'58"E	4.02		
L90	N00°37'58"W	4.47		
L91	N89°22'02"E	27.00		
L92	N44°22'02"E	10.07		
L93	N89°22'02"E	51.36		
L94	S45°37'58"E	10.07		
L95	N89°22'02"E	48.87		
L96	S45°35'01"E	10.07		
L103	N44°18'02"E	10.07		

CURVE TABLE					
CURVE#	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C15	7.85	5.00	90°00'00"	N44°19'15"E	7.07
C16	7.85	5.00	90°00'00"	S45°40'45"E	7.07
C17	2.36	3.00	45°00'00"	S68°10'45"E	2.30
C18	2.36	3.00	45°00'00"	N66°49'15"E	2.30
C19	7.85	5.00	90°00'00"	S45°37'58"E	7.07
C20	7.85	5.00	90°00'00"	N44°22'02"E	7.07
C21	2.36	3.00	45°00'00"	N66°52'02"E	2.30
C22	2.36	3.00	45°00'00"	S68°07'58"E	2.30
C23	2.36	3.00	45°00'00"	S68°05'01"E	2.30
C27	2.36	3.00	45°00'00"	N66°48'02"E	2.30

**LEGEND** 

B-6.12 CURB & GUTTER

DEPRESSED CURB

**CURB & GUTTER TRANSITION** 

ASPHALT PAVEMENT CONCRETE PAVEMENT

No. DATE

REVISION DESCRIPTION



154TH STREET RECONSTRUCTION PROJECT

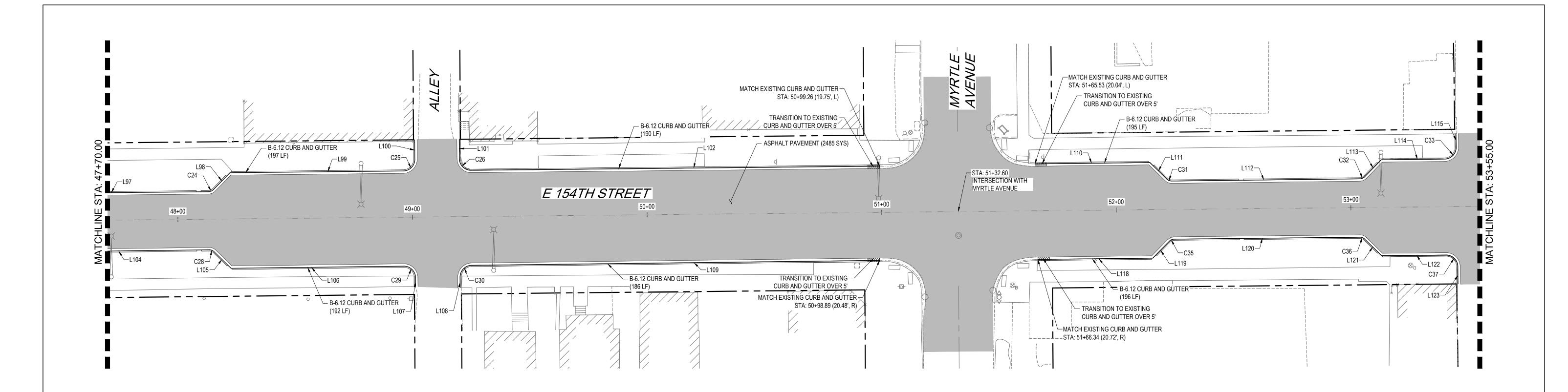
C-15

Know what's below. Call before you dig.

CITY OF HARVEY, 15320 BROADWAY AVENUE HARVEY, IL 60426

PREPARED FOR

GEOMETRY PLAN STA 41+70 TO 47+70



- 1. ALL LINES AND CURVES DENOTE LOCATION OF THE FLOW LINE UNLESS
- 2. REFERENCE DETAILS FOR CURB TYPE B-6.12 AND CURB CUTS.

	LINE TAB	LE
LINE#	BEARING	DISTANCE
L97	N89°24'59"E	82.00
L98	N44°24'59"E	10.07
L99	N89°24'59"E	73.86
L100	N00°21'55"W	8.29
L101	S00°21'55"E	8.25
L102	N89°24'59"E	174.03
L104	N89°18'02"E	82.00
L106	N89°18'02"E	73.58
L107	S00°21'55"E	3.61
L108	N00°21'55"W	4.46
L109	N89°18'02"E	173.86
L110	N89°19'39"E	49.00
L111	S45°40'21"E	10.07
L112	N89°19'39"E	49.60
L113	N44°19'39"E	10.07
L114	N89°19'39"E	27.00
L115	N00°47'02"W	5.75
L118	N89°23'16"E	49.00
L119	N44°23'16"E	10.07
L120	N89°23'16"E	49.32
L121	S45°36'44"E	10.07
L122	N89°23'16"E	27.41
L123	S00°47'02"E	7.39

CURVE TABLE					
CURVE#	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C24	2.36	3.00	45°00'00"	N66°54'59"E	2.30
C25	7.83	5.00	89°46'54"	N44°31'32"E	7.06
C26	7.87	5.00	90°13'06"	S45°28'28"E	7.08
C28	2.36	3.00	45°00'00"	S68°11'58"E	2.30
C29	7.88	5.00	90°20'03"	S45°31'56"E	7.09
C30	7.82	5.00	89°39'57"	N44°28'04"E	7.05
C31	2.36	3.00	45°00'00"	S68°10'21"E	2.30
C32	2.36	3.00	45°00'00"	N66°49'39"E	2.30
C33	7.86	5.00	90°06'41"	N44°16'19"E	7.08
C35	2.36	3.00	45°00'00"	N66°53'16"E	2.30
C36	2.36	3.00	45°00'00"	S68°06'44"E	2.30
C37	7.84	5.00	89°49'42"	S45°41'53"E	7.06

**LEGEND** 

B-6.12 CURB & GUTTER

DEPRESSED CURB BARRIER CURB

**CURB & GUTTER TRANSITION** 

ASPHALT PAVEMENT CONCRETE PAVEMENT

 RIGHT OF WAY LINE

Know what's below.
Callbefore you dig.

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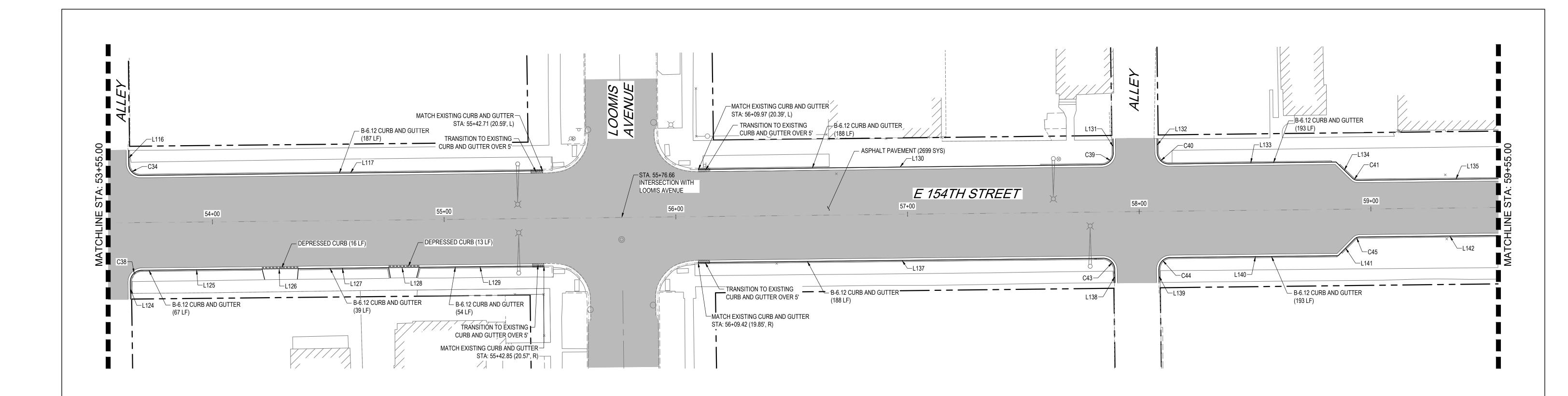




154TH STREET RECONSTRUCTION PROJECT
GEOMETRY PLAN STA 47+70 TO 53+55

CITY OF HARVEY, COOK COUNTY, ILLINOIS

C-16



- 1. ALL LINES AND CURVES DENOTE LOCATION OF THE FLOW LINE UNLESS OTHERWISE NOTED.
- 2. REFERENCE DETAILS FOR CURB TYPE B-6.12 AND CURB CUTS.

LINE TABLE				
LINE#	BEARING	DISTANCE		
L116	S00°47'02"E	5.92		
L117	N89°19'39"E	173.57		
L124	N00°47'02"W	7.38		
L125	N89°23'16"E	51.93		
L127	N89°23'16"E	38.99		
L128	N89°23'16"E	173.59		
L129	N89°23'16"E	53.84		
L130	N89°20'13"E	117.58		
L131	N00°47'02"W	6.12		
L132	S00°47'02"E	6.00		
L133	N89°20'13"E	72.09		
L134	S45°39'47"E	10.07		
L135	N89°20'13"E	82.12		
L137	N89°23'12"E	174.75		
L138	S00°47'02"E	5.64		
L139	N00°47'02"W	5.67		
L140	N89°23'12"E	72.44		
L141	N44°23'12"E	10.07		
L142	N89°23'12"E	81.98		

	CURVE TABLE				
CURVE#	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C34	7.84	5.00	89°53'19"	S45°43'41"E	7.06
C38	7.87	5.00	90°10'18"	N44°18'07"E	7.08
C39	7.86	5.00	90°07'15"	N44°16'36"E	7.08
C40	7.84	5.00	89°52'45"	S45°43'24"E	7.06
C41	2.36	3.00	45°00'00"	S68°09'47"E	2.30
C43	7.84	5.00	89°49'46"	S45°41'55"E	7.06
C44	7.87	5.00	90°10'14"	N44°18'05"E	7.08
C45	2.36	3.00	45°00'00"	N66°53'12"E	2.30

**LEGEND** 

B-6.12 CURB & GUTTER

DEPRESSED CURB

**CURB & GUTTER TRANSITION** 

ASPHALT PAVEMENT CONCRETE PAVEMENT

----- RIGHT OF WAY LINE

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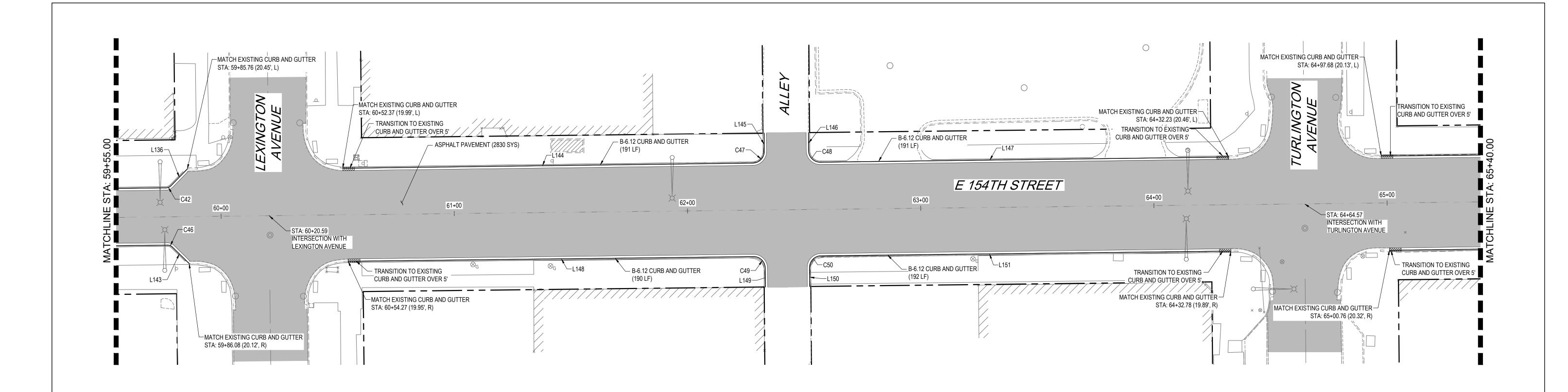
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PREPARED FOR CITY OF HARVEY, 15320 BROADWAY AVENUE HARVEY, IL 60426



154TH STREET RECONSTRUCTION PROJECT GEOMETRY PLAN STA 53+55 TO 59+55 C-17



- 1. ALL LINES AND CURVES DENOTE LOCATION OF THE FLOW LINE UNLESS
- OTHERWISE NOTED.
- 2. REFERENCE DETAILS FOR CURB TYPE B-6.12 AND CURB CUTS.

LINE TABLE					
LINE # BEARING DISTANCE					
L136	N44°20'13"E	10.07			
L143	S45°36'48"E	10.07			
L144	N89°16'27"E	175.84			
L145	N00°28'03"W	7.81			
L146	S00°28'03"E	7.74			
L147	N89°16'27"E	175.03			
L148	N89°20'14"E	173.76			
L149	S00°28'03"E	8.06			
L150	N00°28'03"W	8.10			
L151	N89°20'14"E	175.75			

	CURVE TABLE						
CURVE#	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH		
C42	2.36	3.00	45°00'00"	N66°50'13"E	2.30		
C46	2.36	3.00	45°00'00"	S68°06'48"E	2.30		
C47	7.83	5.00	89°44'30"	N44°24'12"E	7.06		
C48	7.88	5.00	90°15'30"	S45°35'48"E	7.09		
C49	7.87	5.00	90°11'43"	S45°33'54"E	7.08		
C50	7.84	5.00	89°48'17"	N44°26'06"E	7.06		

**LEGEND** 

B-6.12 CURB & GUTTER

BARRIER CURB

DEPRESSED CURB

CURB & GUTTER TRANSITION

ASPHALT PAVEMENT

CONCRETE PAVEMENT

RIGHT OF WAY LINE

Know what's <b>below</b> .
Callbefore you dig.
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CITY OF HARVEY, 15320 BROADWAY AVENUE HARVEY, IL 60426



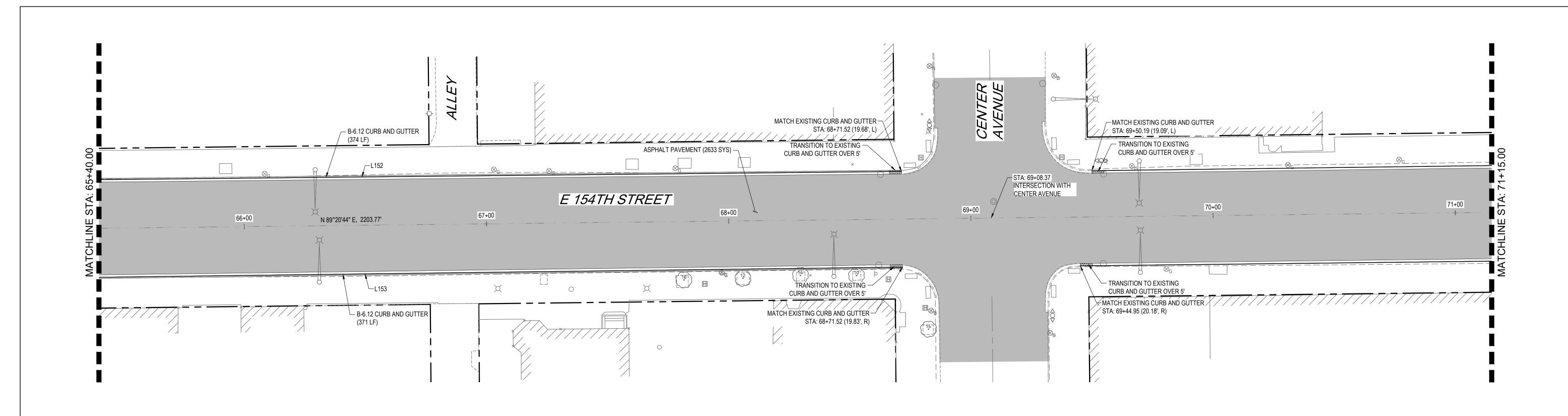
154TH STREET RECONSTRUCTION PROJECT GEOMETRY PLAN STA 59+55 TO 65+40 CoH-2207

DATE

3/29/2024

SHEET

C-18



1. ALL LINES AND CURVES DENOTE LOCATION OF THE FLOW LINE UNLESS

OTHERWISE NOTED.

2. REFERENCE DETAILS FOR CURB TYPE B-6.12 AND CURB CUTS.

LINE TABLE LINE # | BEARING | DISTANCE L152 N89°24'54"E 373.84 L153 N89°16'15"E 370.76



B-6.12 CURB & GUTTER

DEPRESSED CURB

**CURB & GUTTER TRANSITION** 

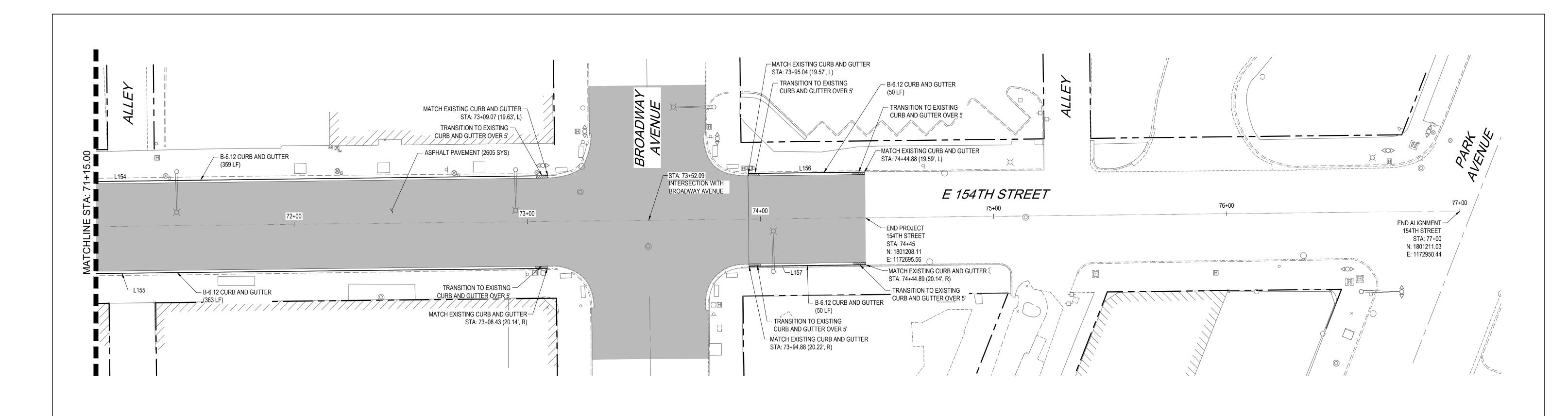
ASPHALT PAVEMENT CONCRETE PAVEMENT

----- RIGHT OF WAY LINE

	No.	DATE	REVISION DESCRIPTION	PREPARED FOR		PESTAMP
				CITY OF HARVEY, 15320 BROADWAY AVENUE		
Know what's below. Callbefore you dig.				HARVEY, IL 60426	Antero Group	FOR AND ON BEHALF OF ANTERO GF



154TH STREET RECONSTRUCTION PROJECT GEOMETRY PLAN STA 65+40 TO 71+15 C-19



- 1. ALL LINES AND CURVES DENOTE LOCATION OF THE FLOW LINE UNLESS OTHERWISE NOTED.
- 2. REFERENCE DETAILS FOR CURB TYPE B-6.12 AND CURB CUTS.

LINE TABLE					
LINE#	BEARING	DISTANCE			
L154	N89°15'32"E	358.87			
L155	N89°20'22"E	363.48			
L156	N89°19'38"E	49.84			
L157	N89°15'18"E	50.01			

**LEGEND** 

B-6.12 CURB & GUTTER

BARRIER CUR

CURB & GUTTER TRANSITION

ASPHALT PAVEMENT

No. DATE

DEPRESSED CURB

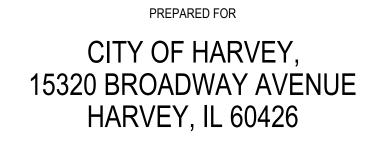
CONCRETE PAVEMENT

RIGHT OF WAY LINE

		W-N-E	:	
20'	0	10'	20'	
	1"	= 20' HC	DR.	

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REVISION DESCRIPTION





154TH STREET RECONSTRUCTION PROJECT	
GEOMETRY PLAN STA 71+15 TO 77+00	

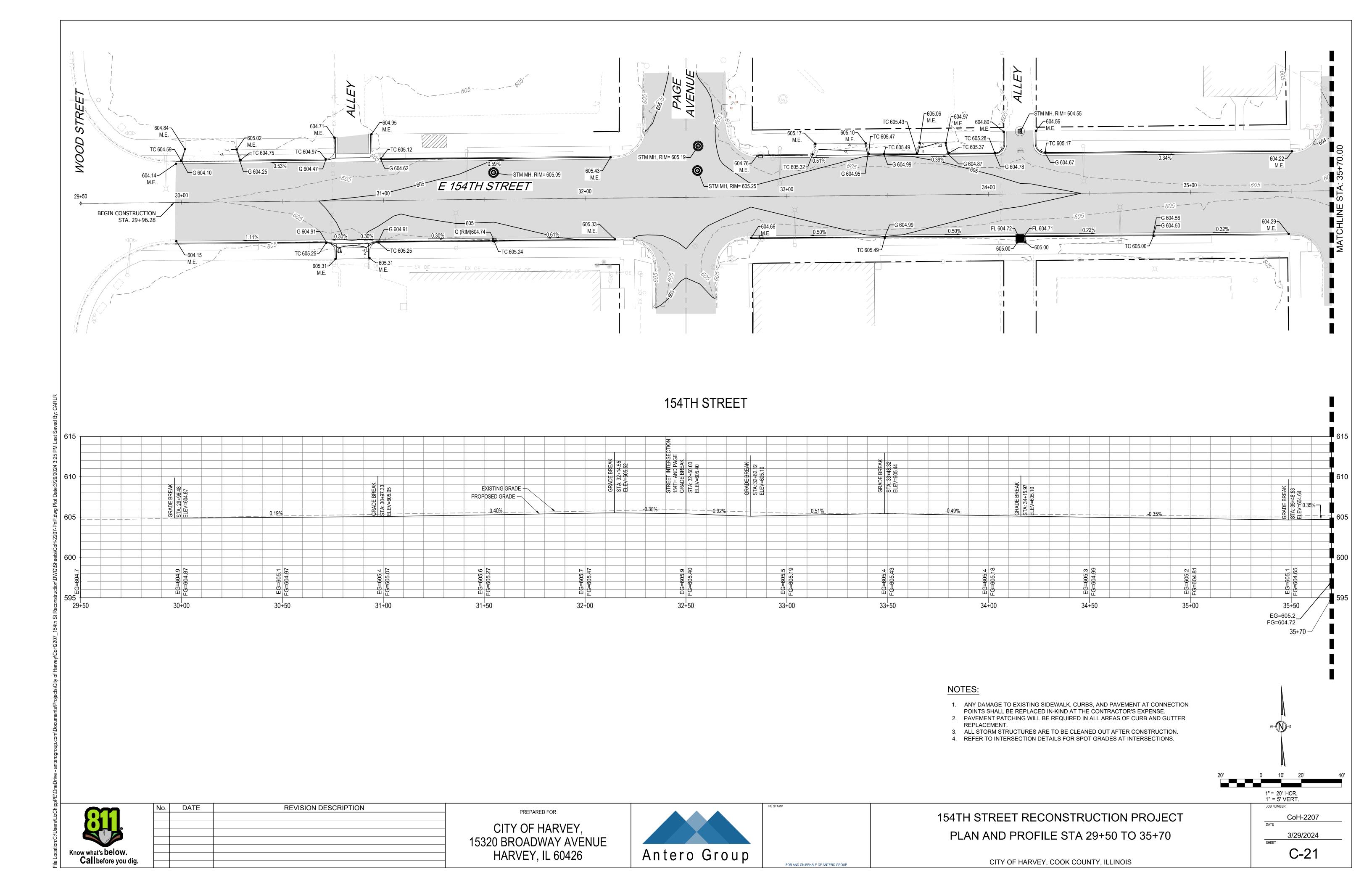
CoH-2207

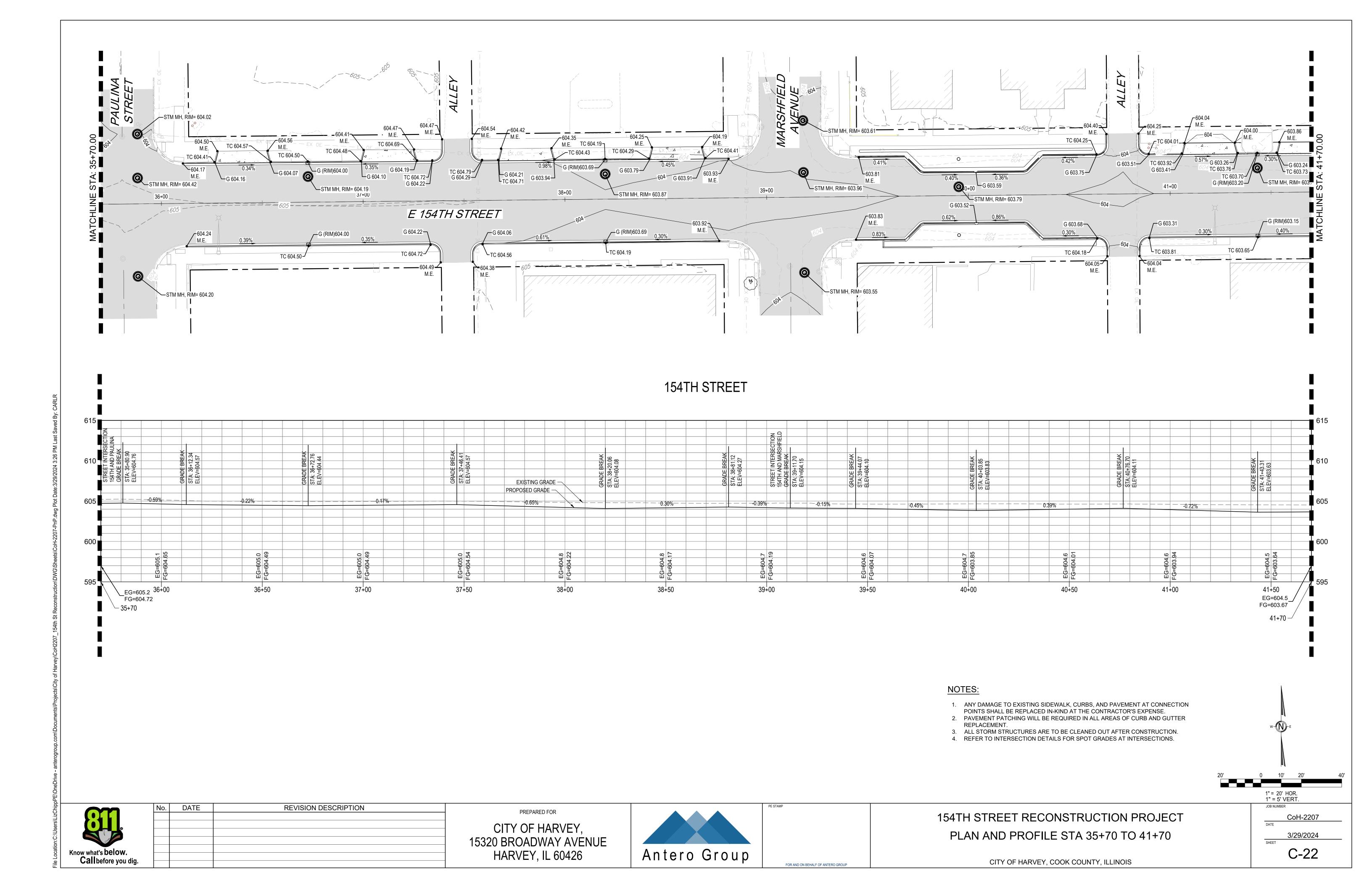
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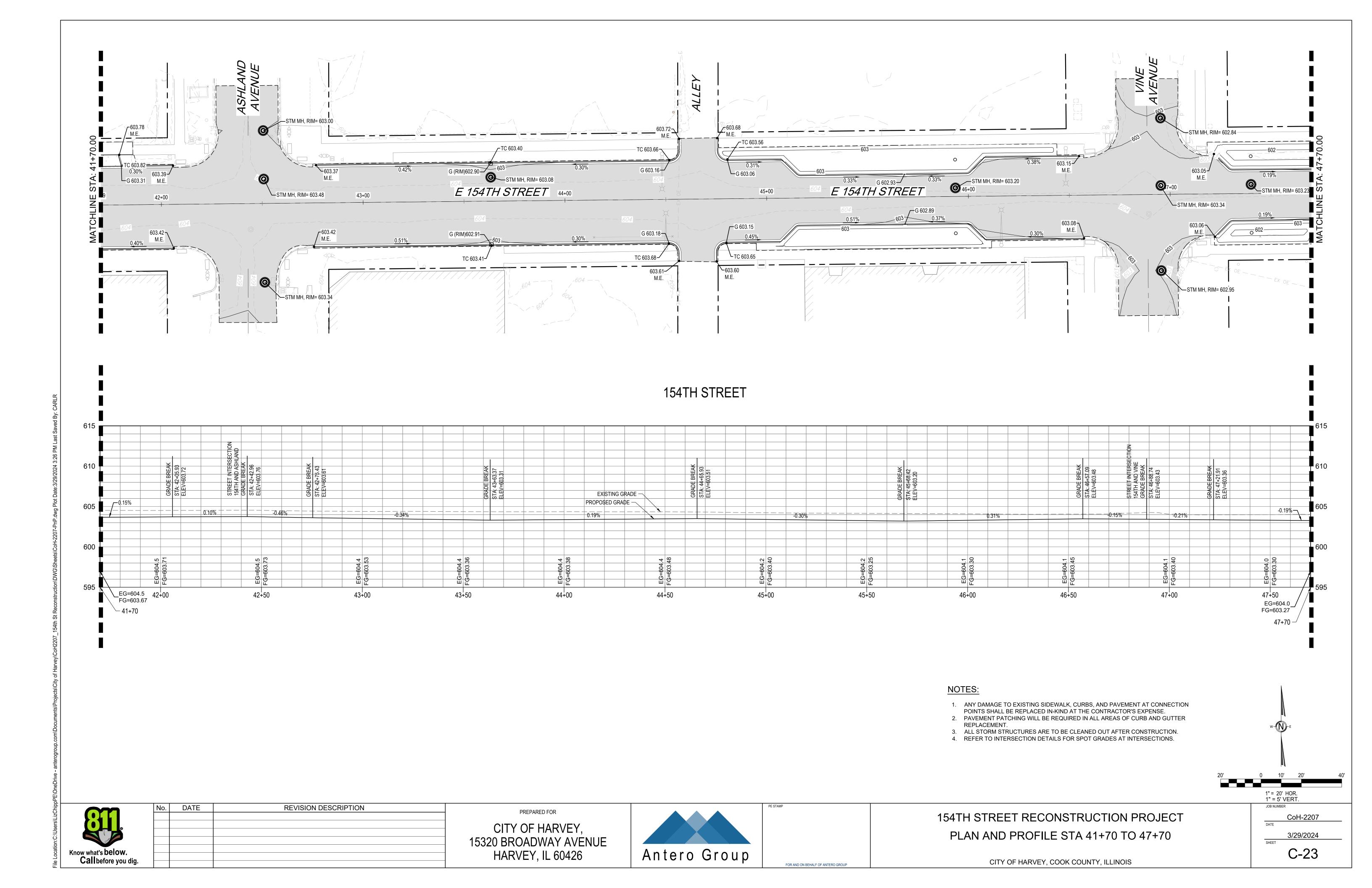
3/29/2024

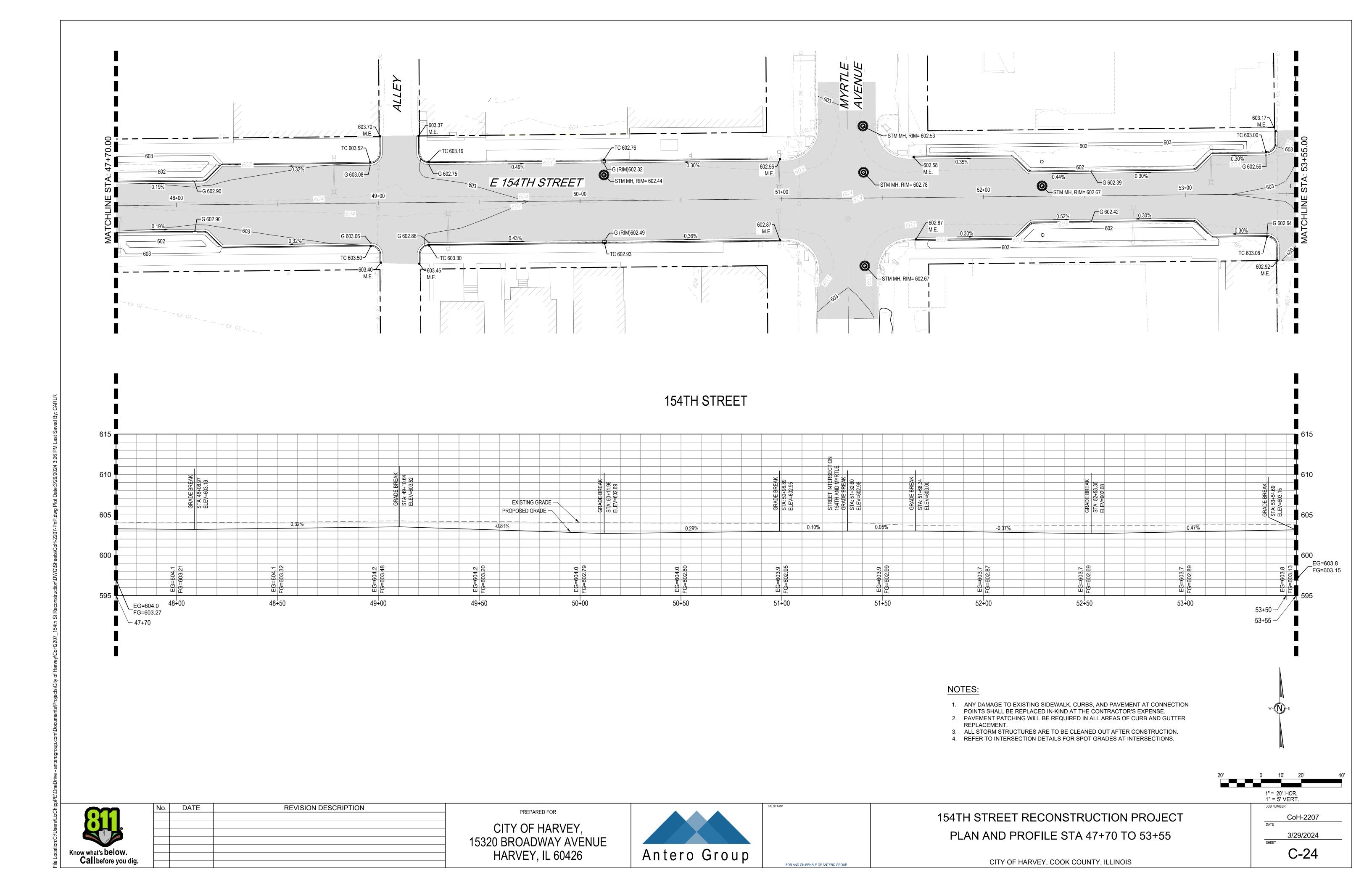
SHEET

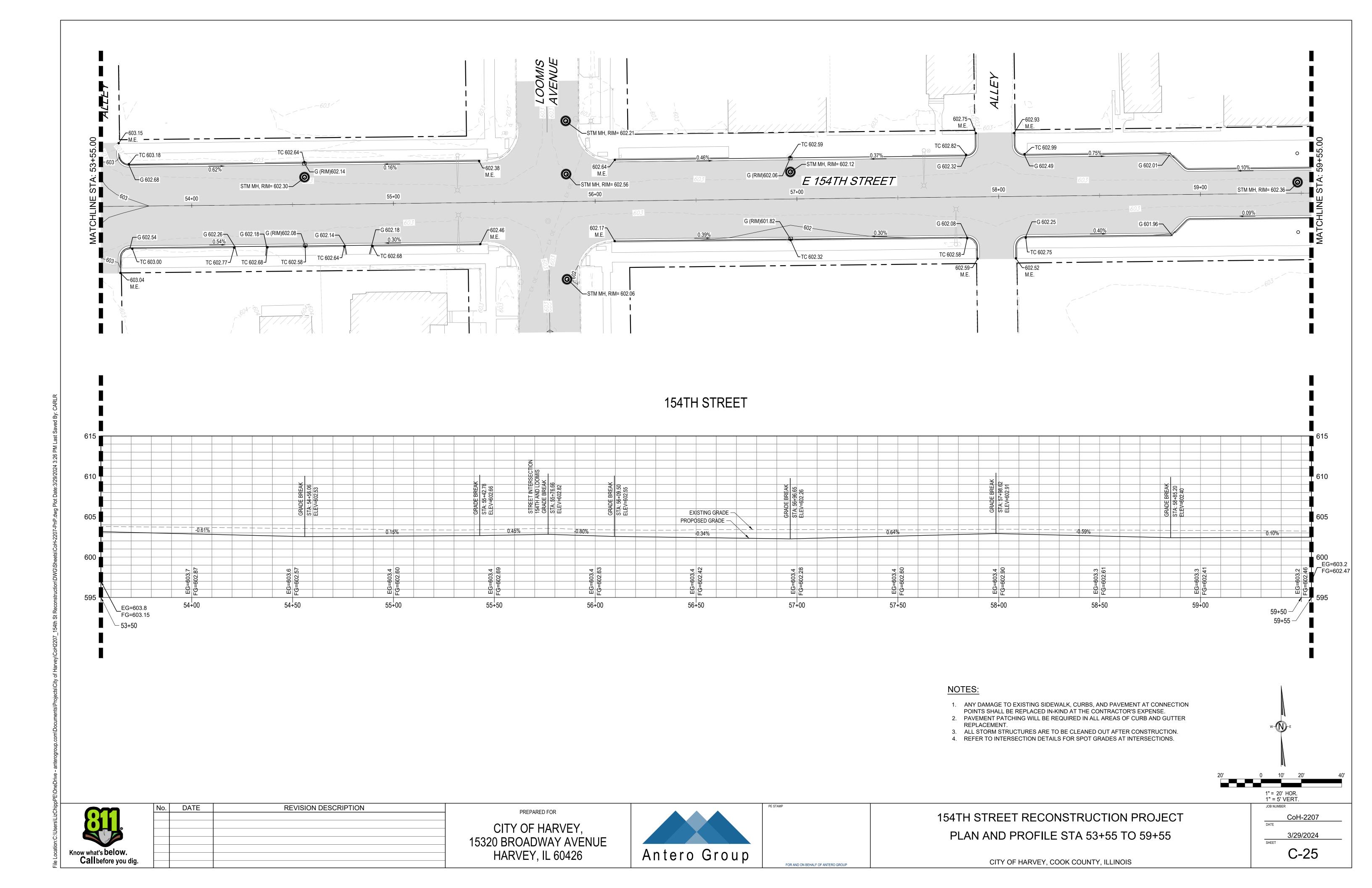
C-20

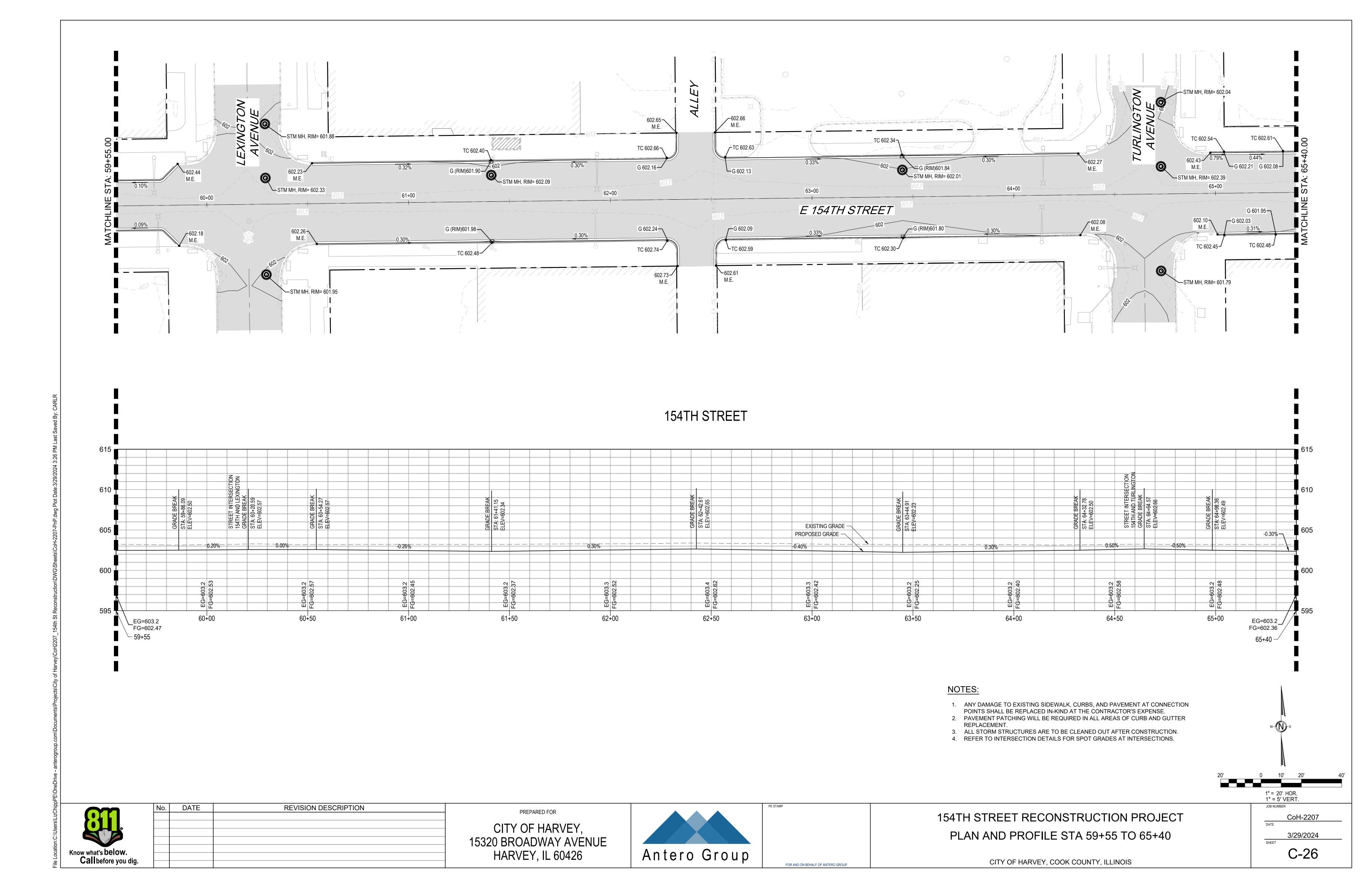


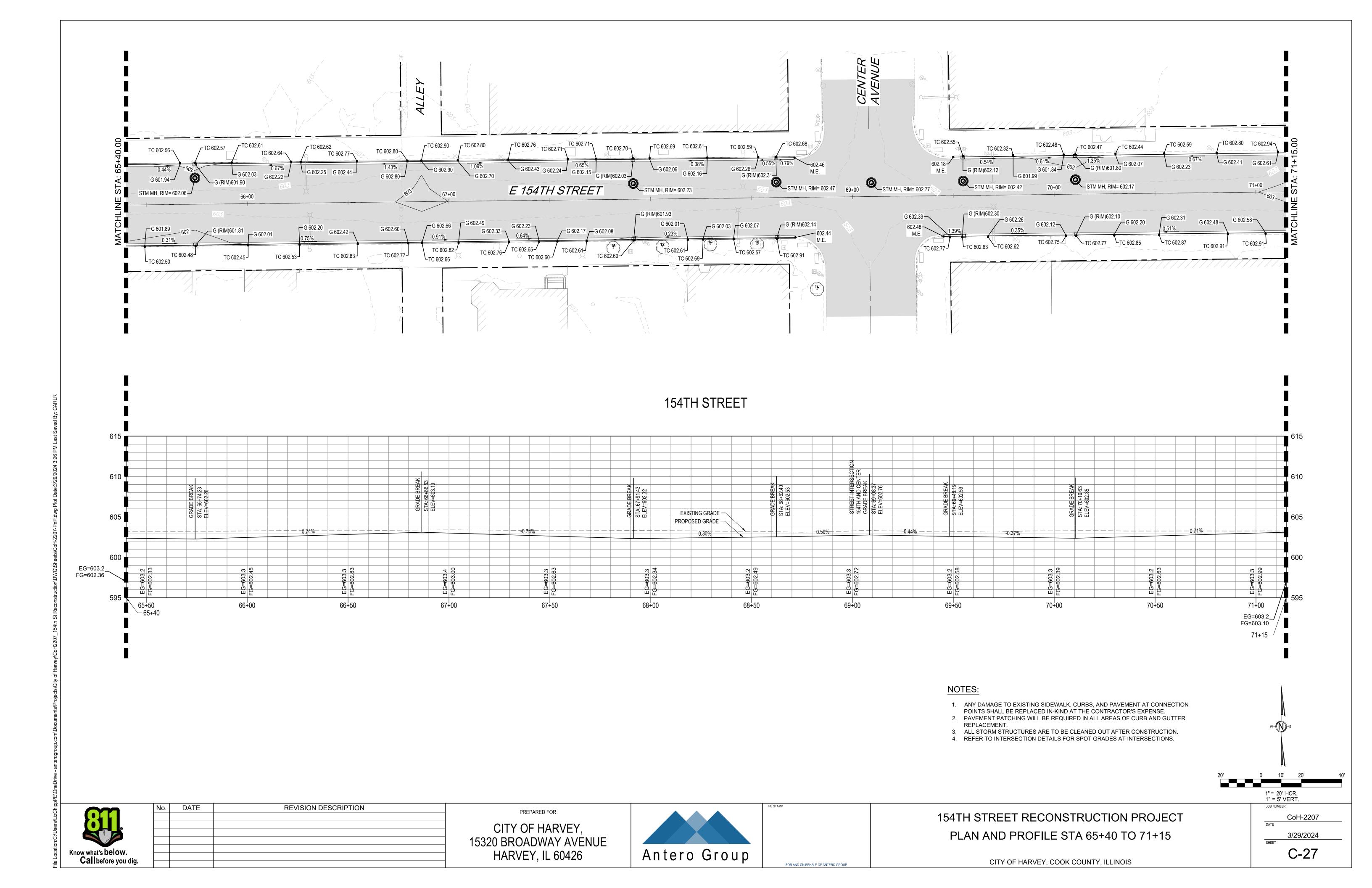


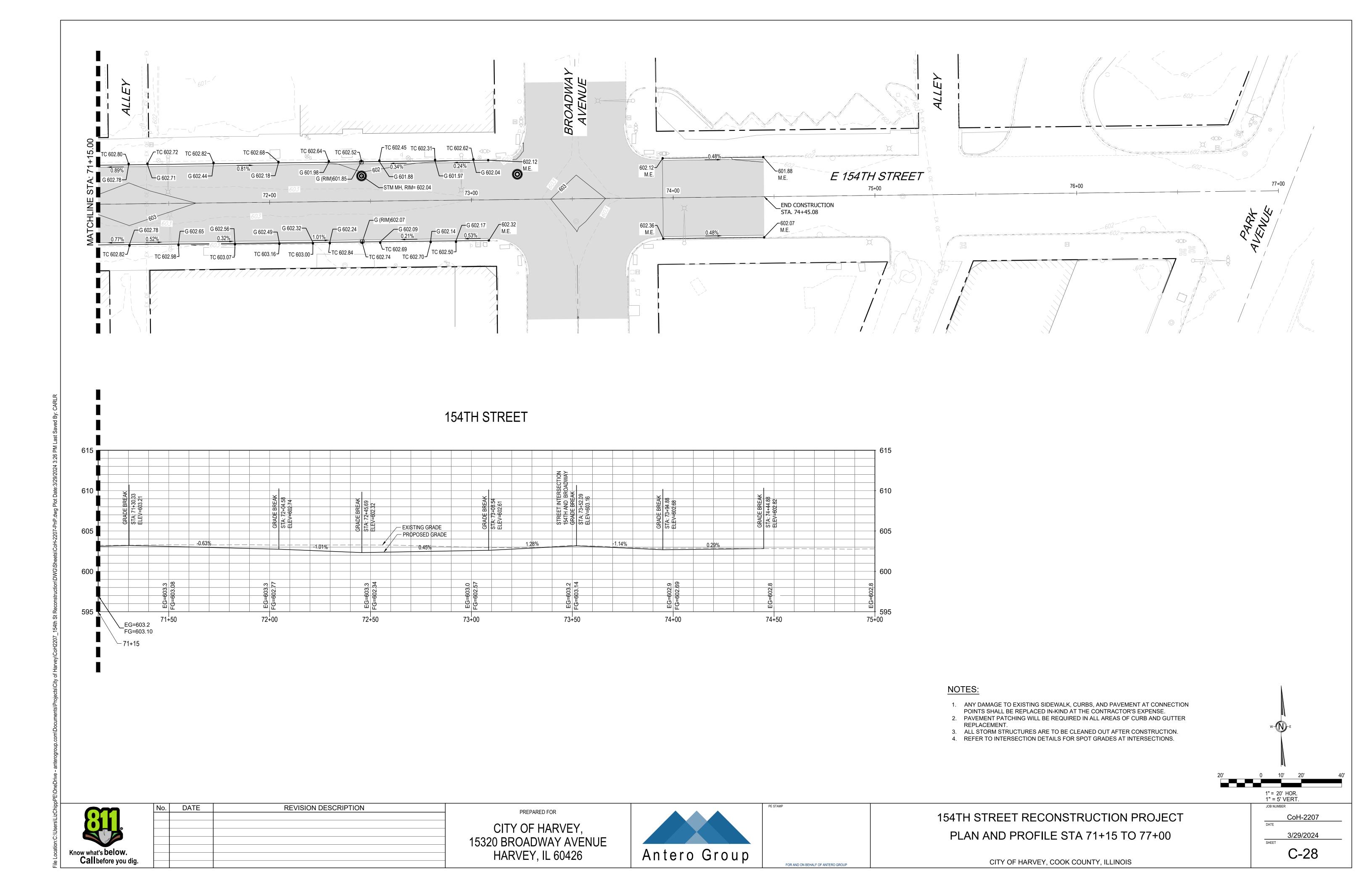


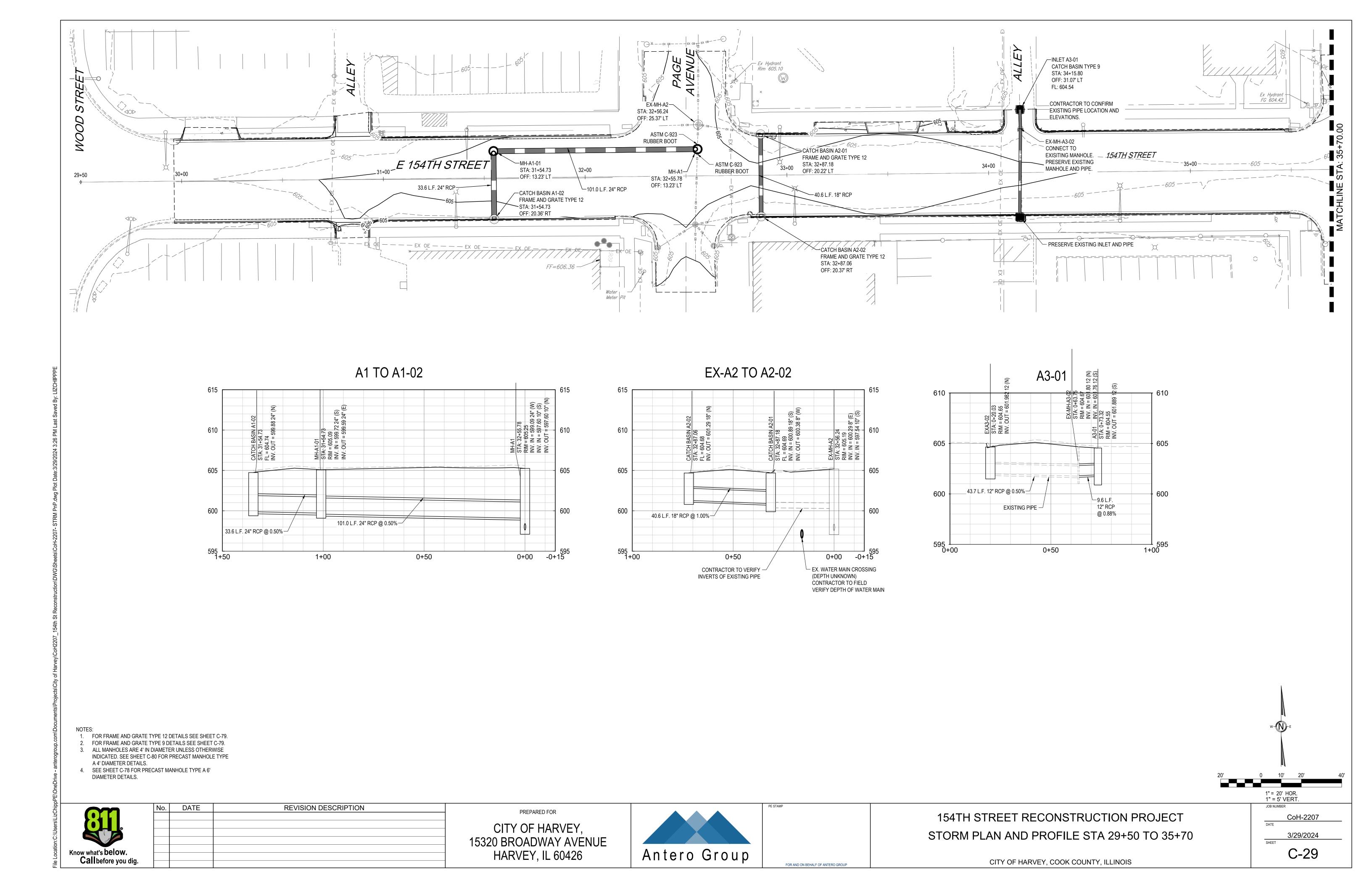


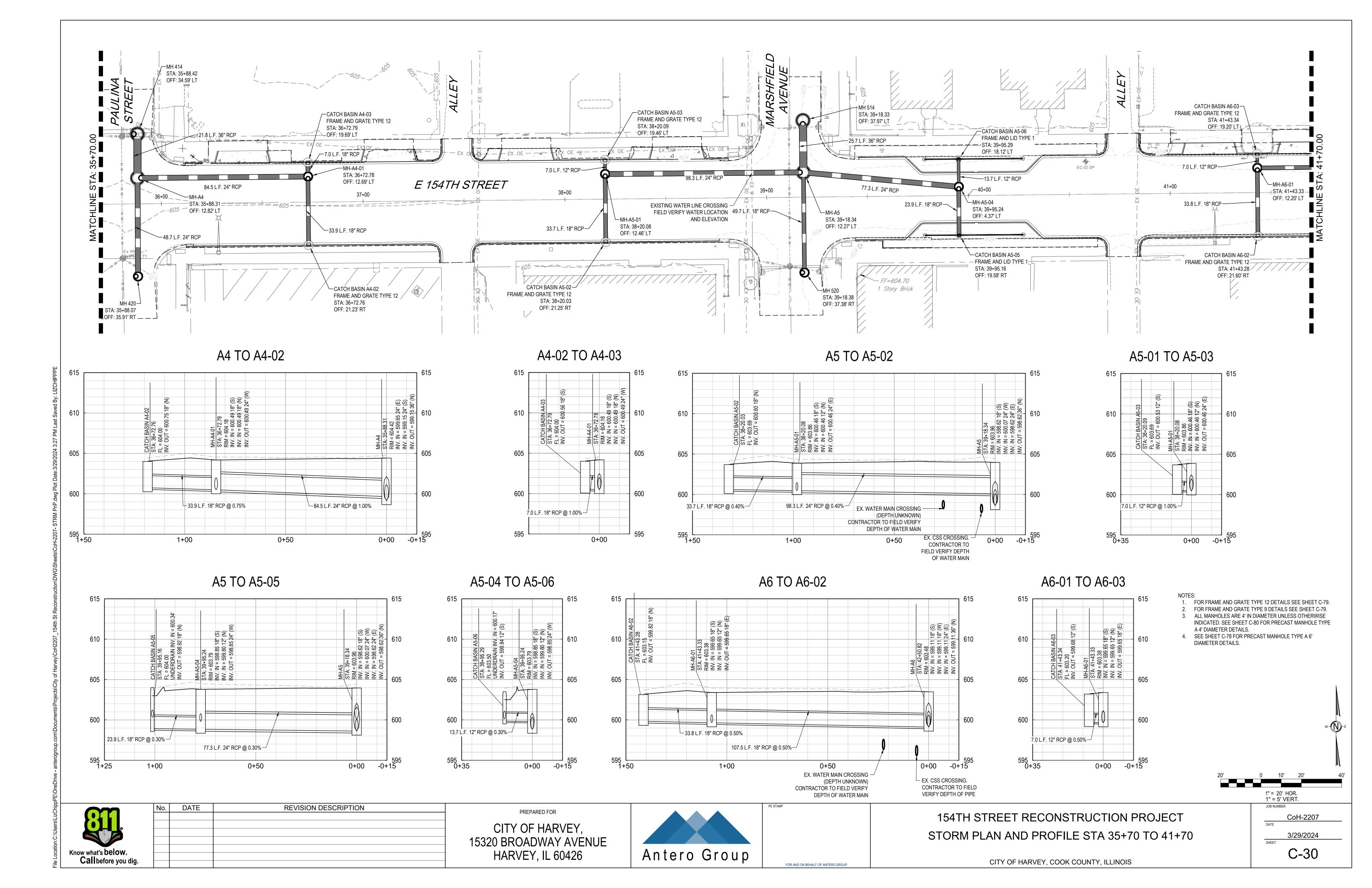


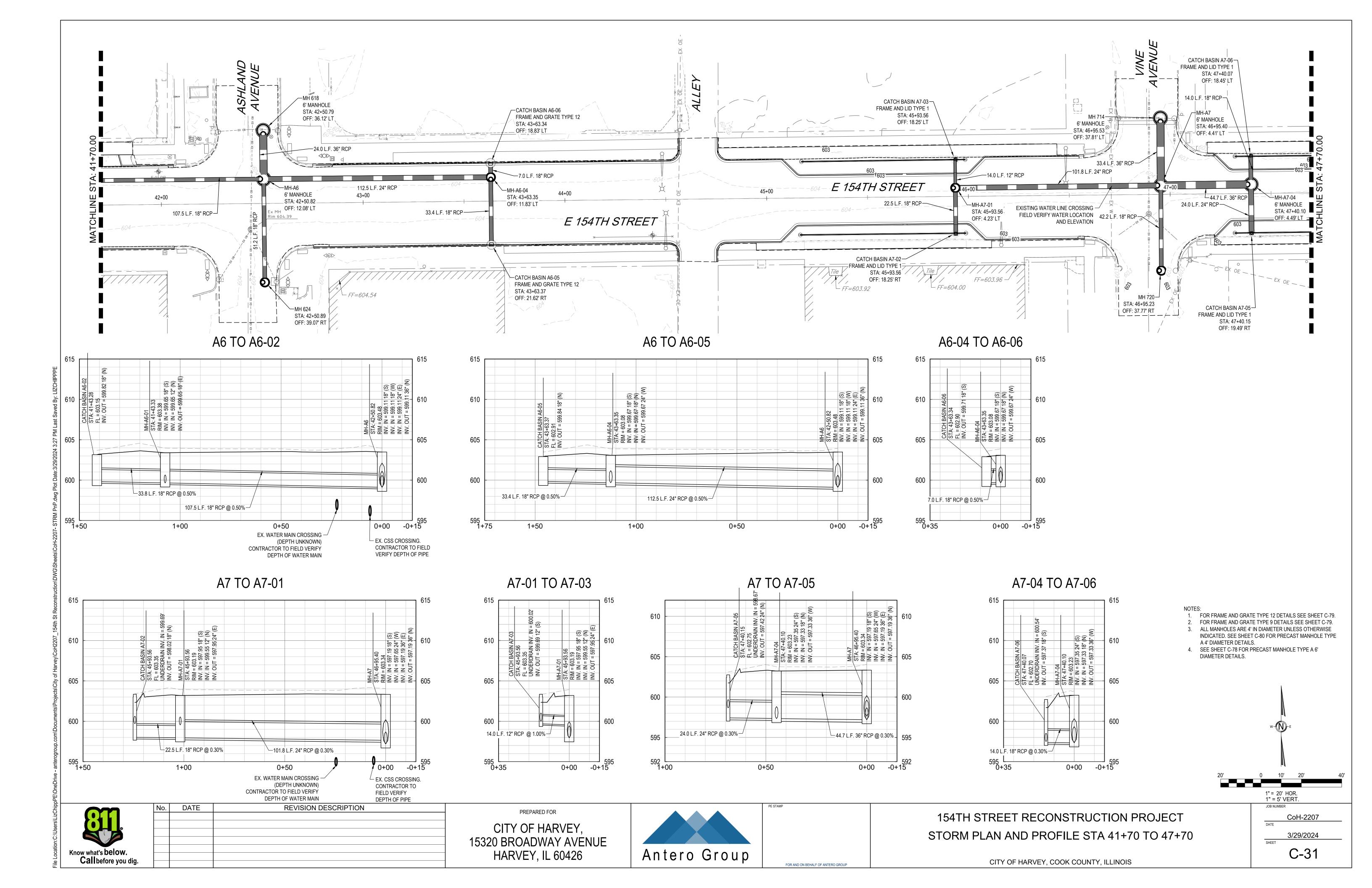


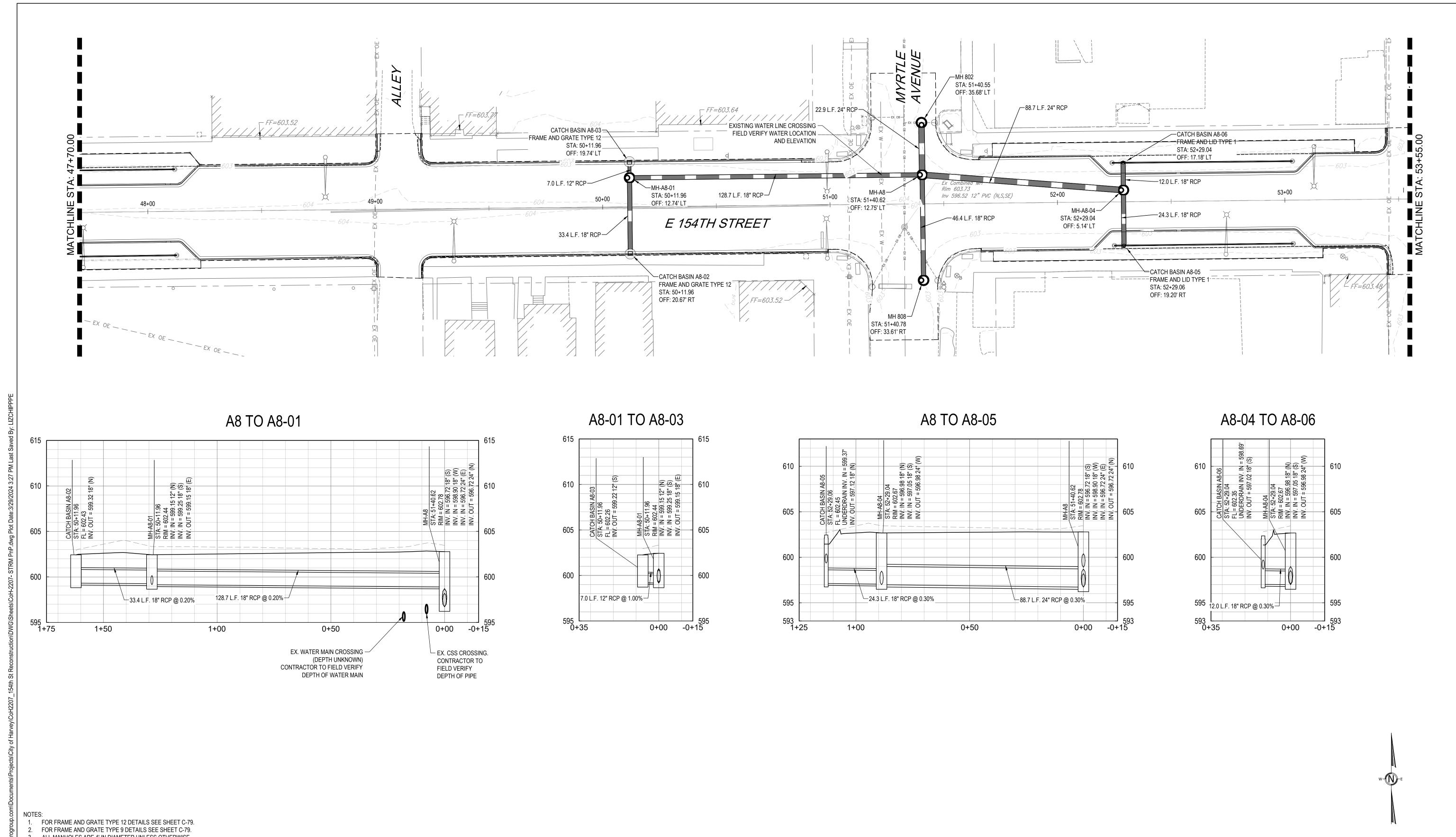












ALL MANHOLES ARE 4' IN DIAMETER UNLESS OTHERWISE INDICATED. SEE SHEET C-80 FOR PRECAST MANHOLE TYPE

SEE SHEET C-78 FOR PRECAST MANHOLE TYPE A 6'

DIAMETER DETAILS.

A 4' DIAMETER DETAILS.

	No.	DATE	REVISION DESCRIPTION	
Know what's below.				
Call before you dig.				
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PREPARED FOR CITY OF HARVEY, 15320 BROADWAY AVENUE HARVEY, IL 60426

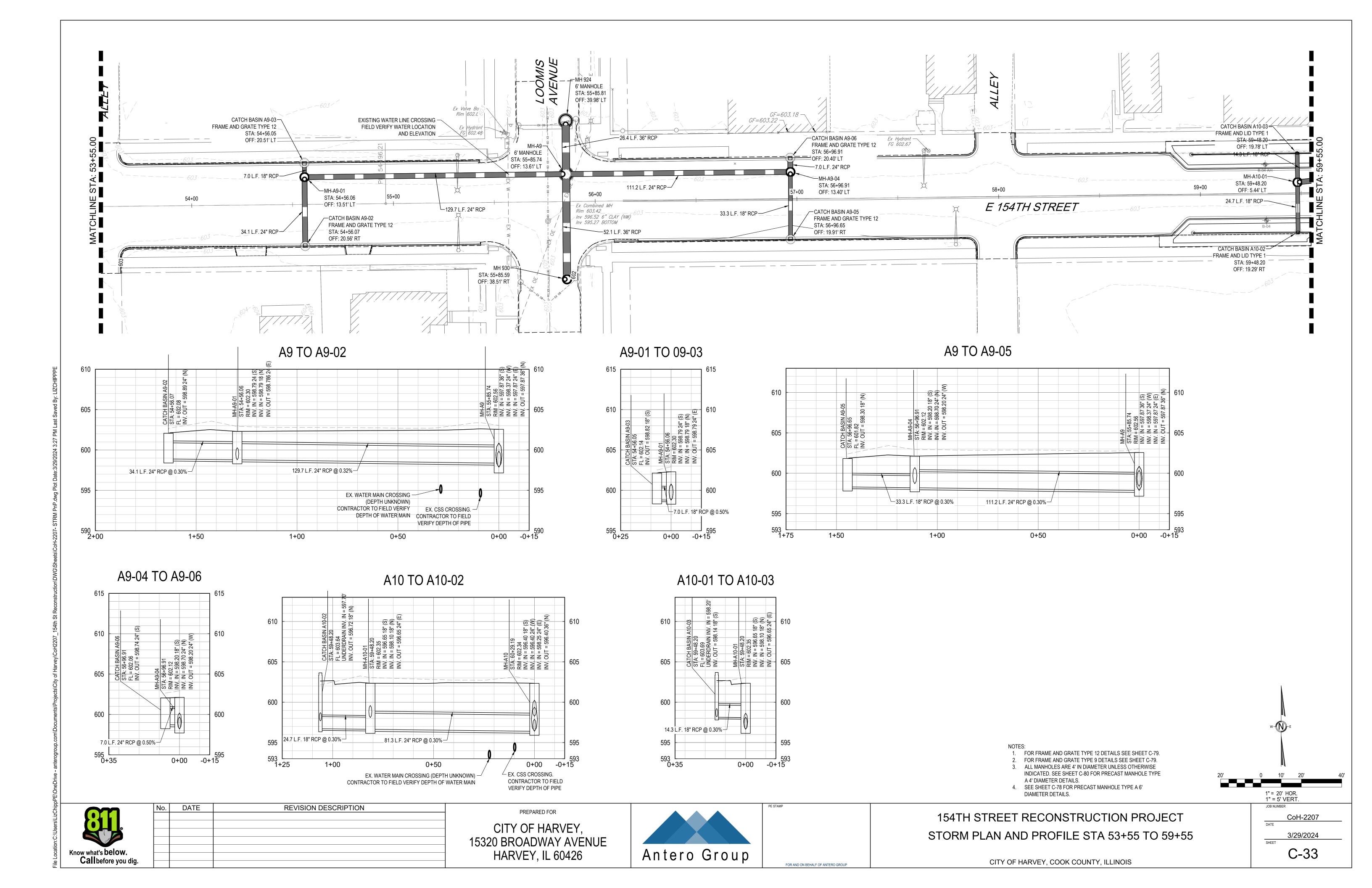


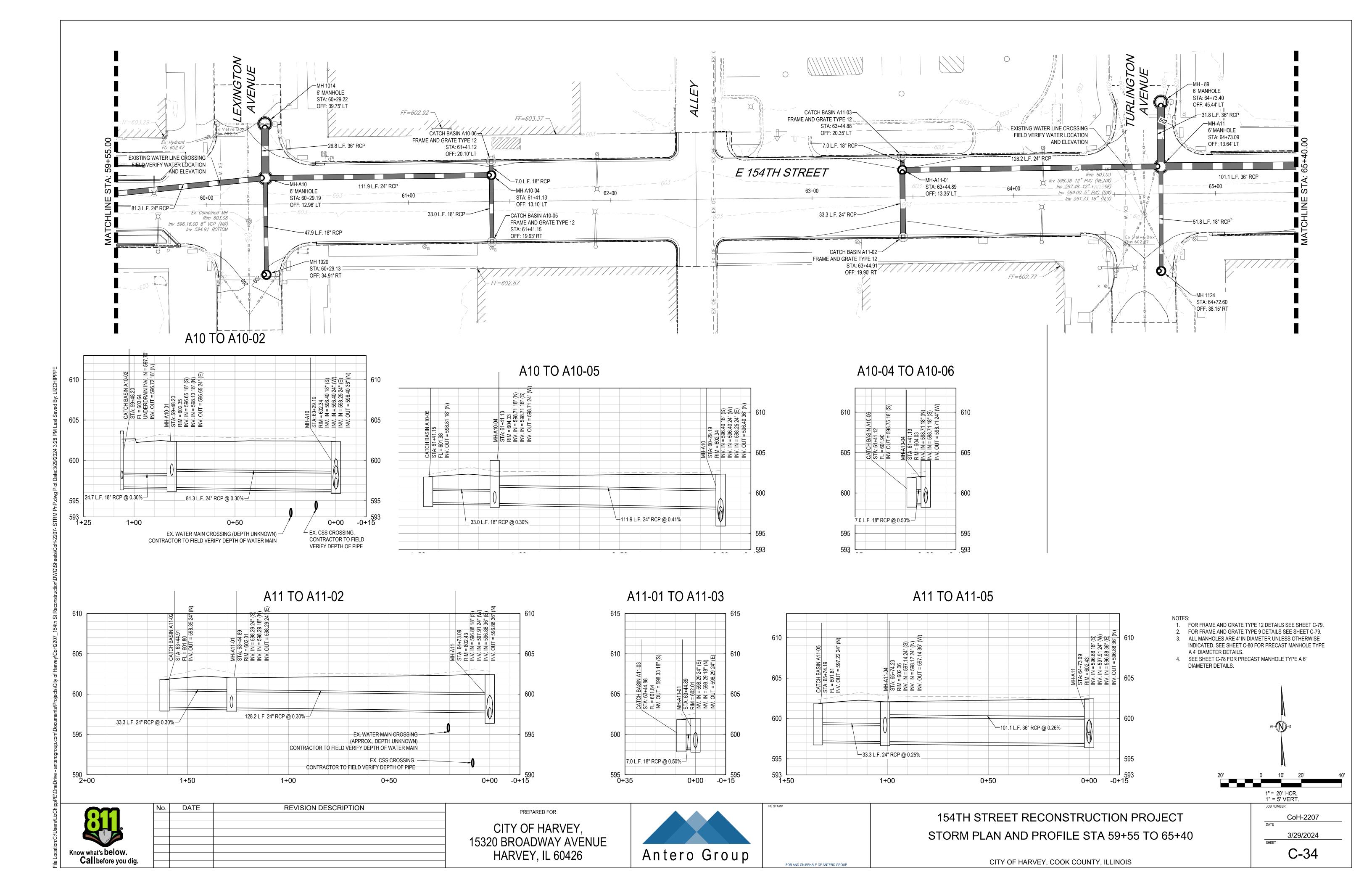
FOR AND ON BEHALF OF ANTERO GROUP

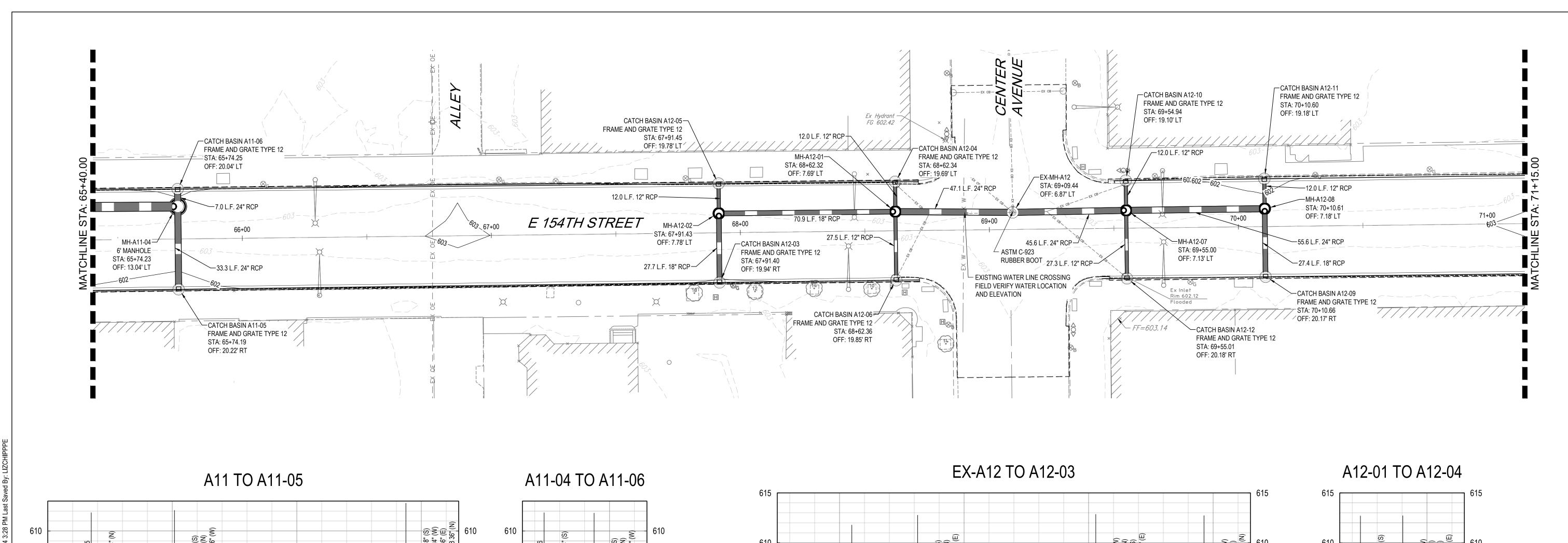
154TH STREET RECONSTRUCTION PROJECT

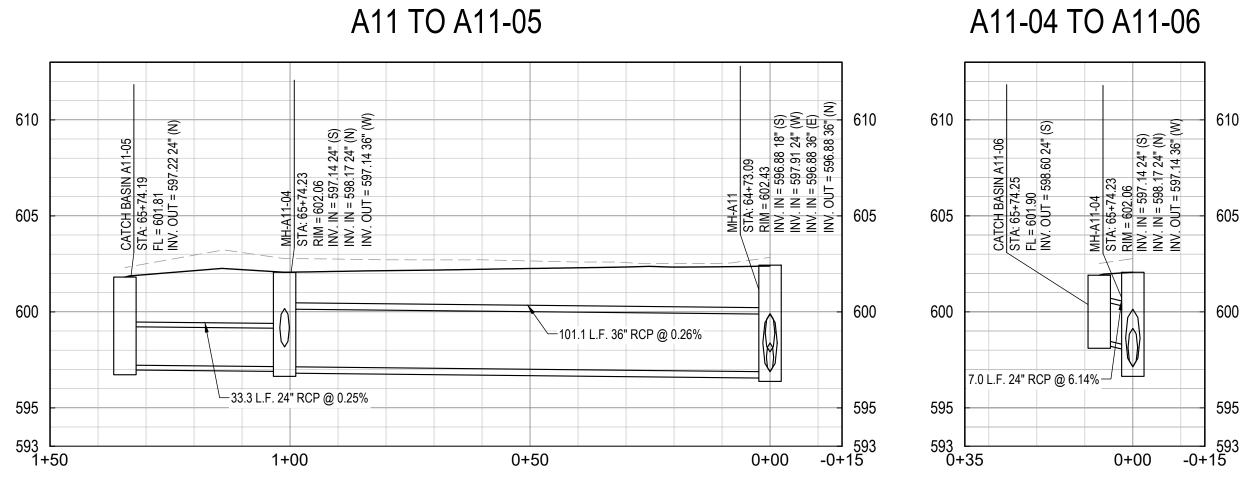
1" = 20' HOR. 1" = 5' VERT. CoH-2207 3/29/2024 C-32

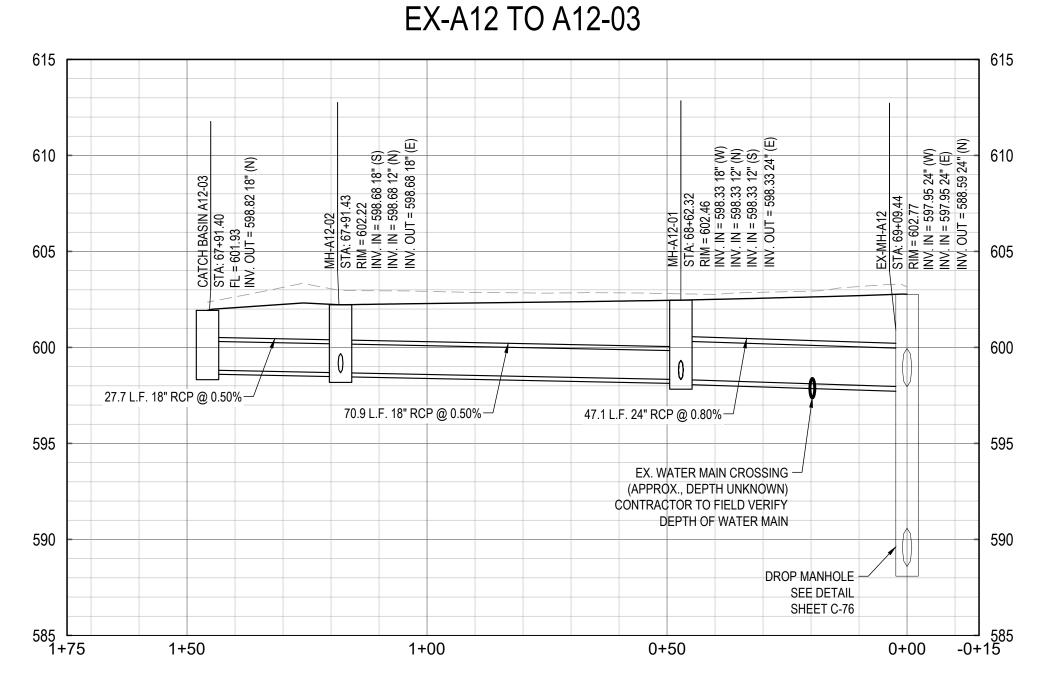
STORM PLAN AND PROFILE STA 47+70 TO 53+55

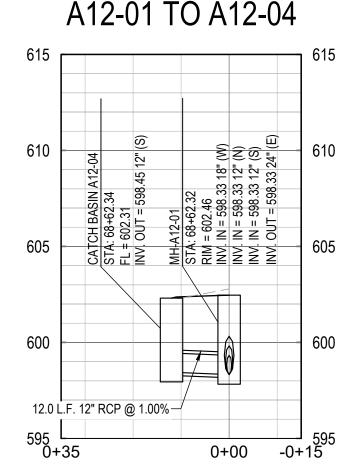












- 1. FOR FRAME AND GRATE TYPE 12 DETAILS SEE SHEET C-79.
- FOR FRAME AND GRATE TYPE 9 DETAILS SEE SHEET C-79.
   ALL MANHOLES ARE 4' IN DIAMETER UNLESS OTHERWISE
- INDICATED. SEE SHEET C-80 FOR PRECAST MANHOLE TYPE A 4' DIAMETER DETAILS.
- 4. SEE SHEET C-78 FOR PRECAST MANHOLE TYPE A 6' DIAMETER DETAILS.

	No.	DATE	REVISION DESCRIPTION
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Call before you dig.			
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CITY OF HARVEY,
15320 BROADWAY AVENUE
HARVEY, IL 60426



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FOR AND ON BEHALF OF ANTERO GROUP

154TH STREET RECONSTRUCTION PROJECT STORM PLAN AND PROFILE STA 65+40 TO 71+15 1" = 20' HOR. 1" = 5' VERT. JOB NUMBER

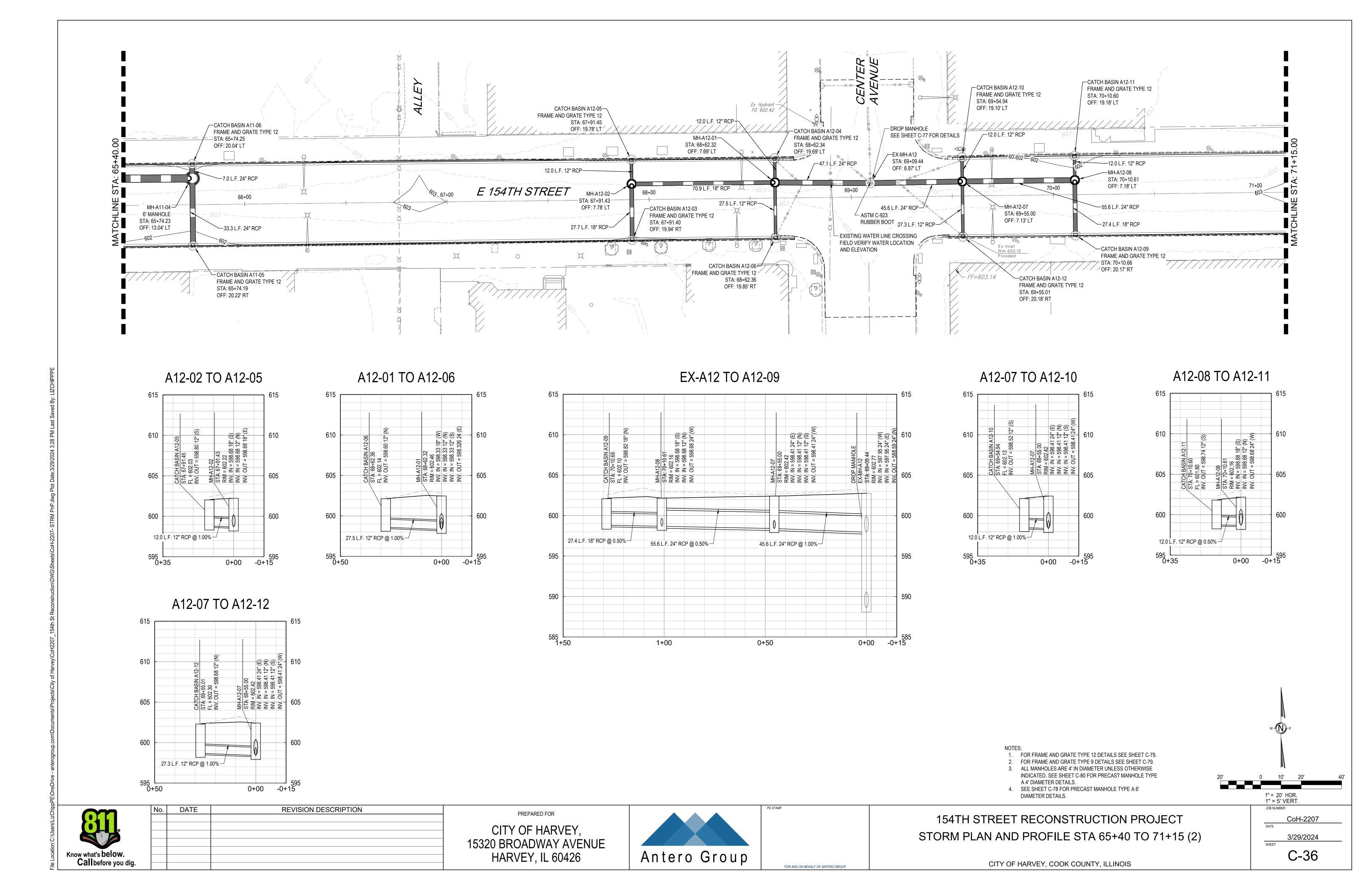
COH-2207

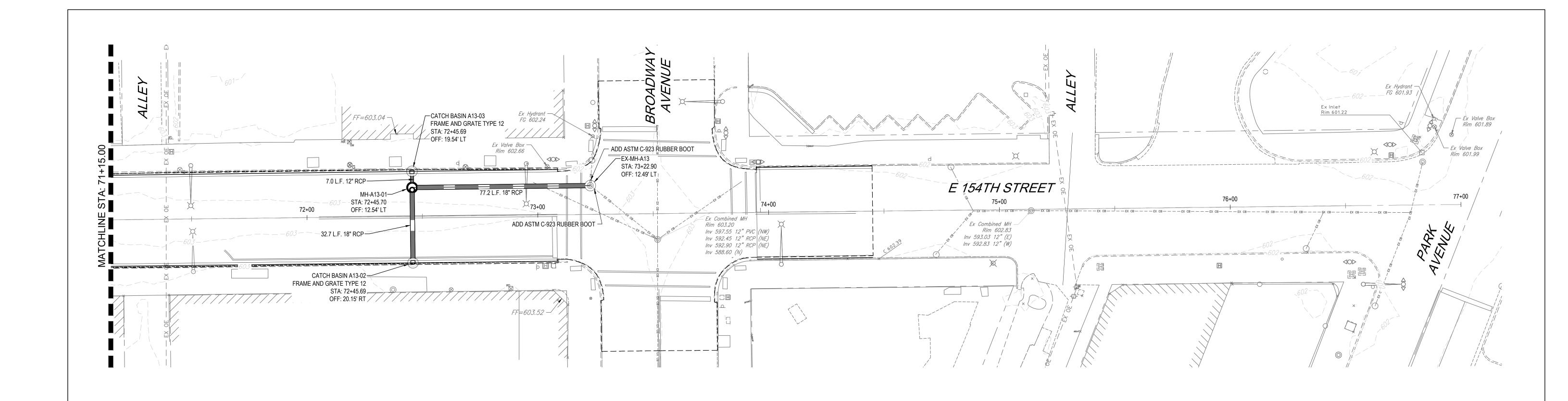
DATE

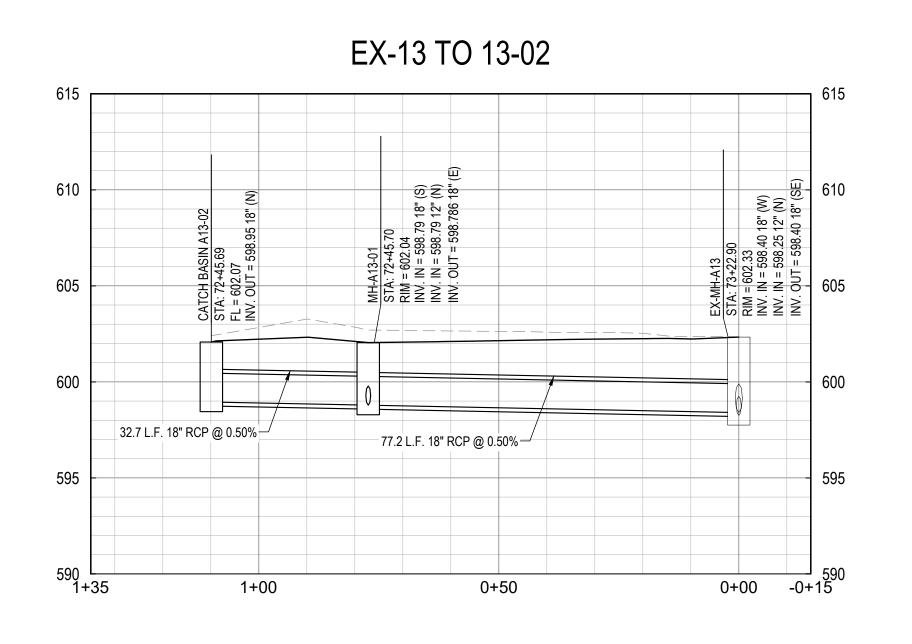
3/29/2024

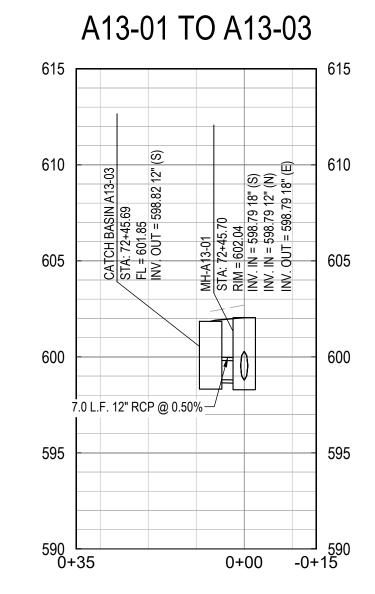
SHEET

C-35









- FOR FRAME AND GRATE TYPE 12 DETAILS SEE SHEET C-79. FOR FRAME AND GRATE TYPE 9 DETAILS SEE SHEET C-79. ALL MANHOLES ARE 4' IN DIAMETER UNLESS OTHERWISE INDICATED. SEE SHEET C-80 FOR PRECAST MANHOLE TYPE
- A 4' DIAMETER DETAILS. R PRECAST MANHOLE TYPE A 6'

4.	SEE SHEET C-78 FOR F
	DIAMETER DETAILS.

Know what's below.

Call before you dig.

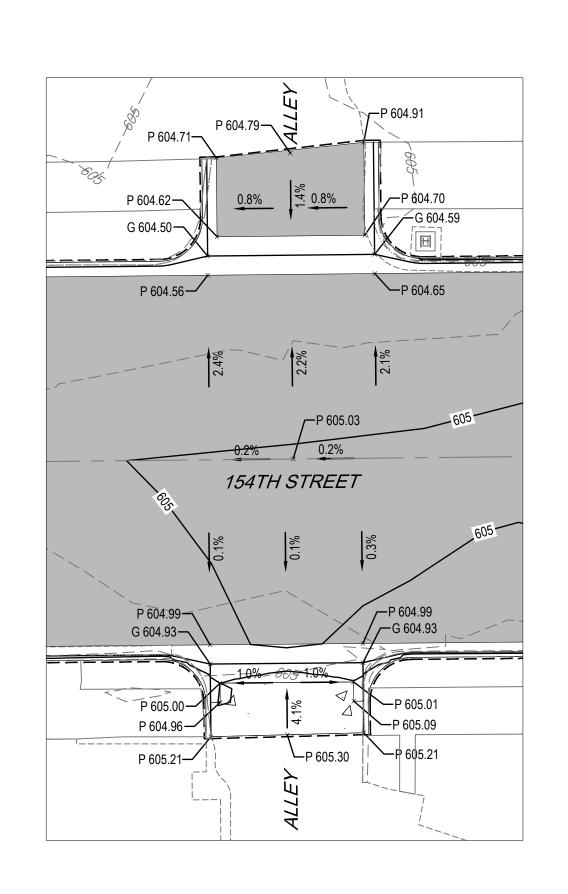
No.	DATE	REVISION DESCRIPTION	
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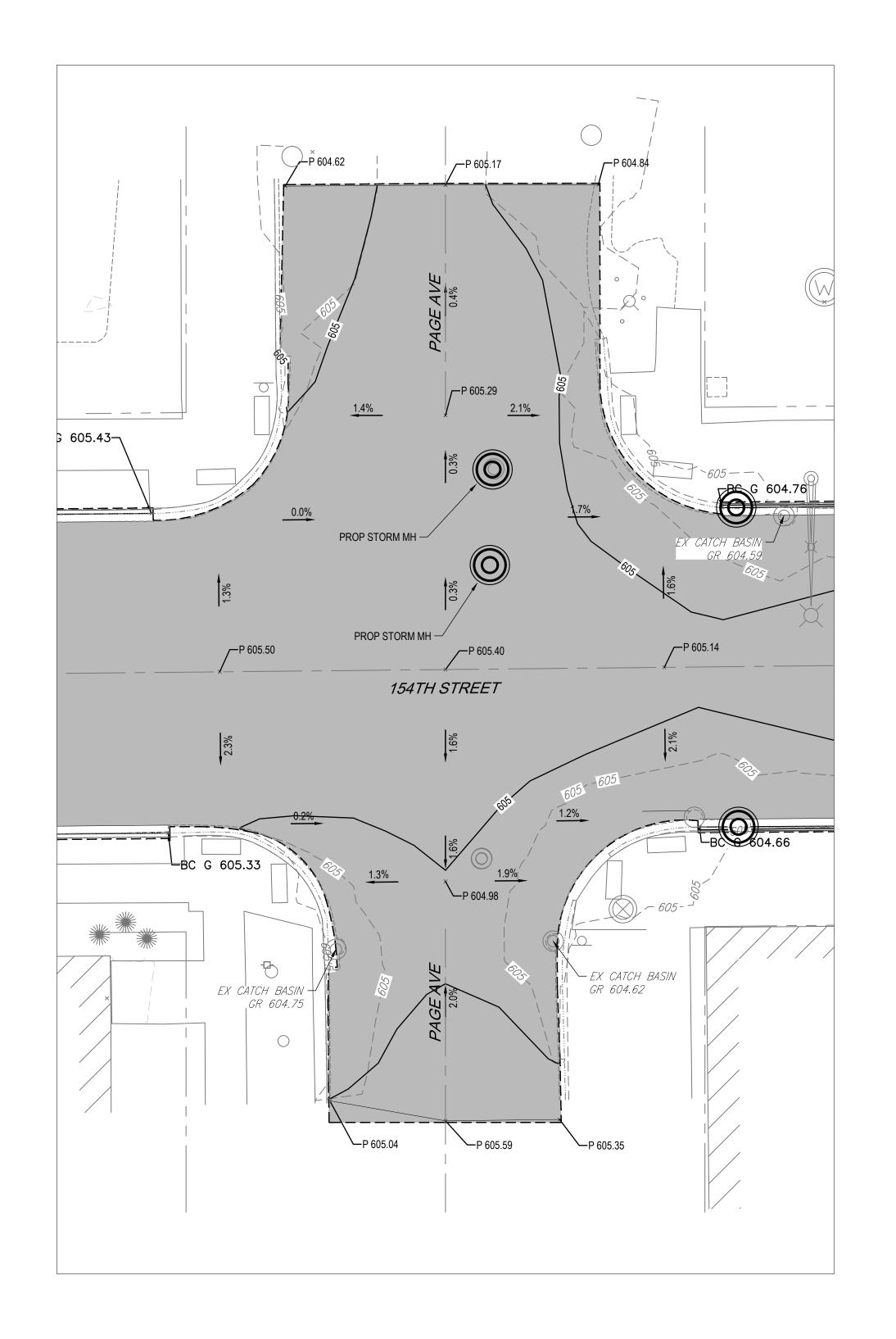
PREPARED FOR CITY OF HARVEY, 15320 BROADWAY AVENUE HARVEY, IL 60426

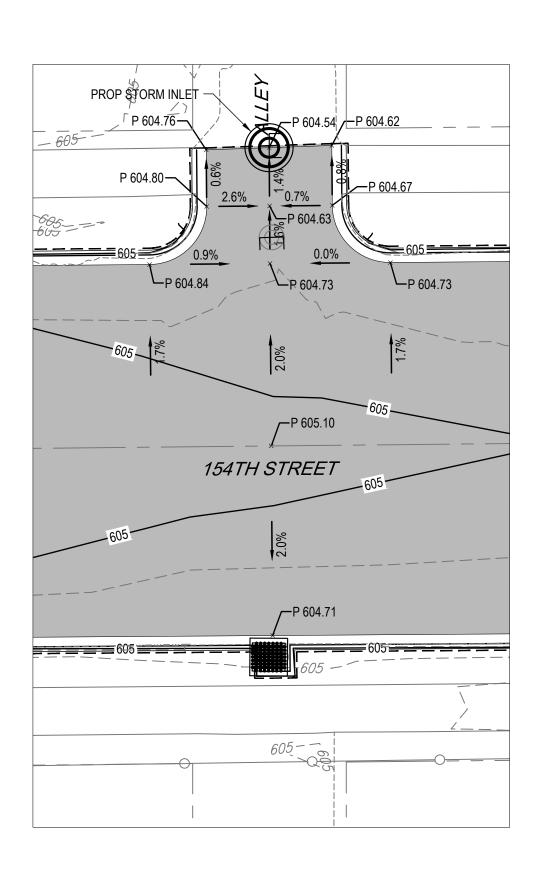


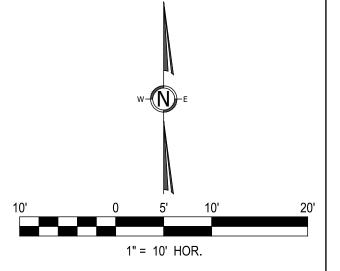


154TH STREET RECONSTRUCTION PROJECT STORM PLAN AND PROFILE STA 71+15 TO 77+00 1" = 20' HOR. 1" = 5' VERT. CoH-2207 3/29/2024 C-37









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No.	DATE	REVISION DESCRIPTION	
	No.	No. DATE	No. DATE REVISION DESCRIPTION

CITY OF HARVEY, 15320 BROADWAY AVENUE HARVEY, IL 60426



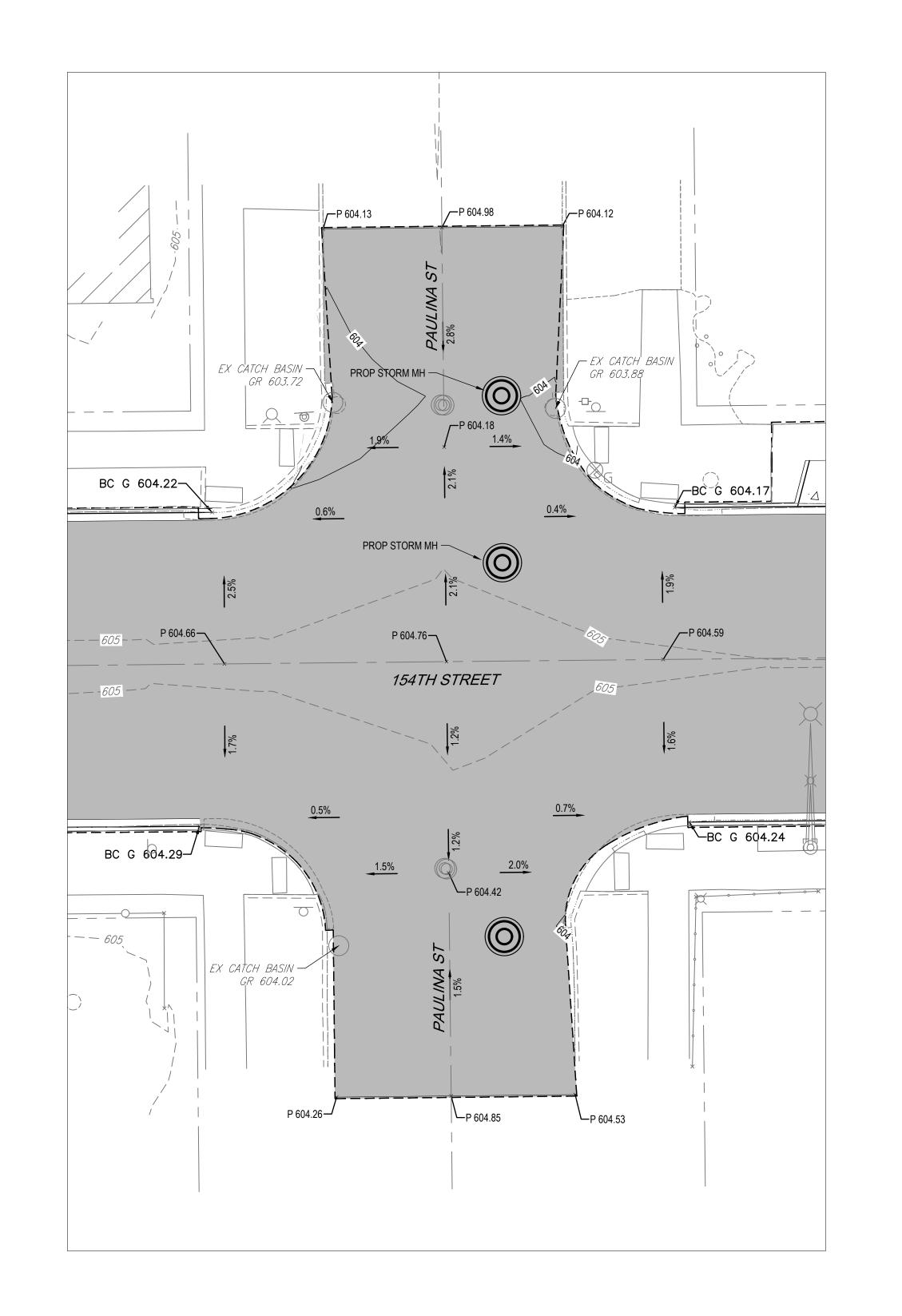


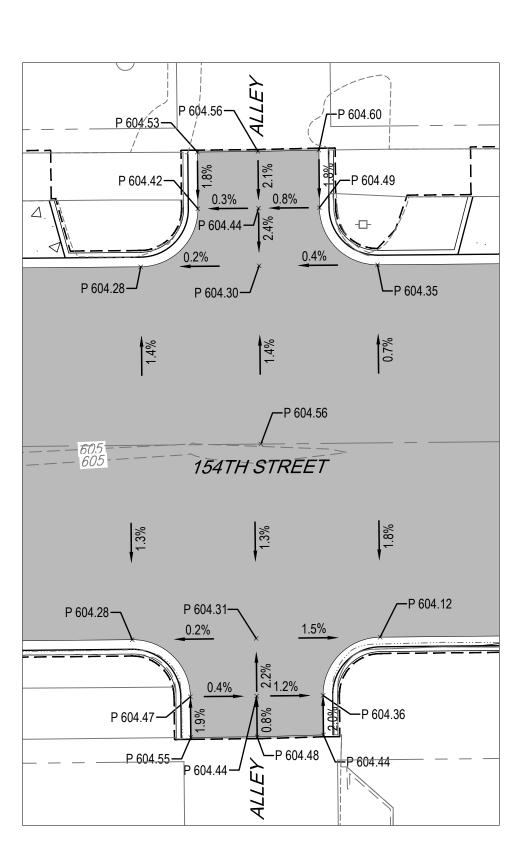
154TH STREET RECONSTRUCTION PROJECT INTERSECTION GRADING DETAIL 01

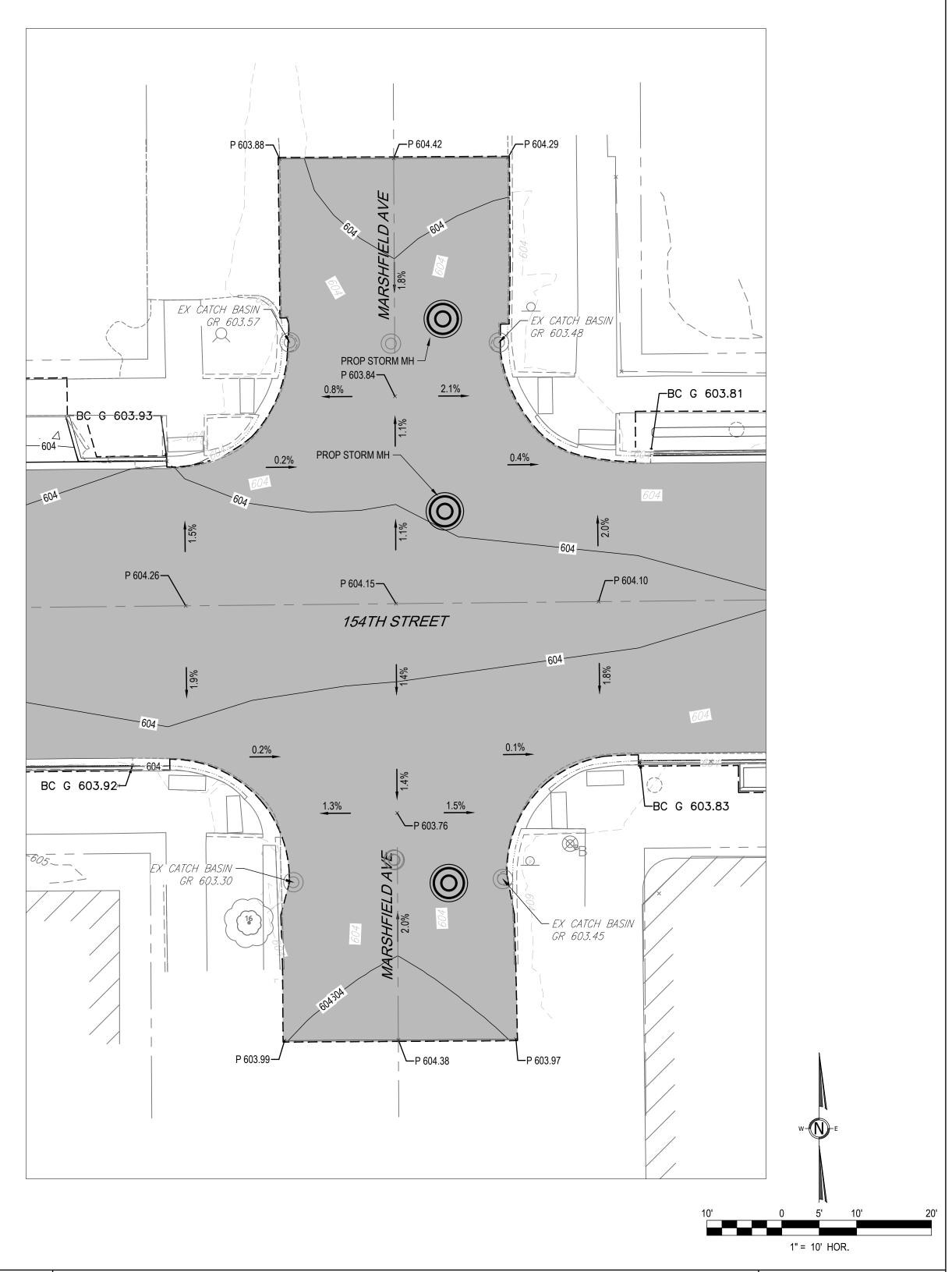
DATE

3/29/2024
SHEET

C-38









CITY OF HARVEY, 15320 BROADWAY AVENUE HARVEY, IL 60426

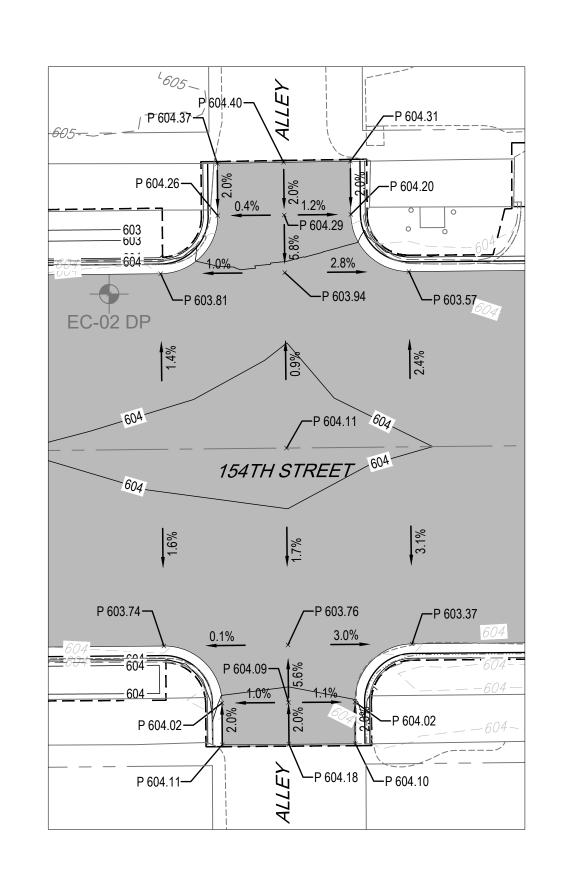


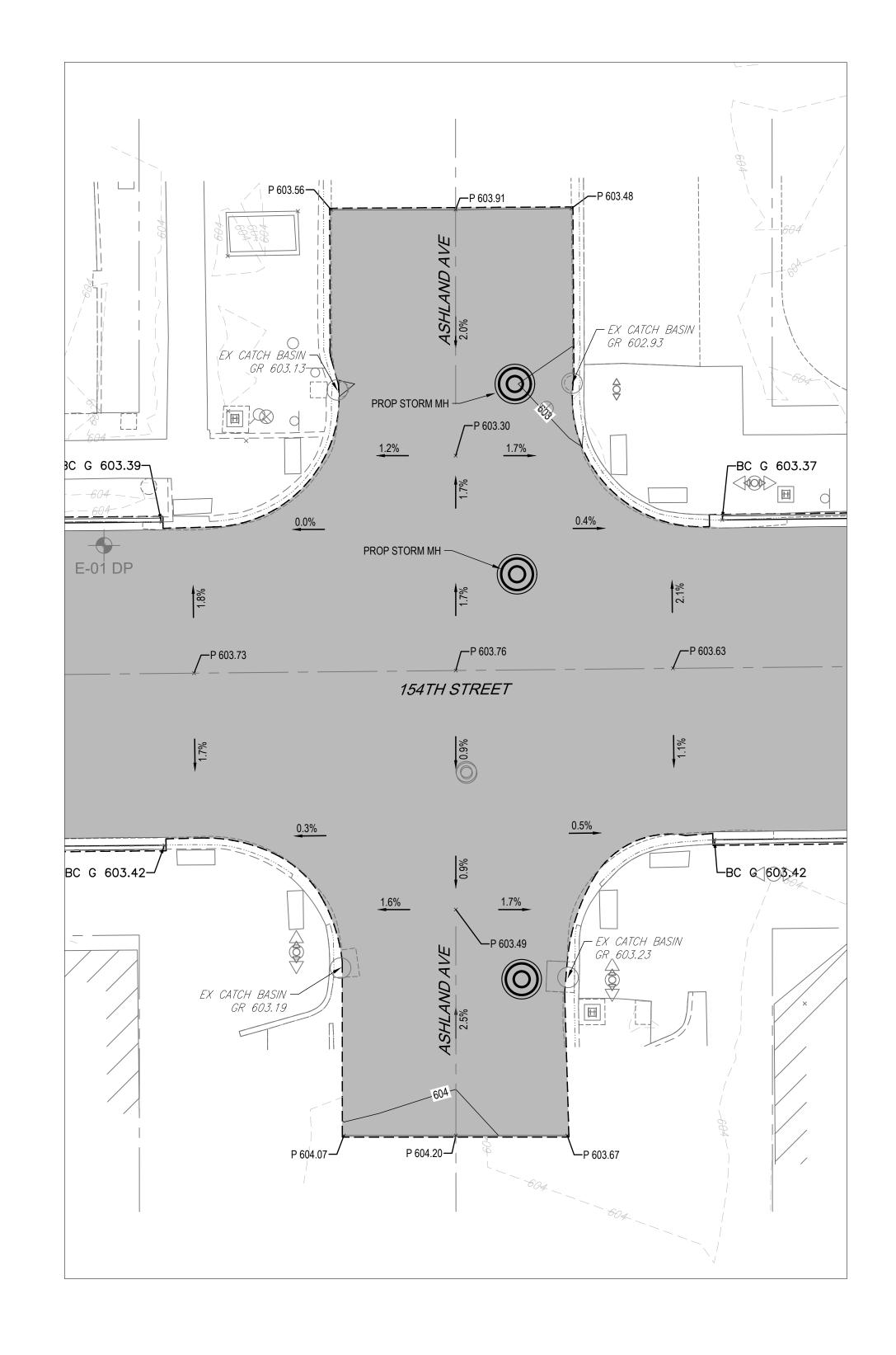
FOR AND ON BEHALF OF ANTERO GROUP

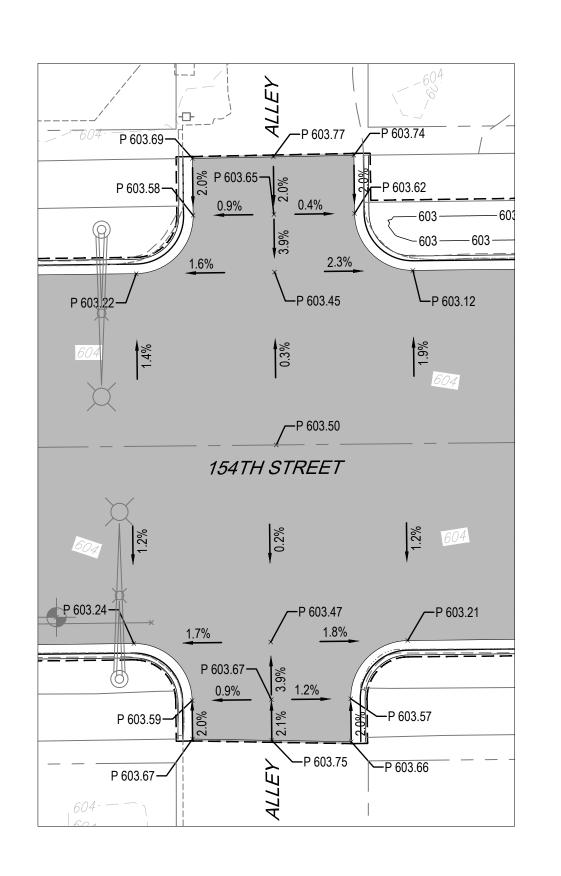
154TH STREET RECONSTRUCTION PROJECT INTERSECTION GRADING DETAIL 02

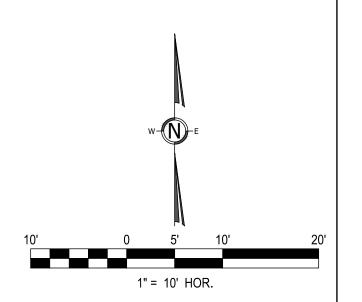
CITY OF HARVEY, COOK COUNTY, ILLINOIS

| CoH-2207 |
| DATE | 3/29/2024 |
| SHEET | C-39



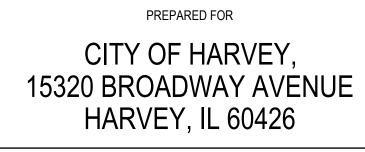








No.	DATE	REVISION DESCRIPTION







154TH STREET RECONSTRUCTION PROJECT INTERSECTION GRADING DETAIL 03

JOB NUMBER

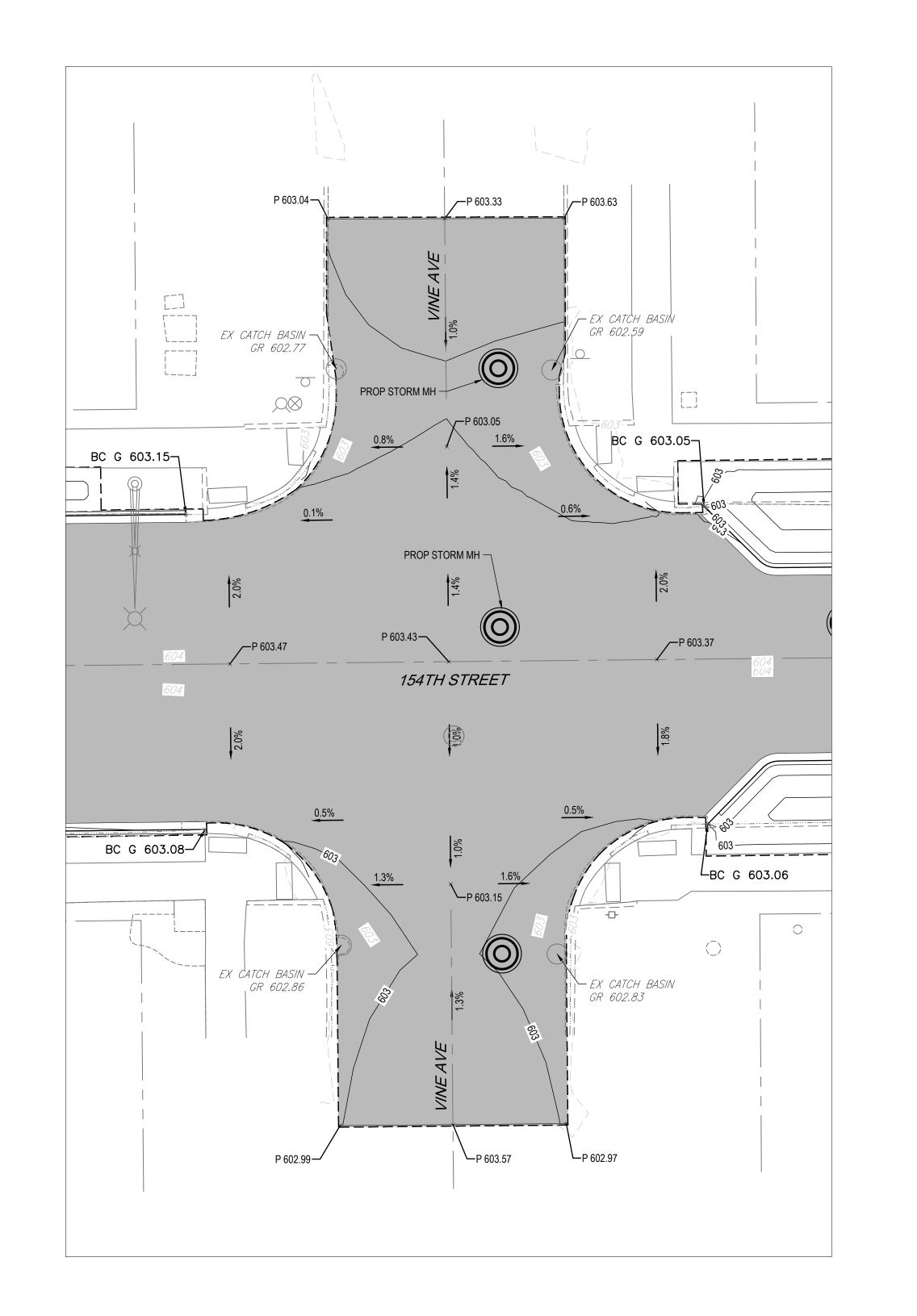
CoH-2207

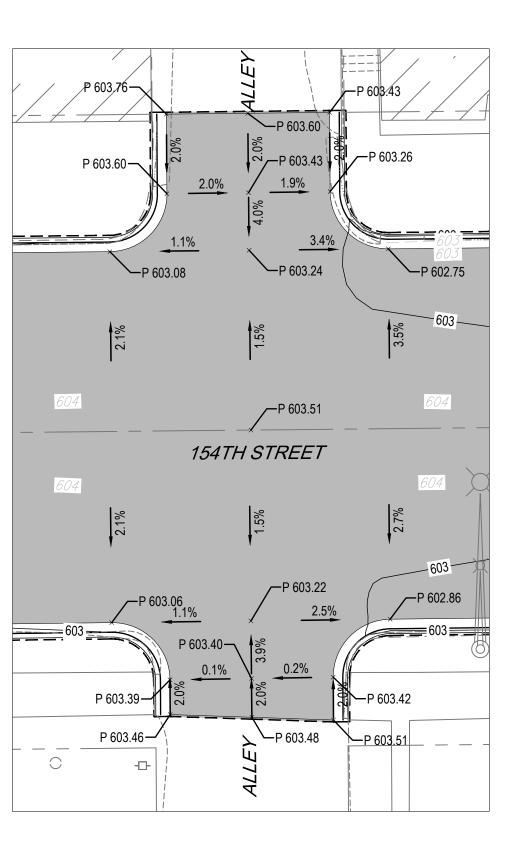
DATE

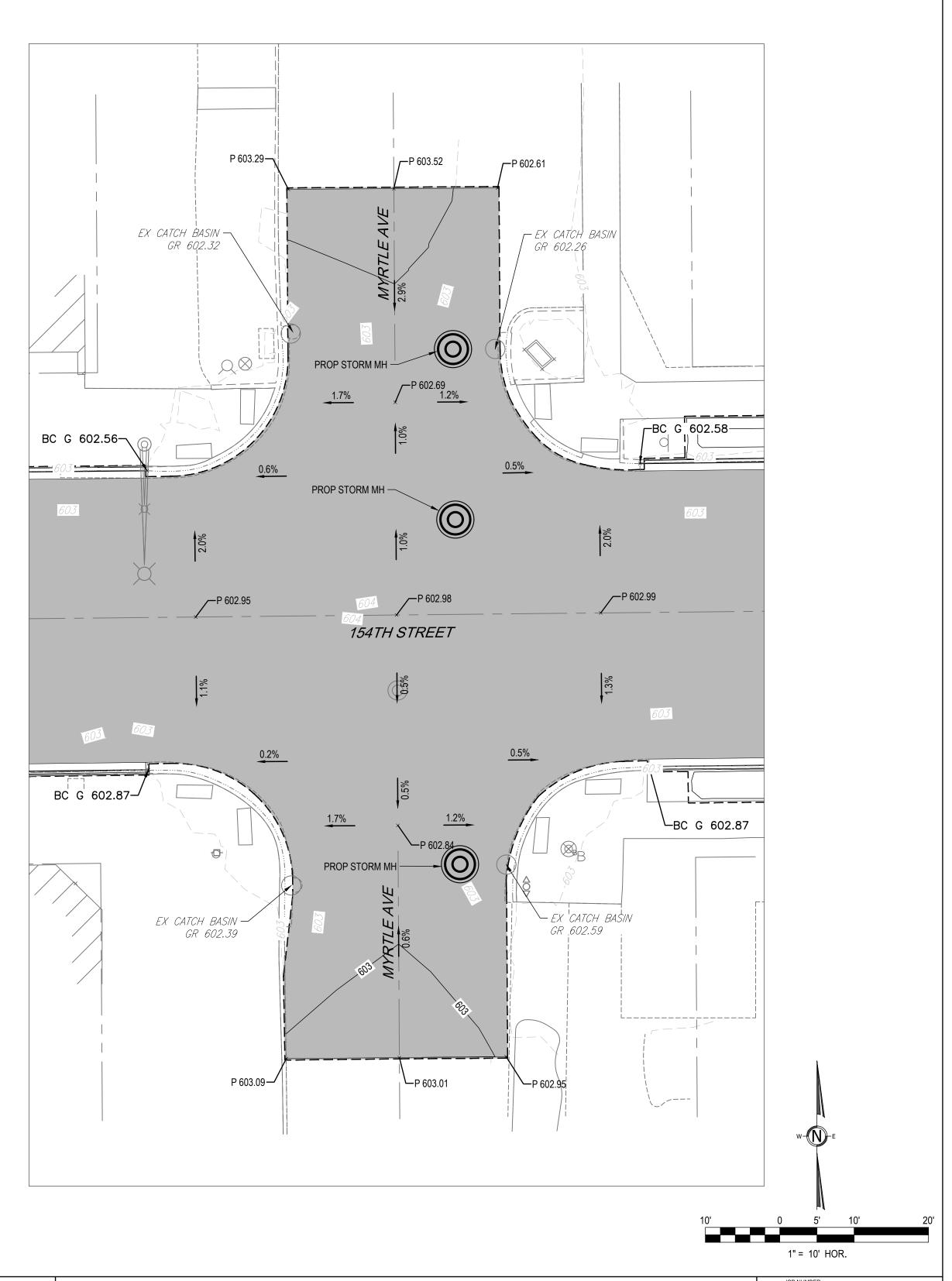
3/29/2024

SHEET

C-40









CITY OF HARVEY, 15320 BROADWAY AVENUE HARVEY, IL 60426



FOR AND ON BEHALF OF ANTERO GROUP

154TH STREET RECONSTRUCTION PROJECT INTERSECTION GRADING DETAIL 04

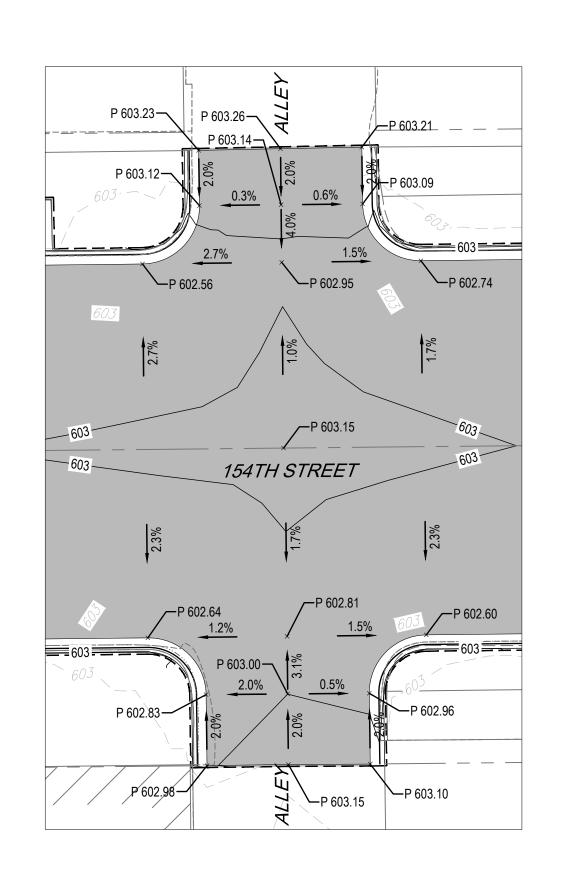
CoH-2207

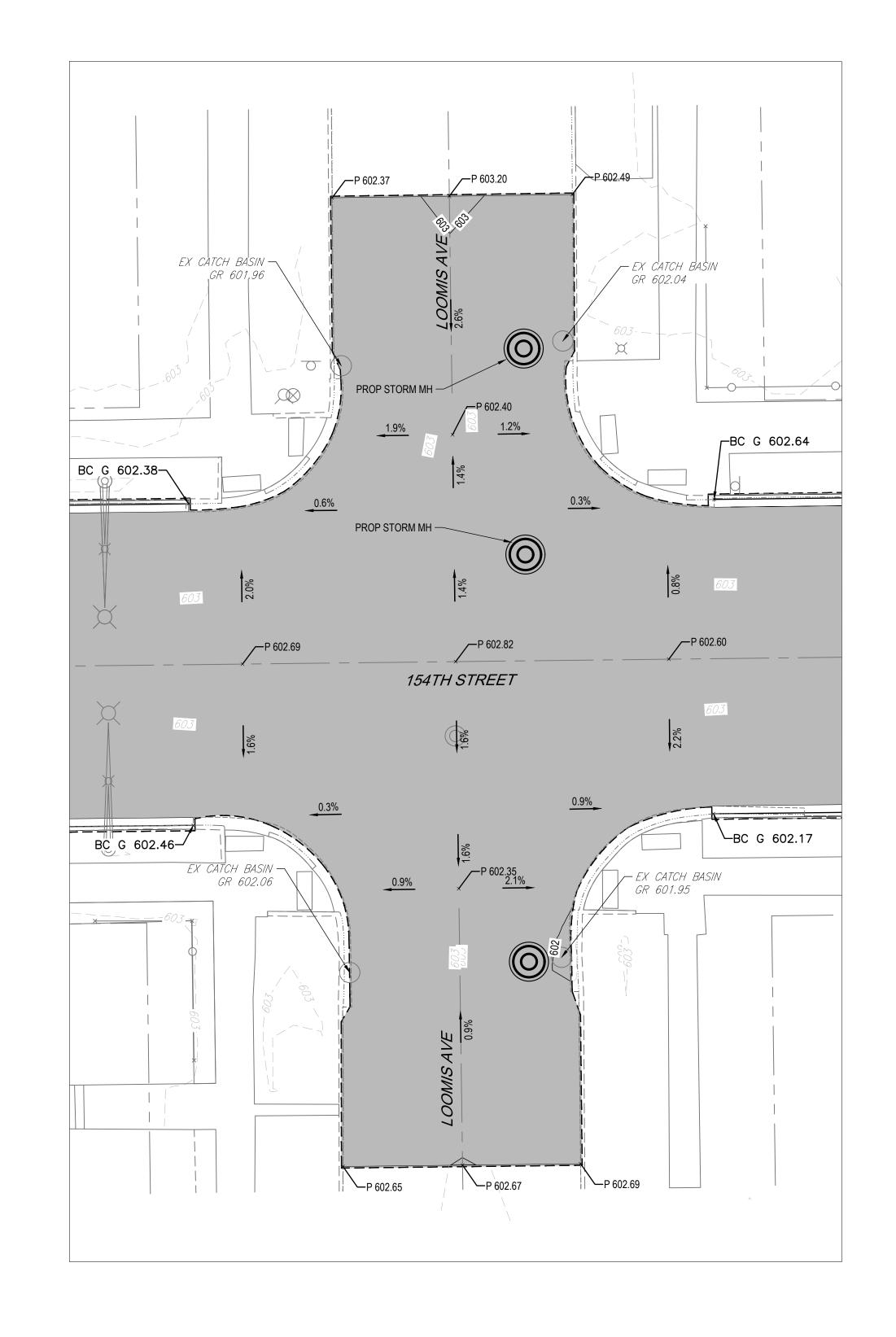
DATE

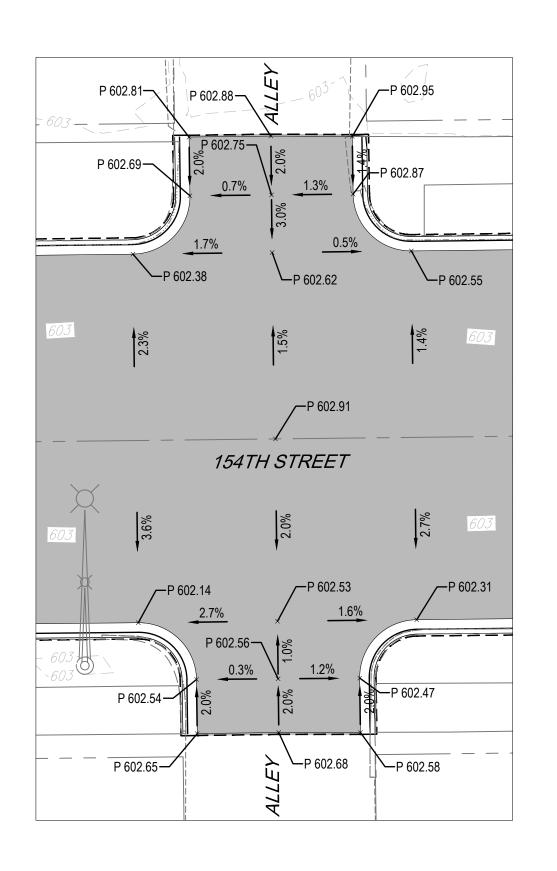
3/29/2024

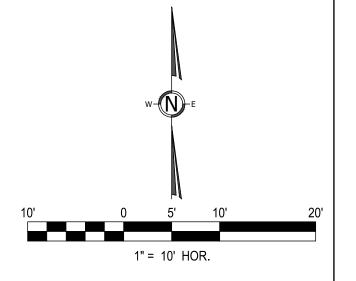
SHEET

C-41









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CITY OF HARVEY, 15320 BROADWAY AVENUE HARVEY, IL 60426





154TH STREET RECONSTRUCTION PROJECT INTERSECTION GRADING DETAIL 05

JOB NUMBER

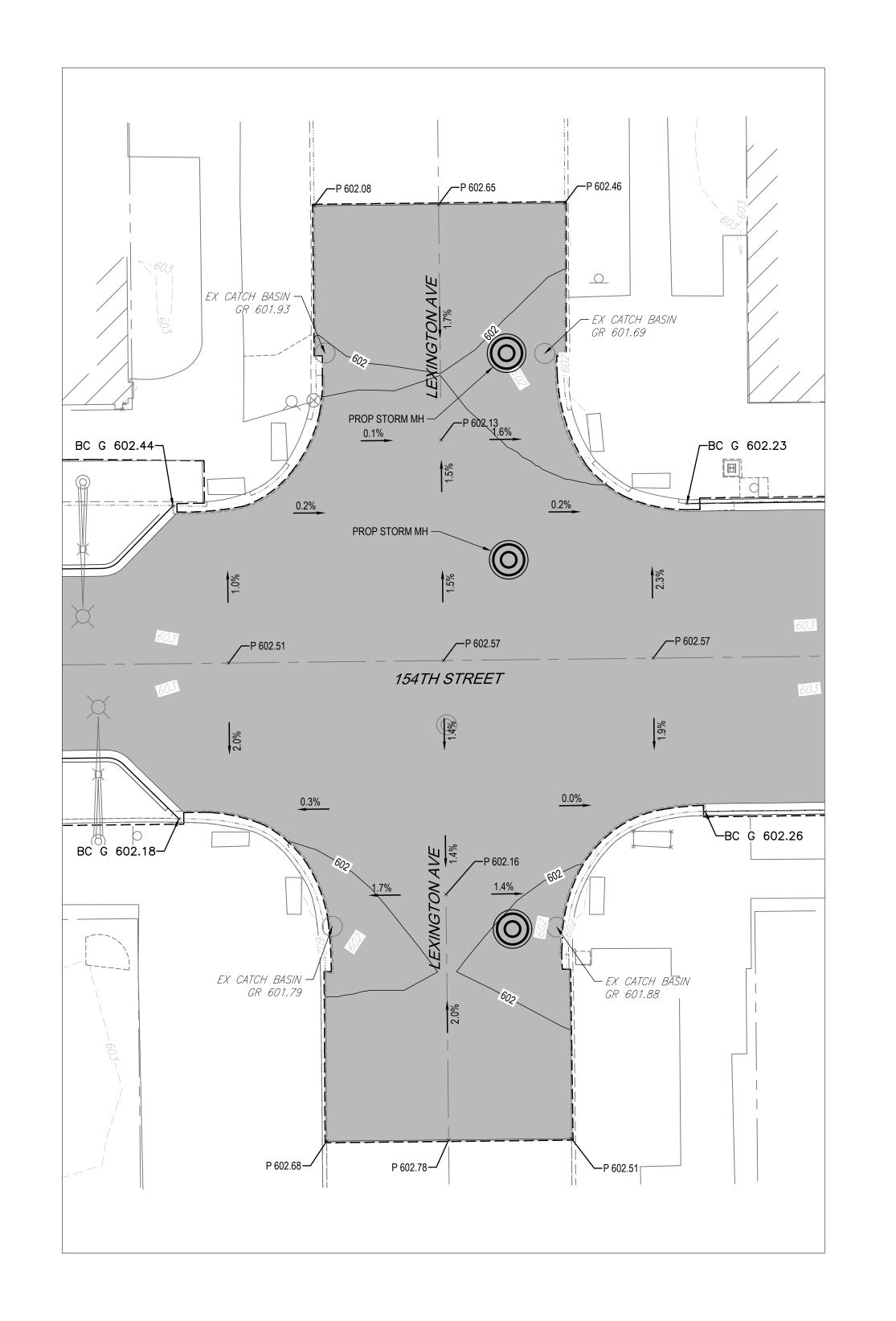
CoH-2207

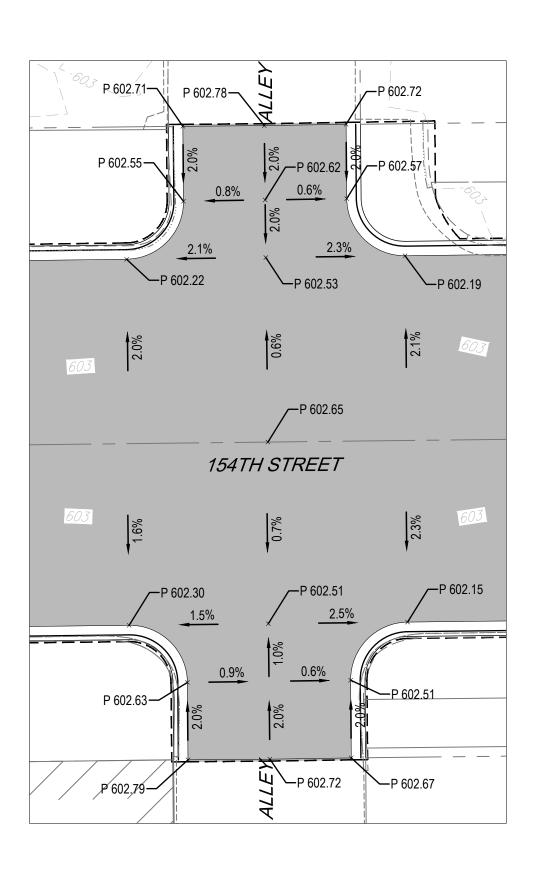
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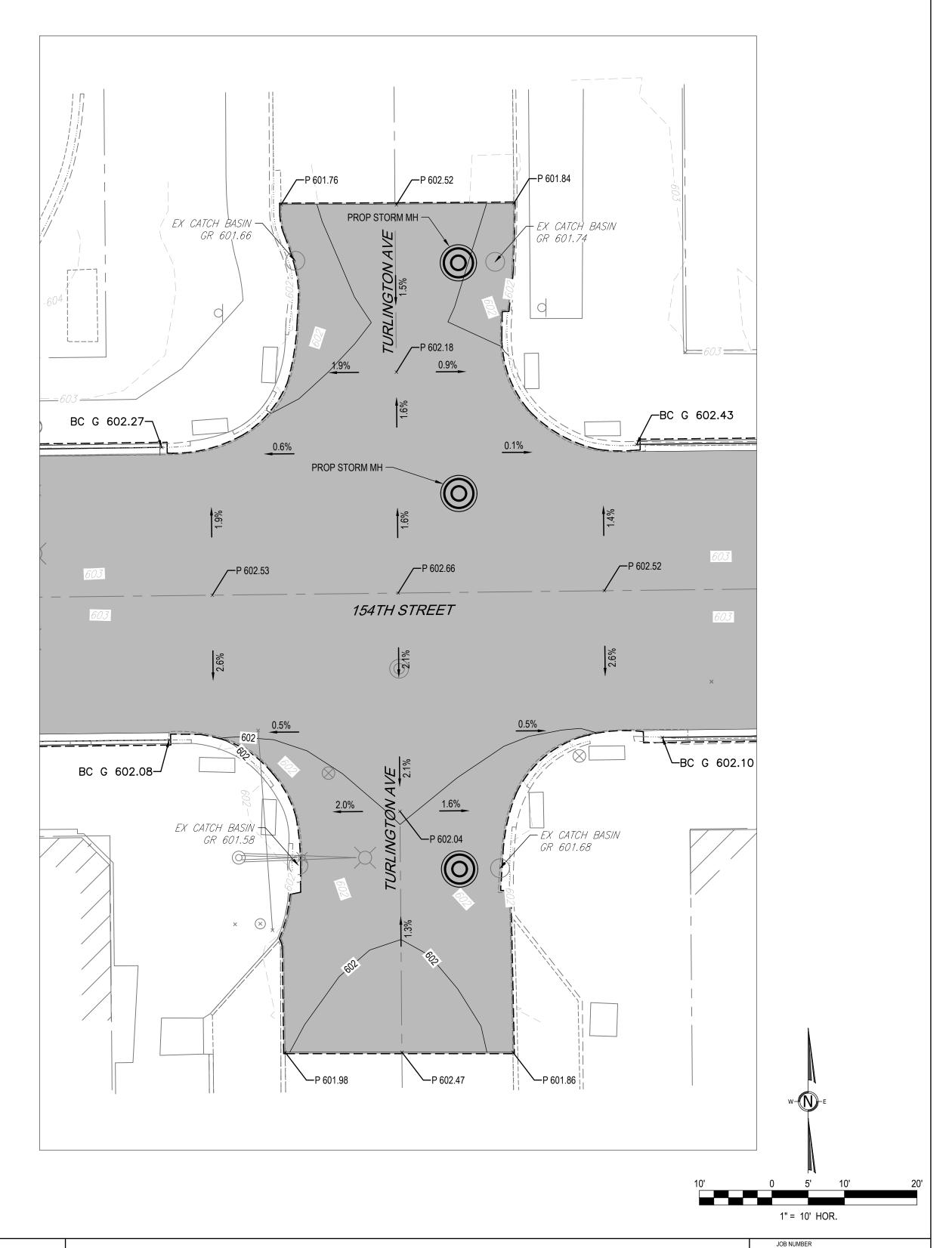
3/29/2024

SHEET

C-42









CITY OF HARVEY, 15320 BROADWAY AVENUE HARVEY, IL 60426



FOR AND ON BEHALF OF ANTERO GROUP

154TH STREET RECONSTRUCTION PROJECT INTERSECTION GRADING DETAIL 06

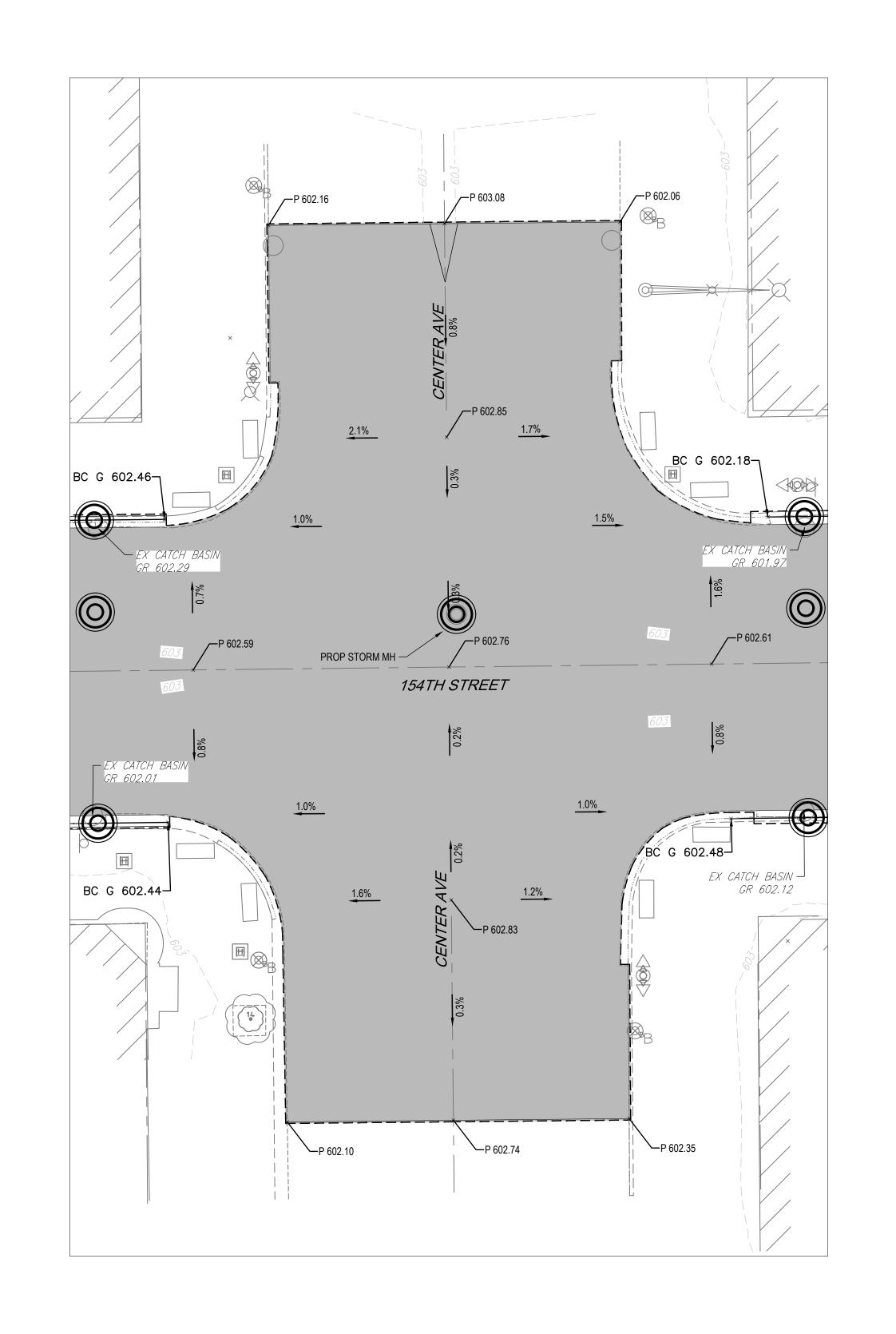
CoH-2207

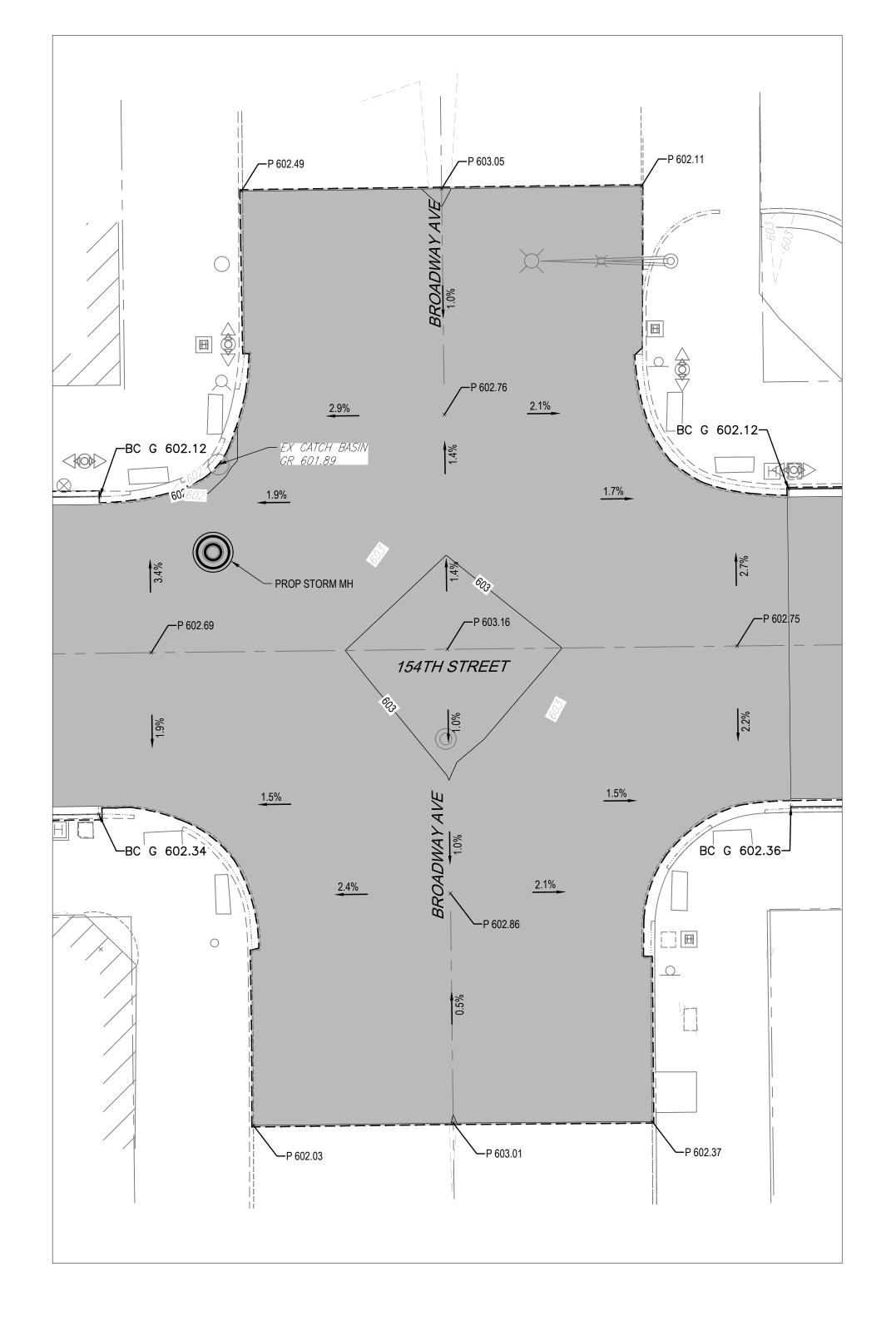
DATE

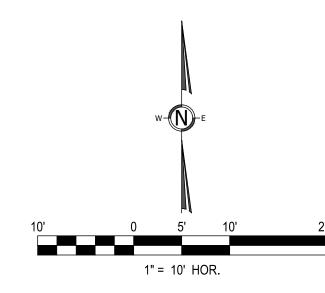
3/29/2024

SHEET

C-43

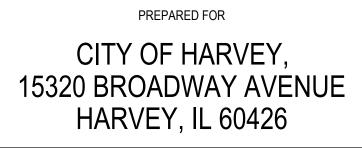






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Know what's below. Callbefore you dig.

No.	DATE	REVISION DESCRIPTION	
			1





FOR AND ON BEHALF OF ANTERO GROUP	
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	FOR AND ON BEHALF OF ANTERO GROUP

154TH STREET RECONSTRUCTION PROJECT INTERSECTION GRADING DETAIL 07

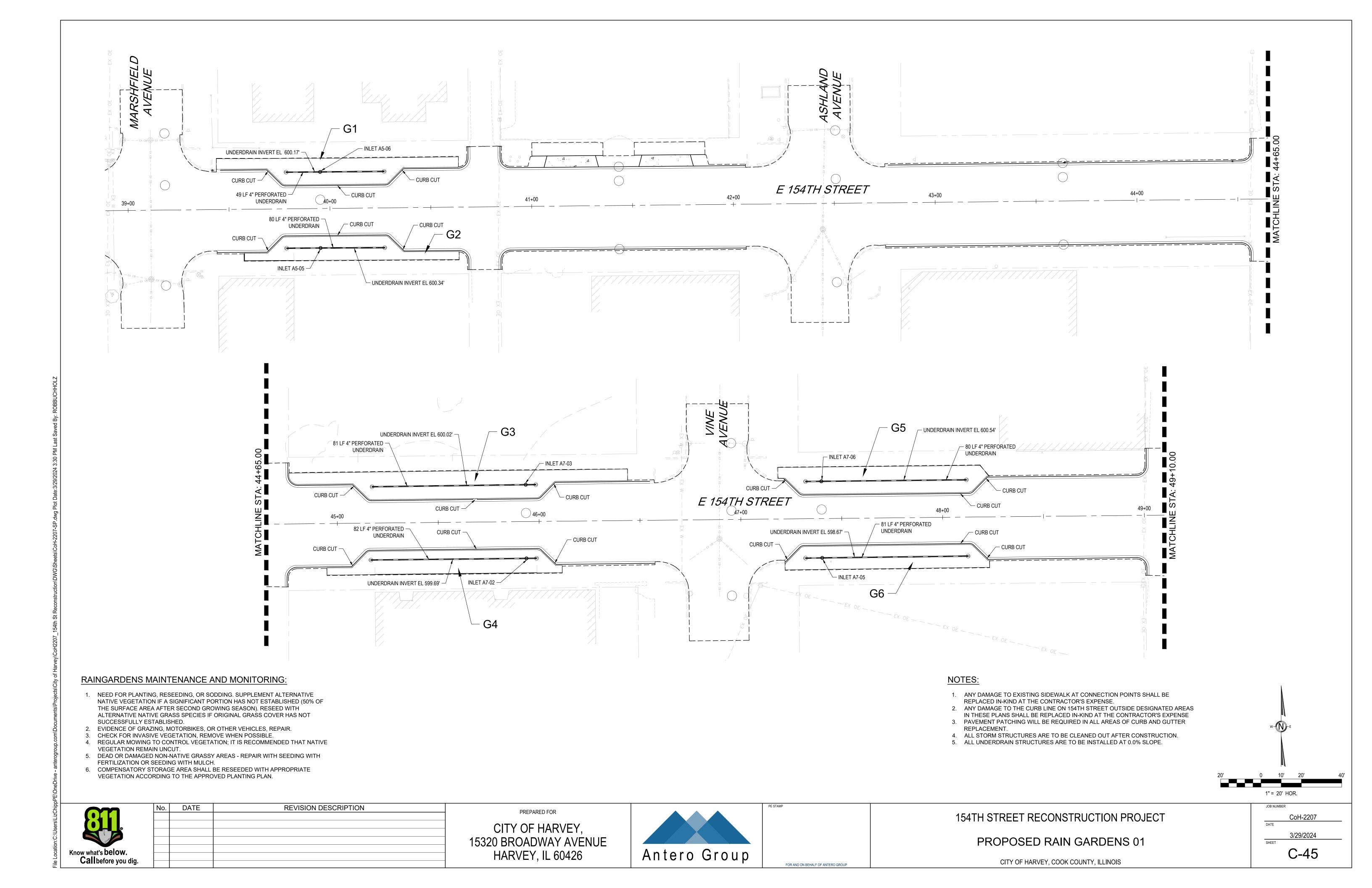
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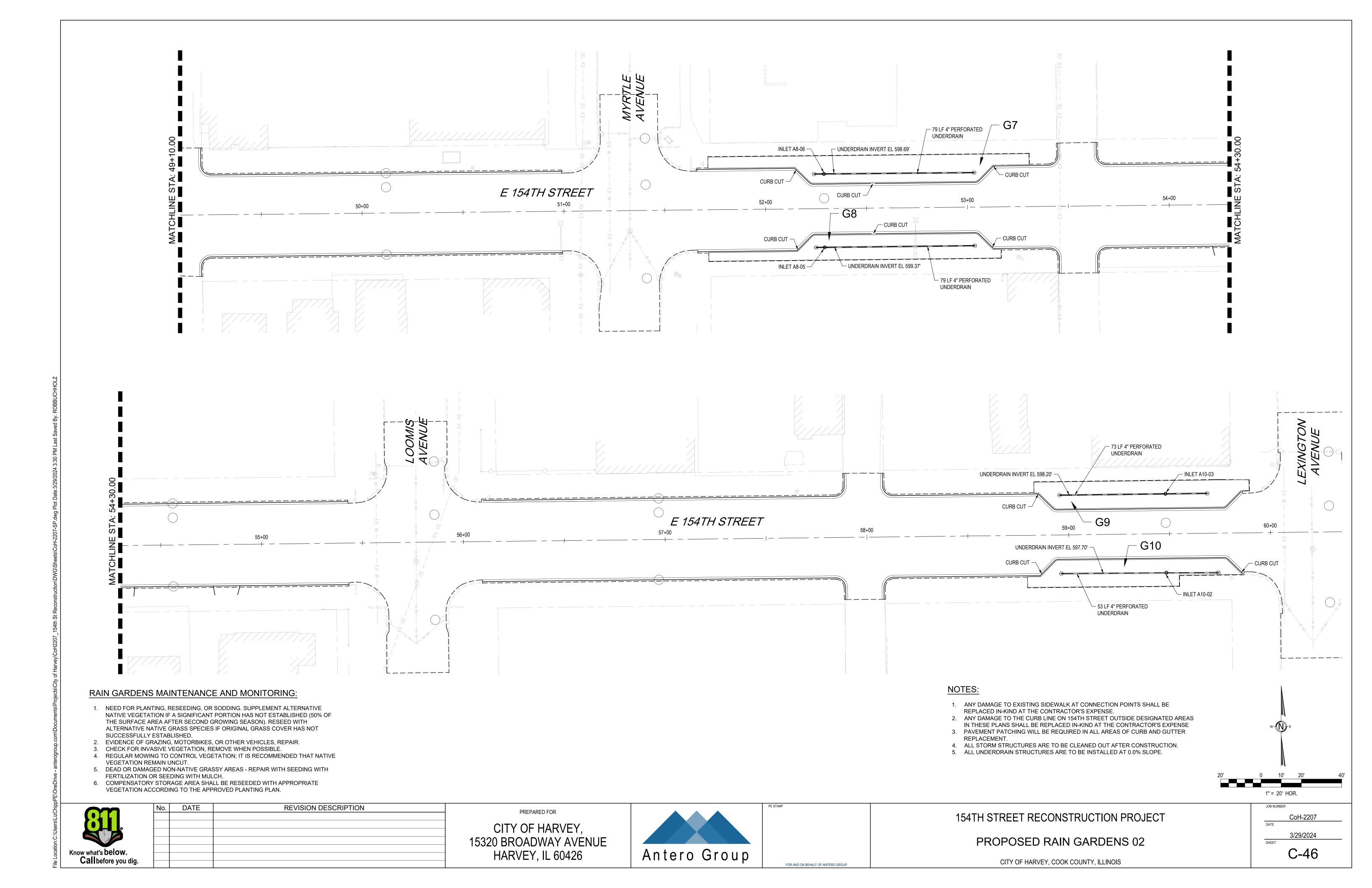
DATE

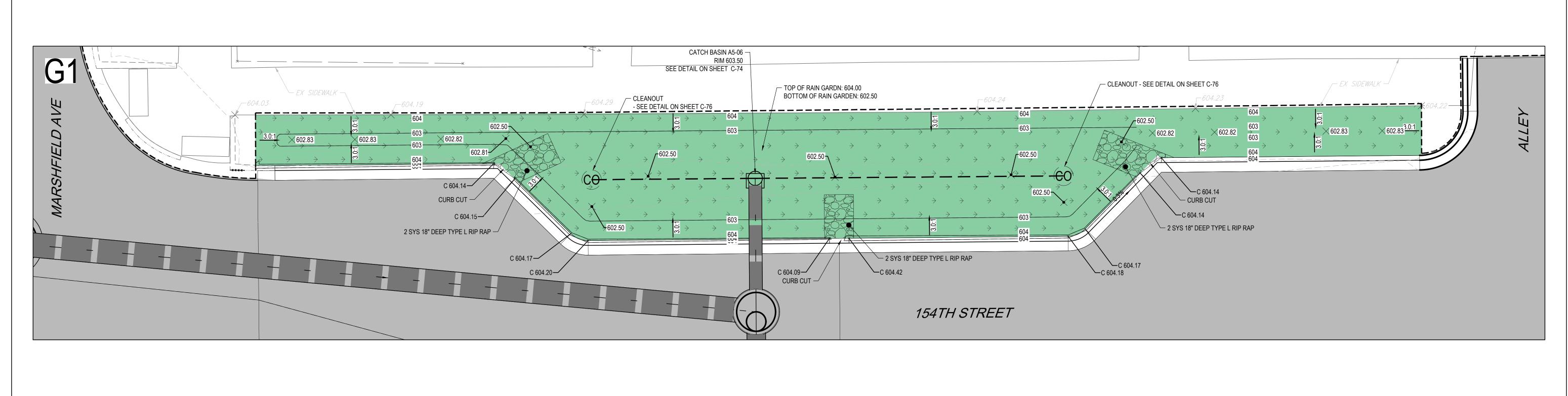
3/29/2024

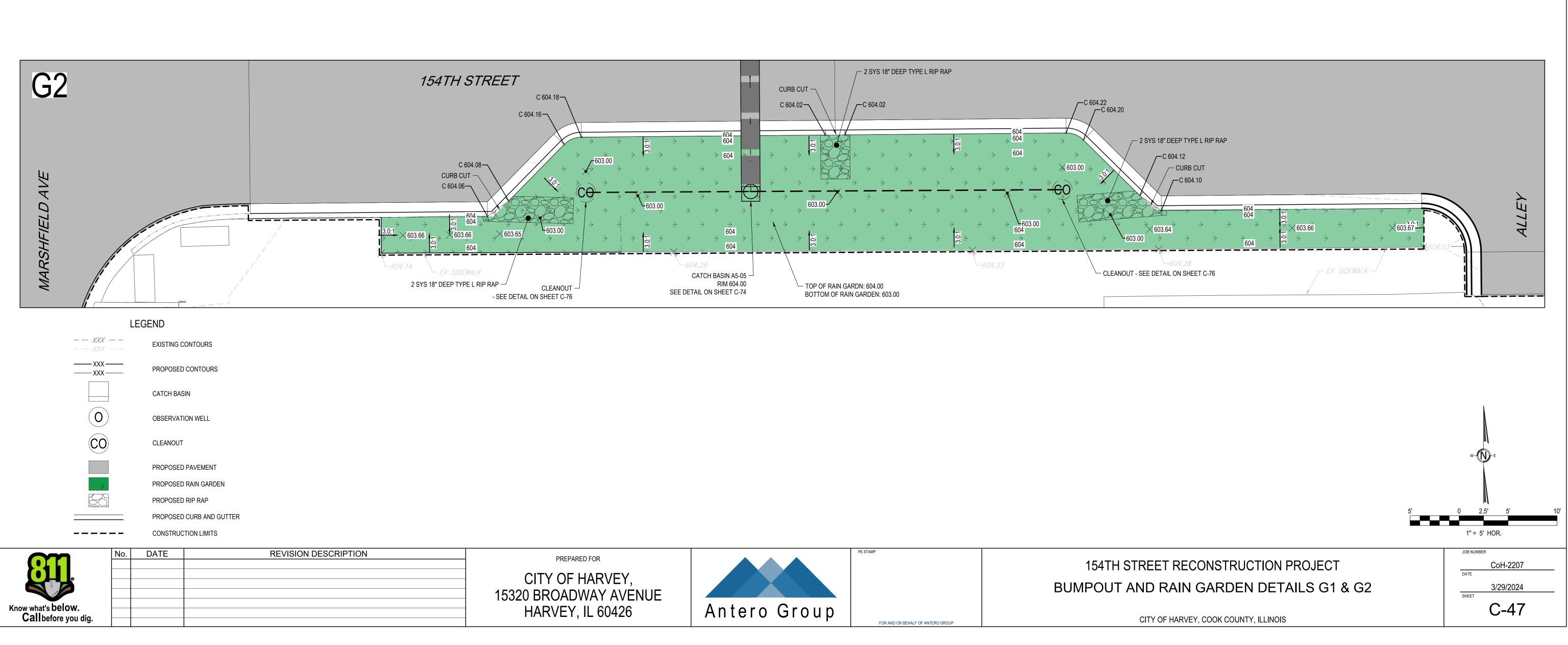
SHEET

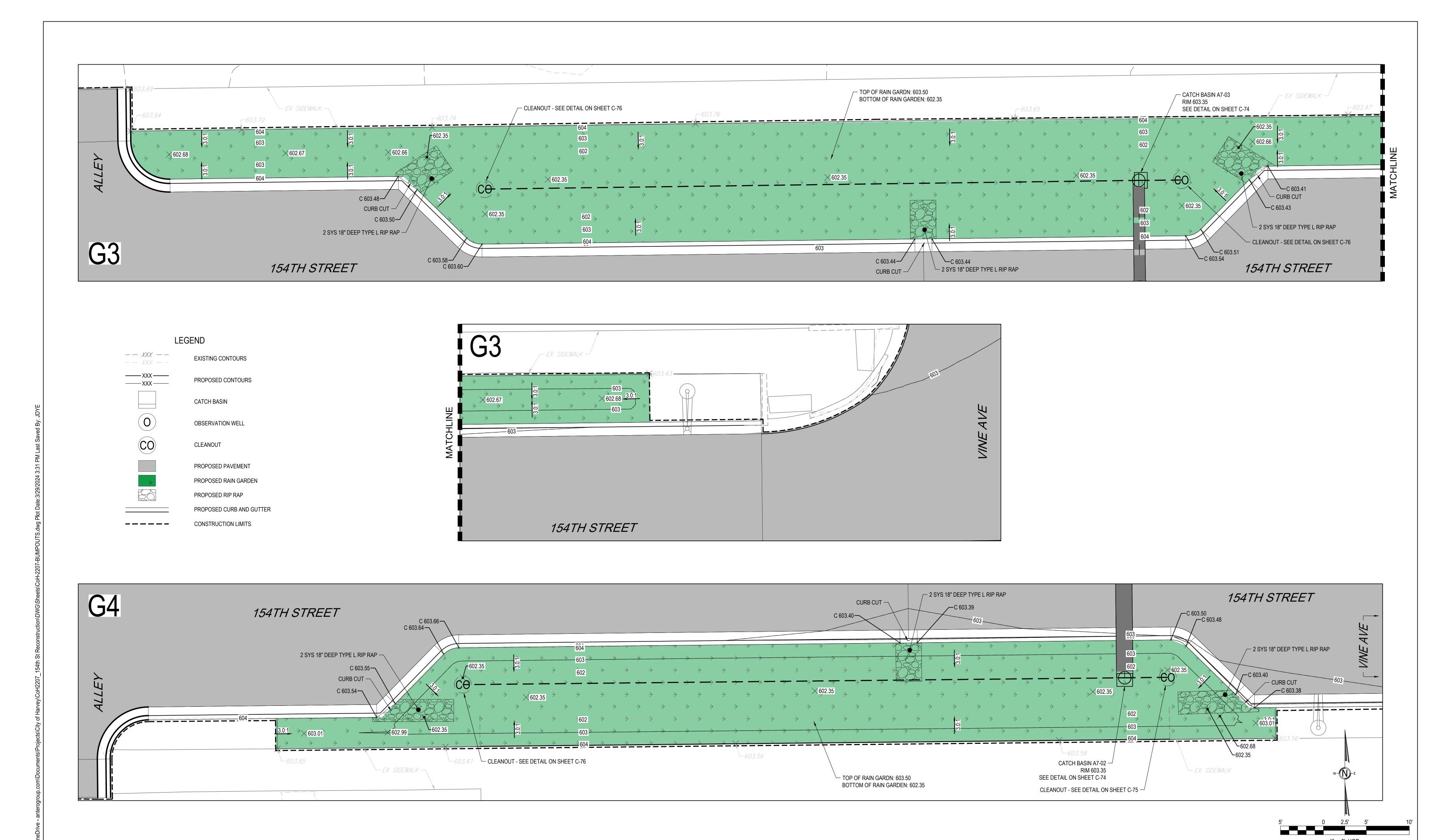
C-44

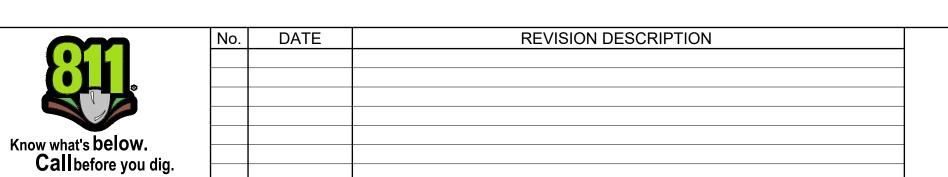












CITY OF HARVEY, 15320 BROADWAY AVENUE HARVEY, IL 60426



FOR AND ON BEHALF OF ANTERO GROUP

154TH STREET RECONSTRUCTION PROJECT
BUMPOUT AND RAIN GARDEN DETAILS G3 & G4

CITY OF HARVEY, COOK COUNTY, ILLINOIS

TOH-2207

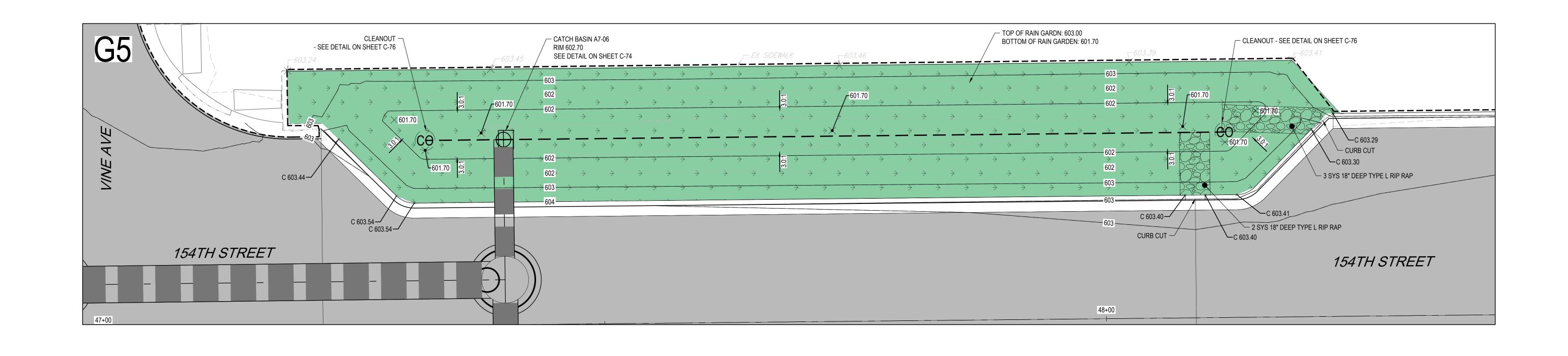
COH-2207

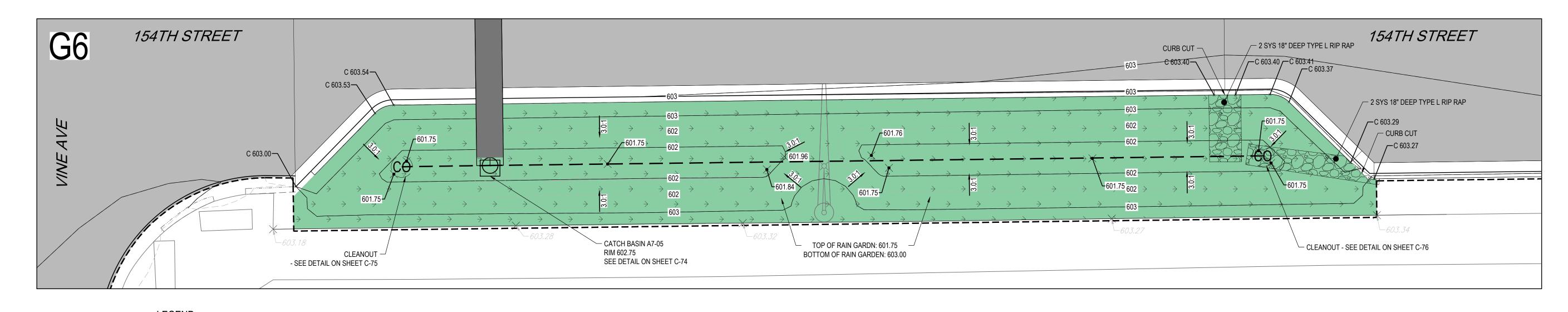
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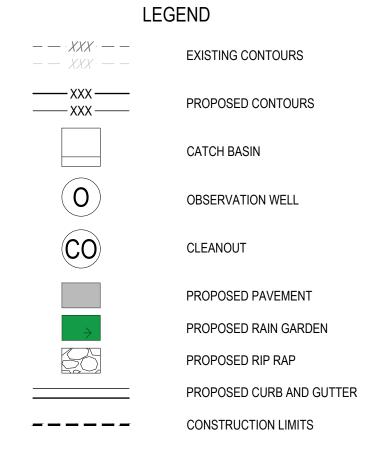
3/29/2024

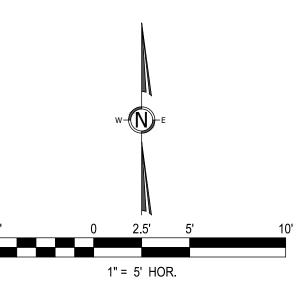
SHEET

C-48









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No.	DATE	REVISION DESCRIPTION
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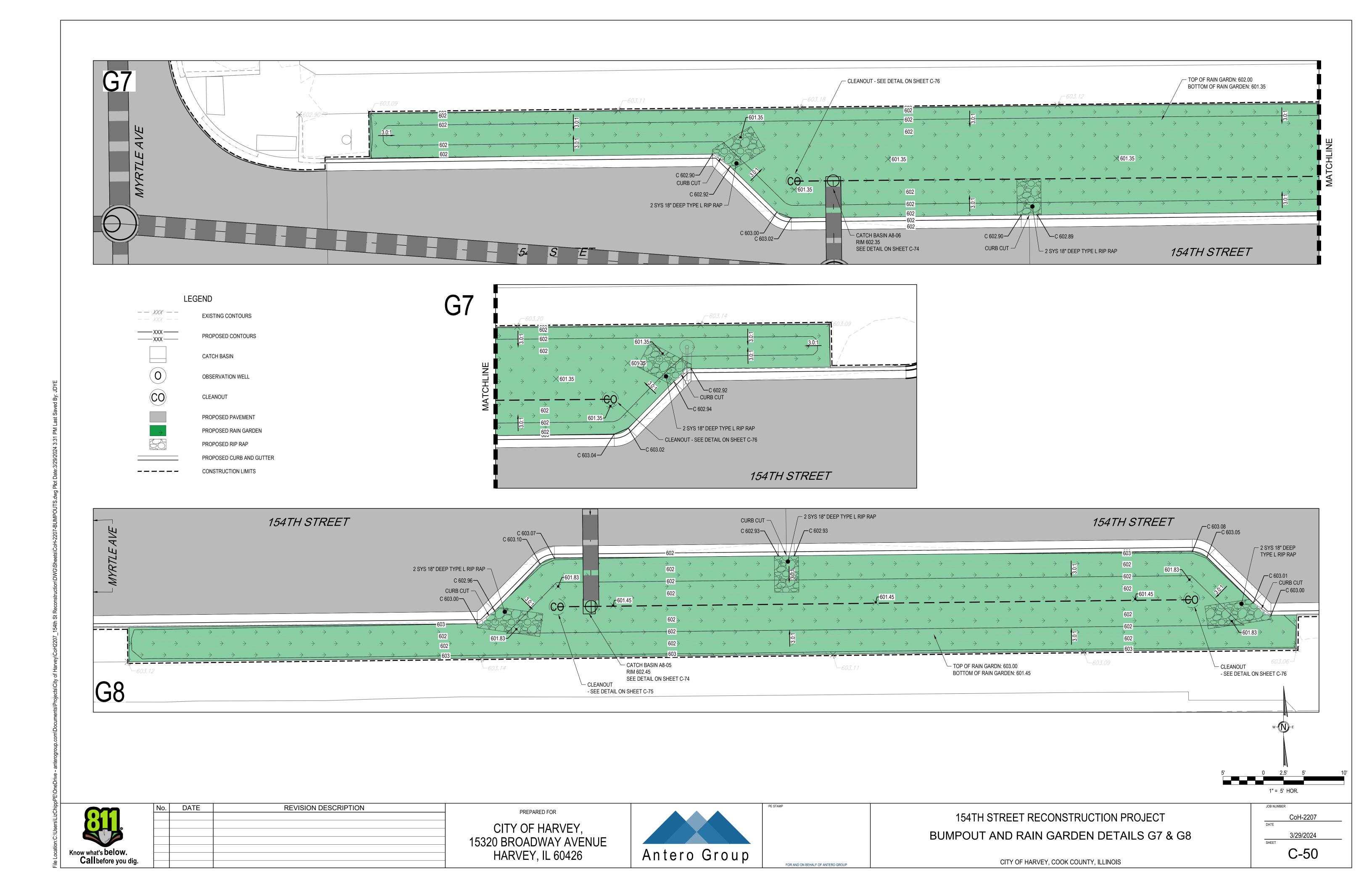
PREPARED FOR CITY OF HARVEY, 15320 BROADWAY AVENUE HARVEY, IL 60426

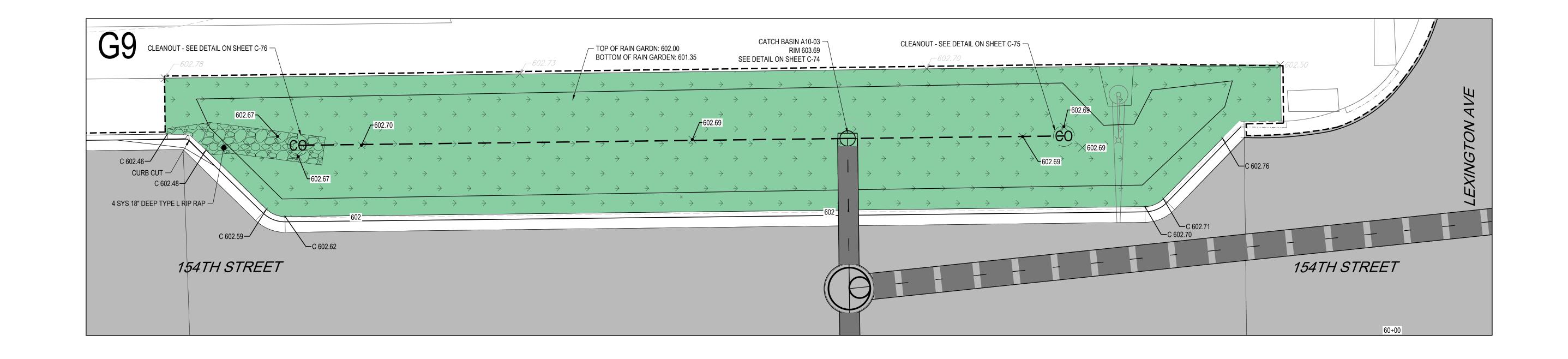


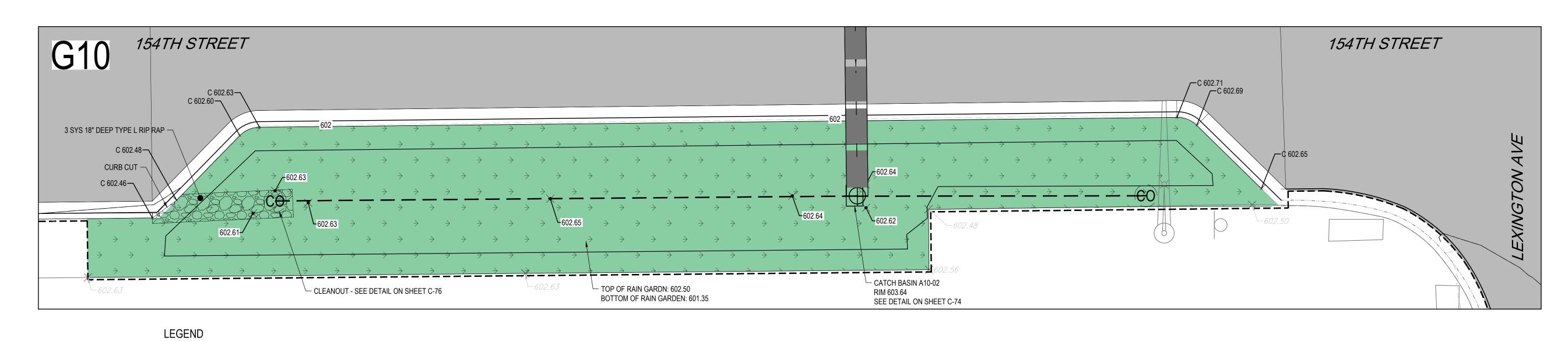
FOR AND ON BEHALF OF ANTERO GROUP	

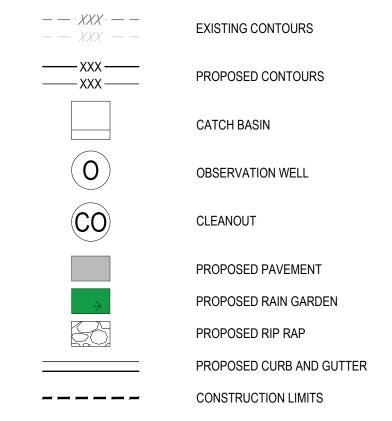
154TH STREET RECONSTRUCTION PROJECT BUMPOUT AND RAIN GARDEN DETAILS G5 & G6

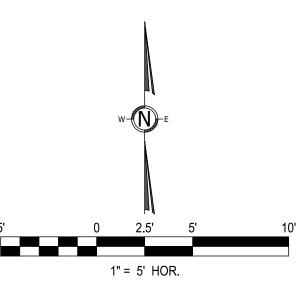
CoH-2207 3/29/2024 C-49











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No. DATE

DATE	REVISION DESCRIPTION	PREPARED FOR
		CITY OF HARVEY, 15320 BROADWAY AVENUE HARVEY, IL 60426

REVISION DESCRIPTION

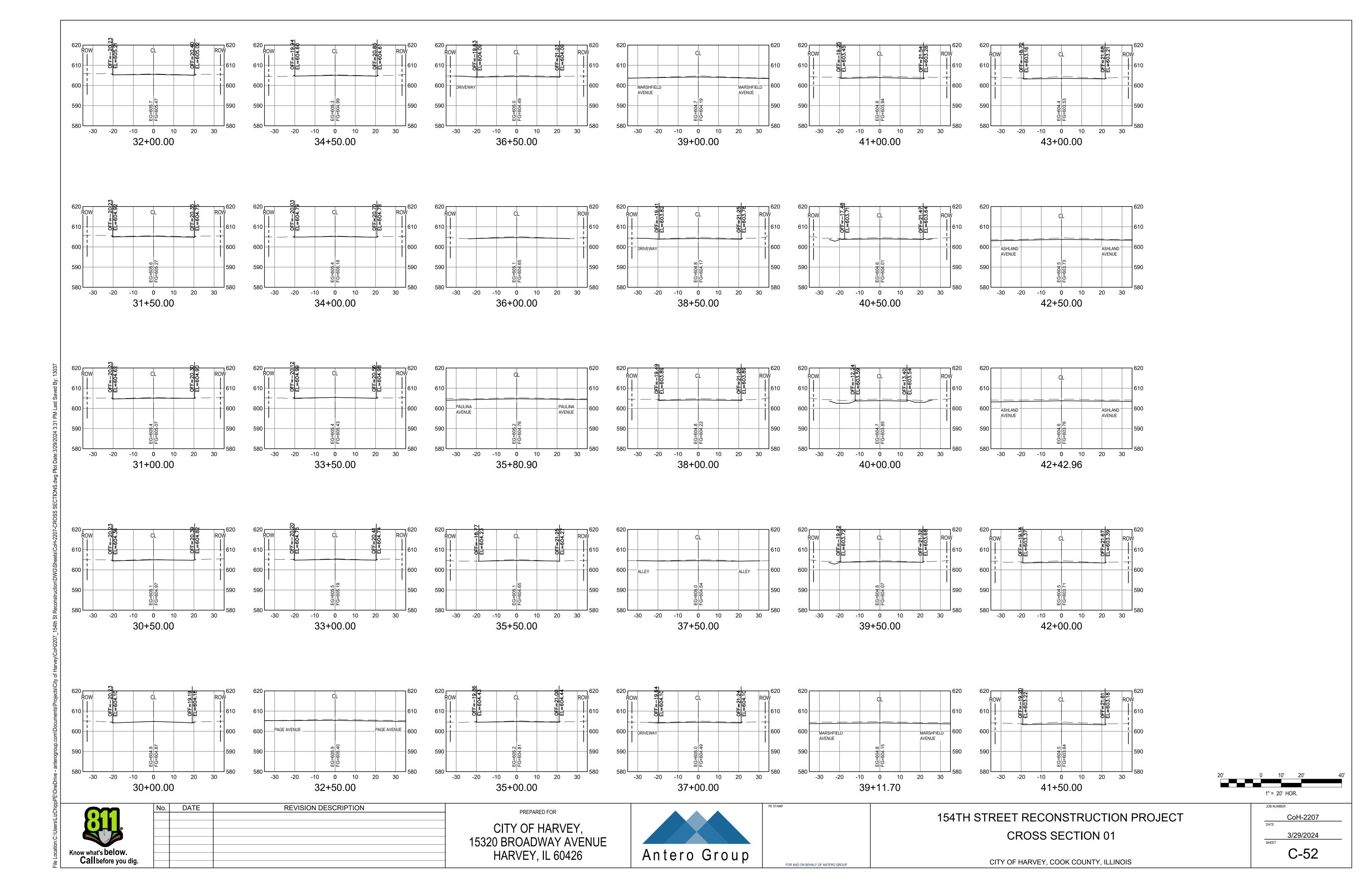


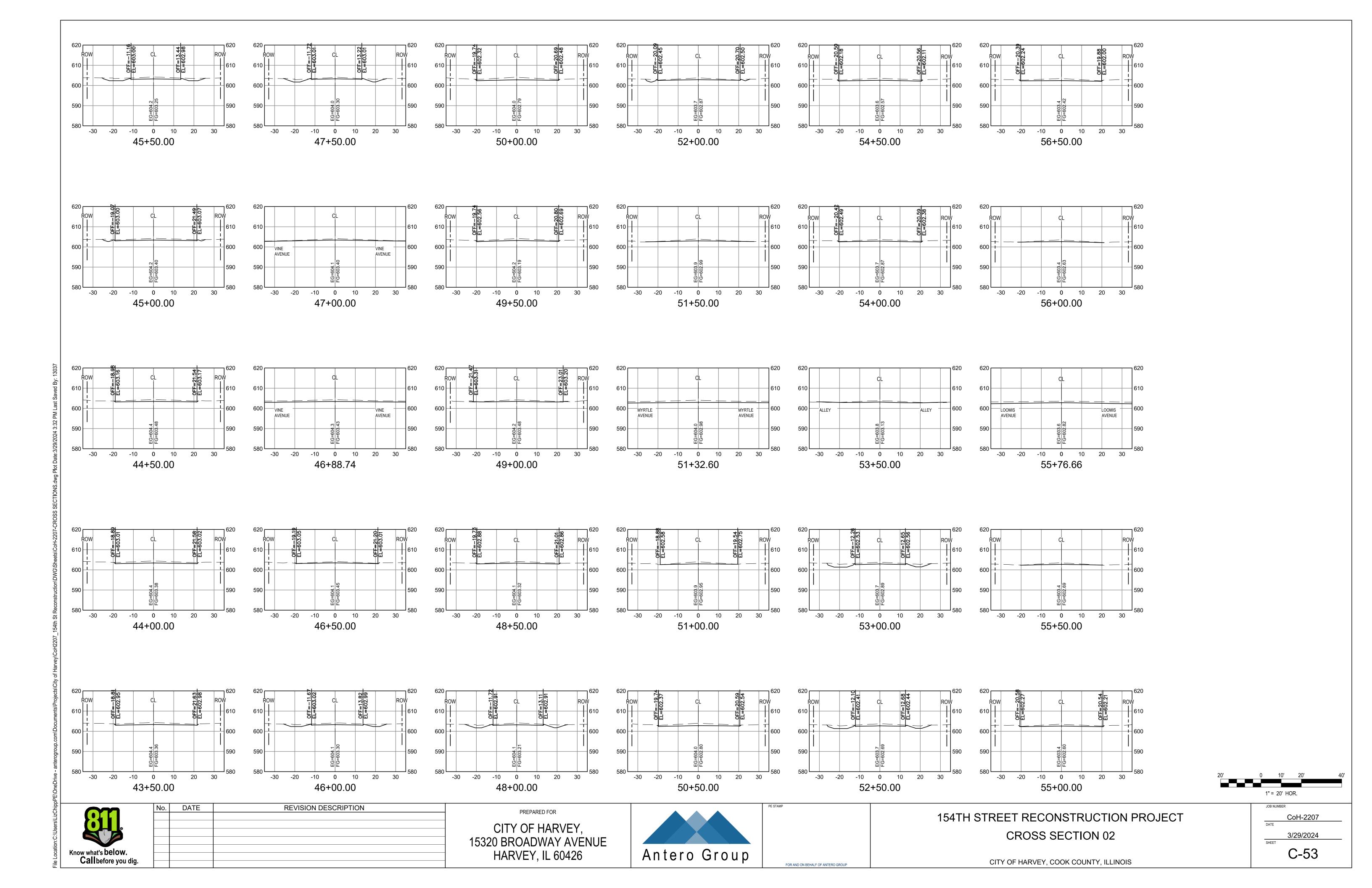
FOR AND ON BEHALF OF ANTERO GROUP	

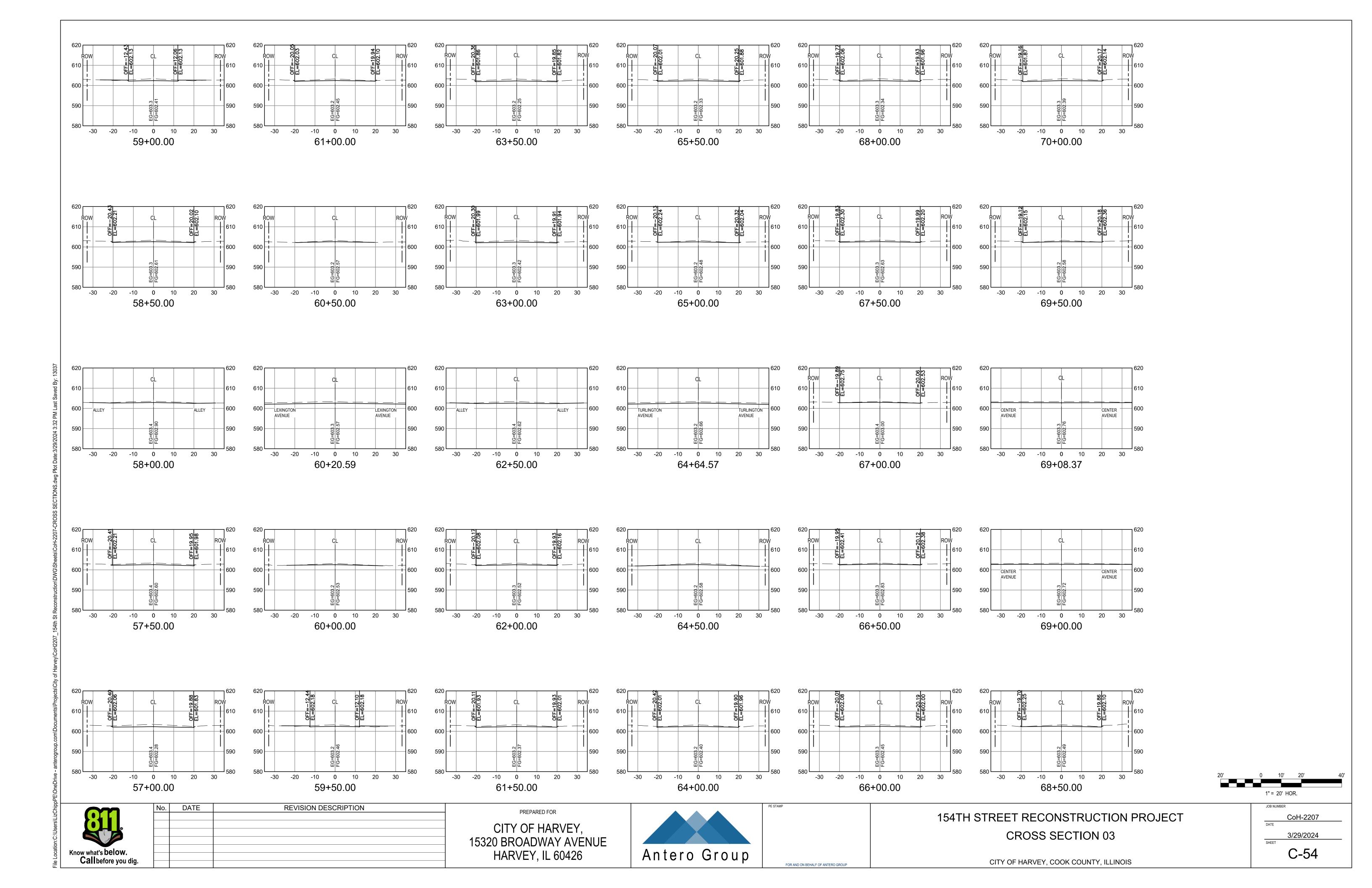
154TH STREET RECONSTRUCTION PROJECT
BUMPOUT AND RAIN GARDEN DETAILS G9 & G10

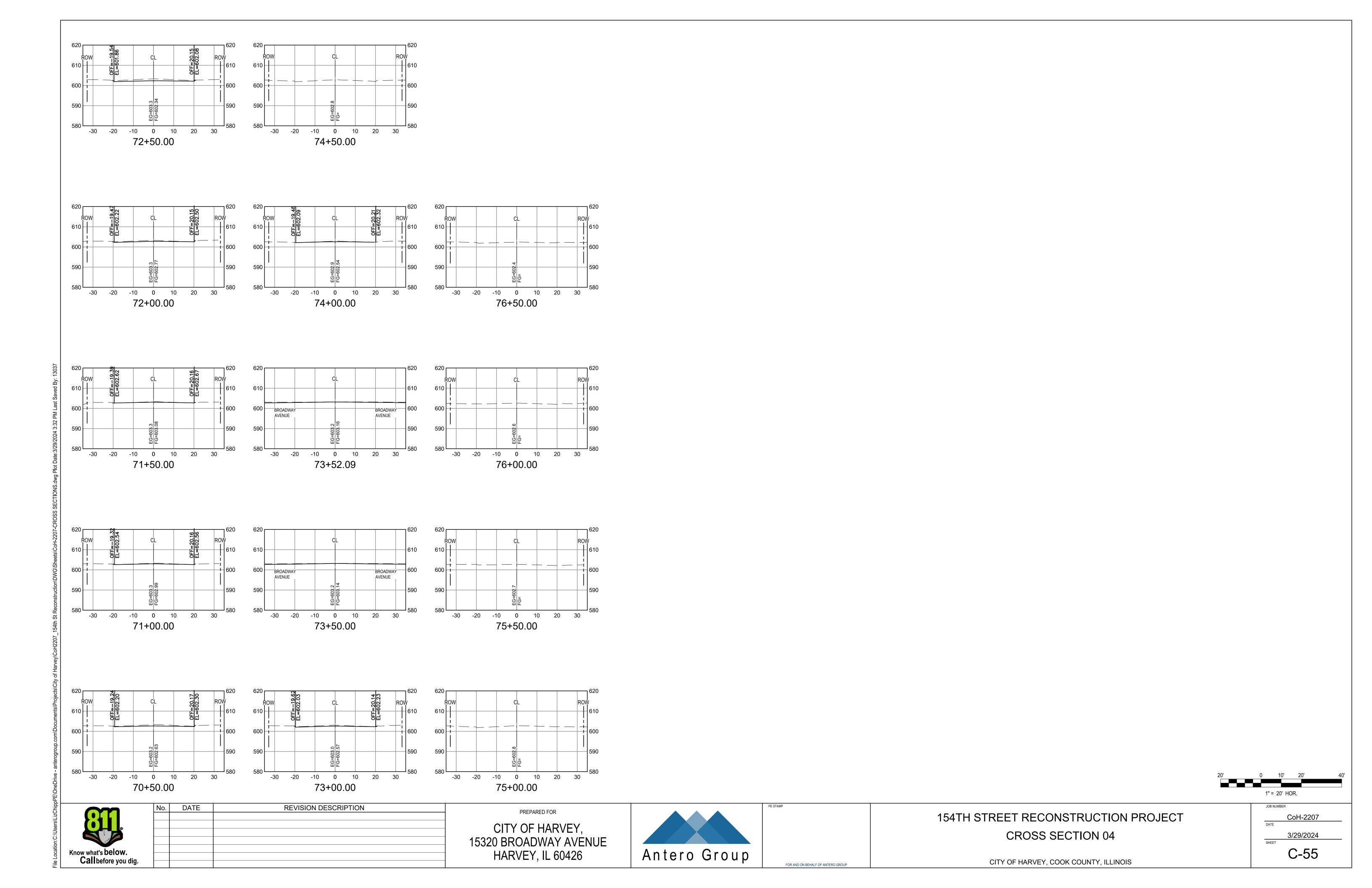
CITY OF HARVEY, COOK COUNTY, ILLINOIS

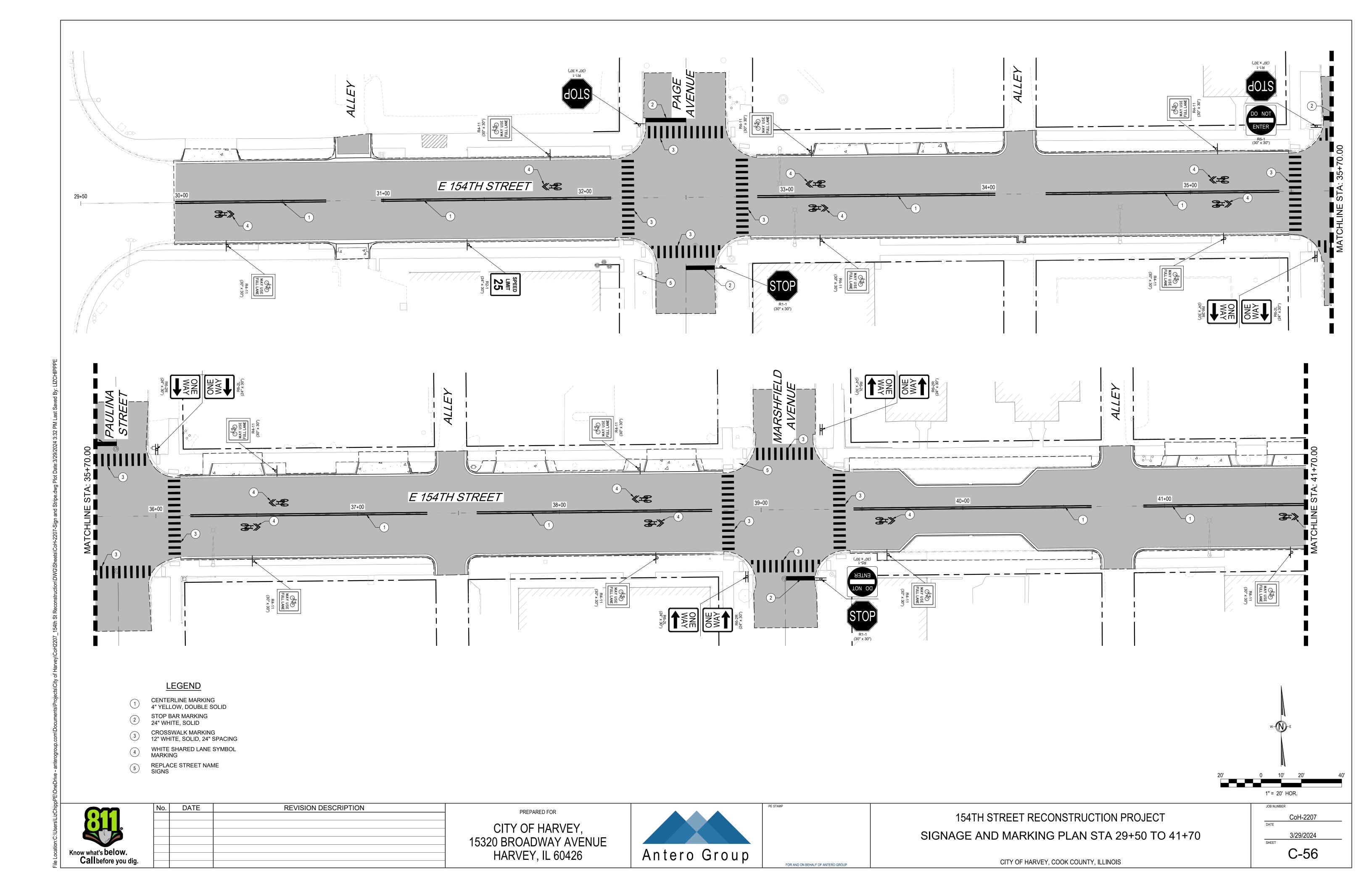
| CoH-2207 |
| DATE | 3/29/2024 |
| SHEET | C-51

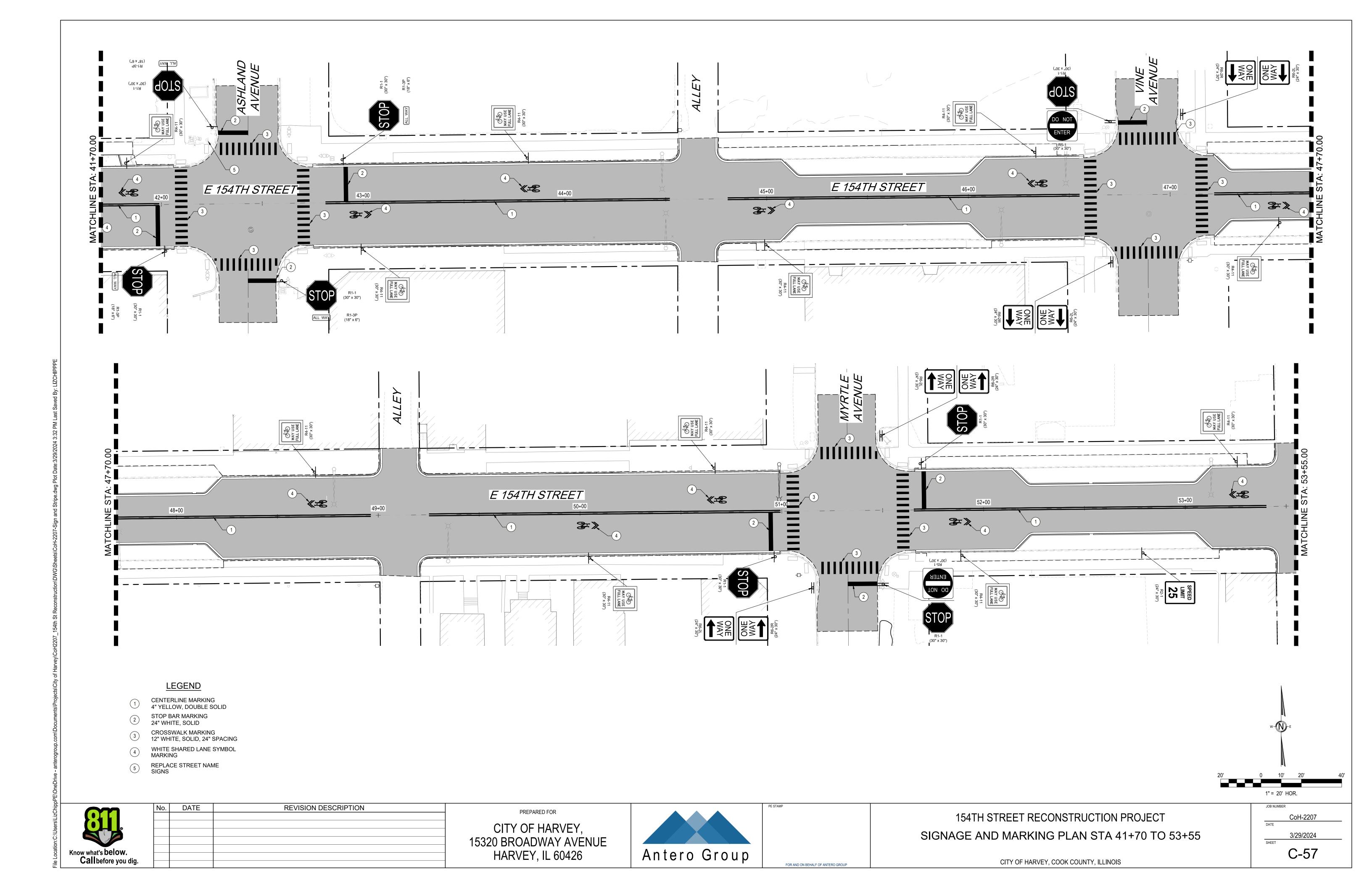


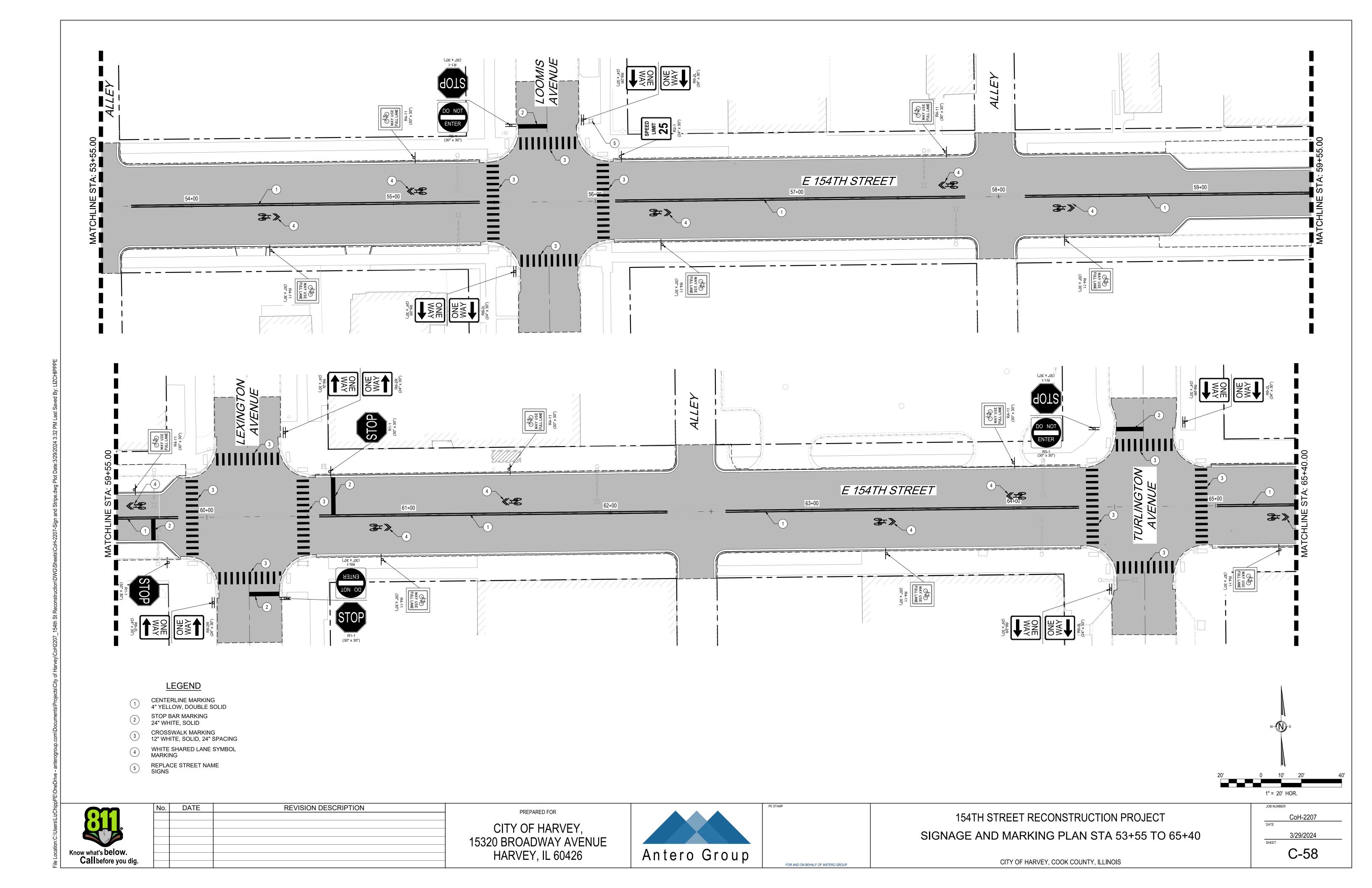


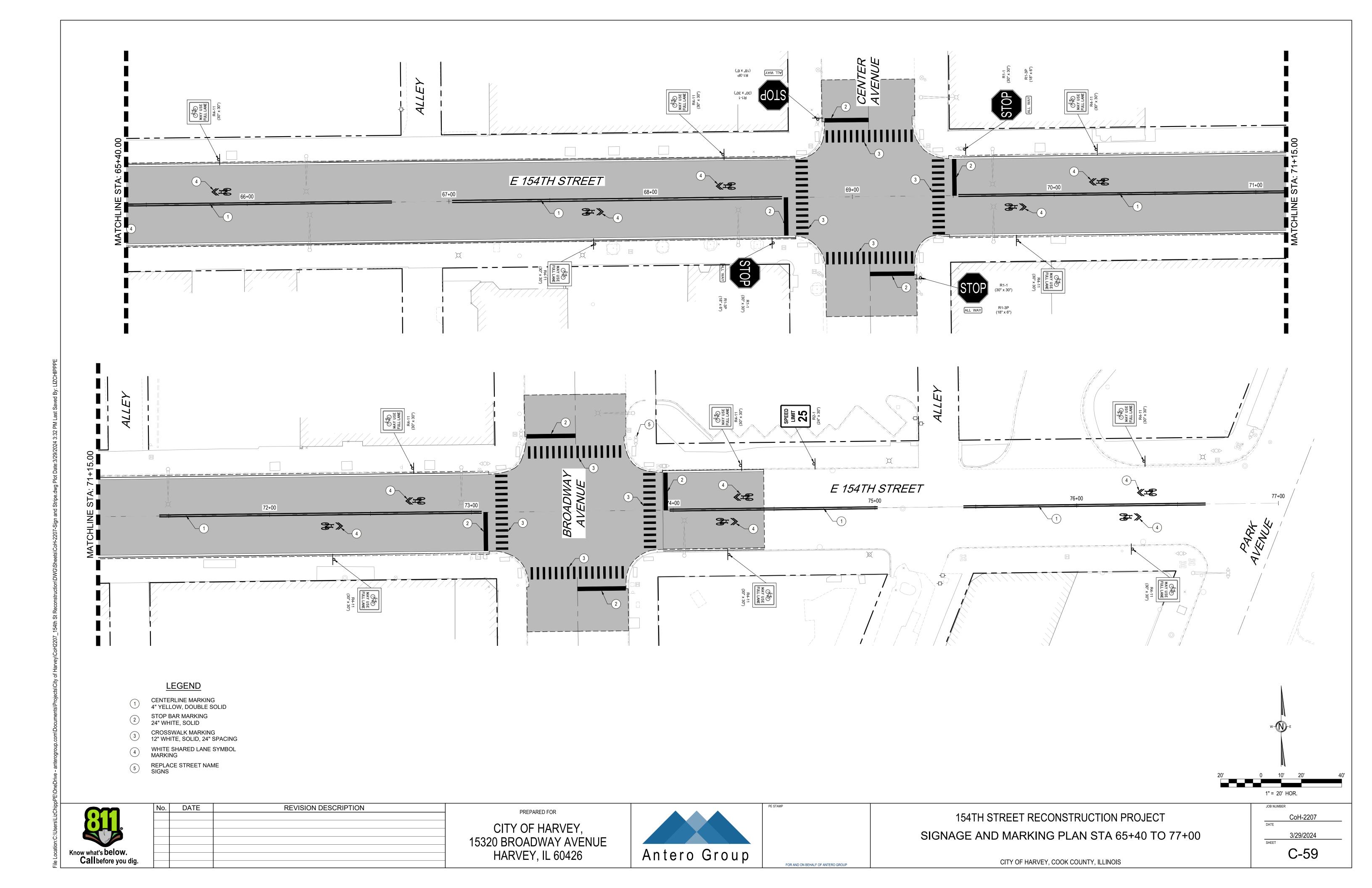


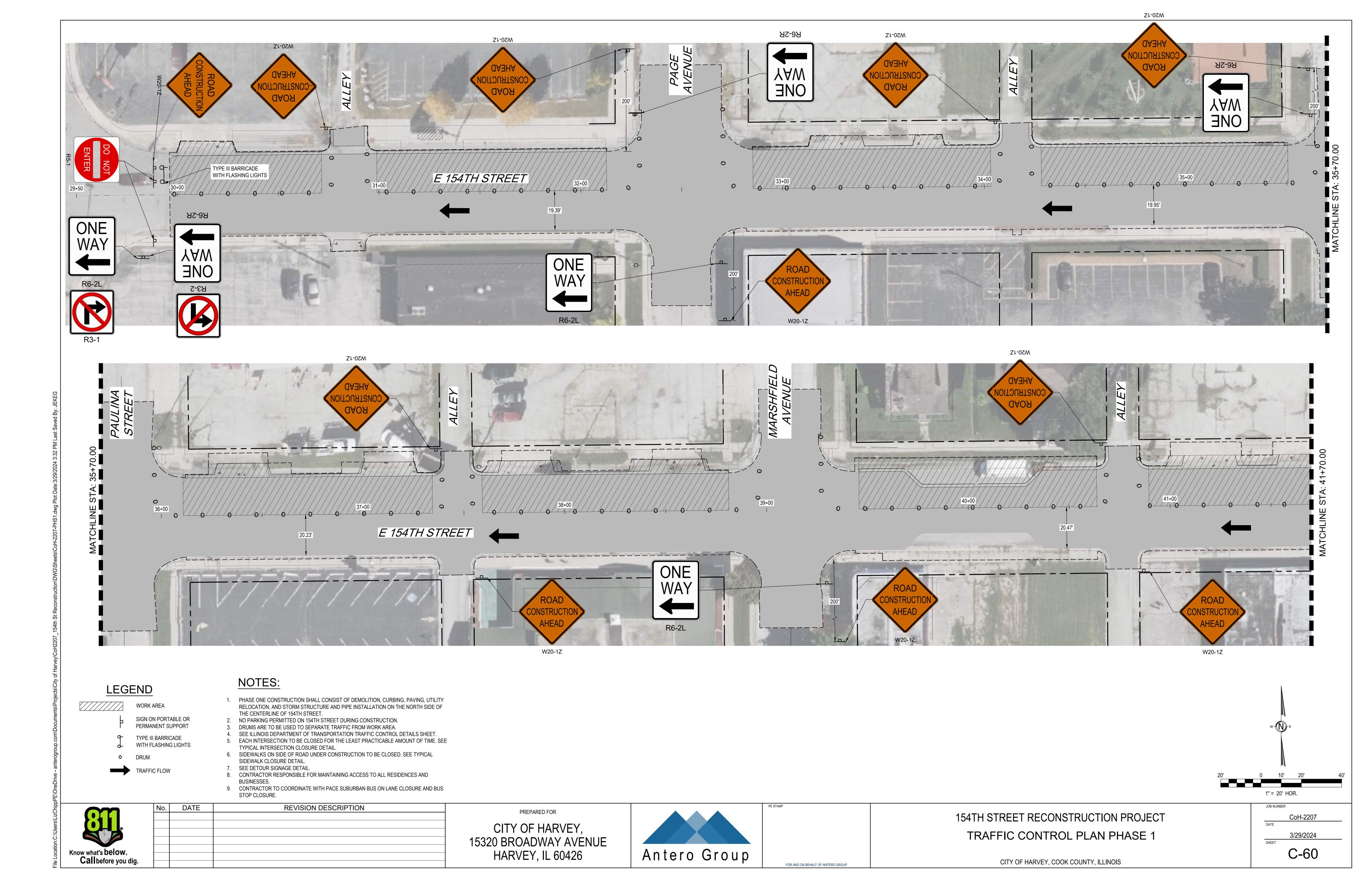


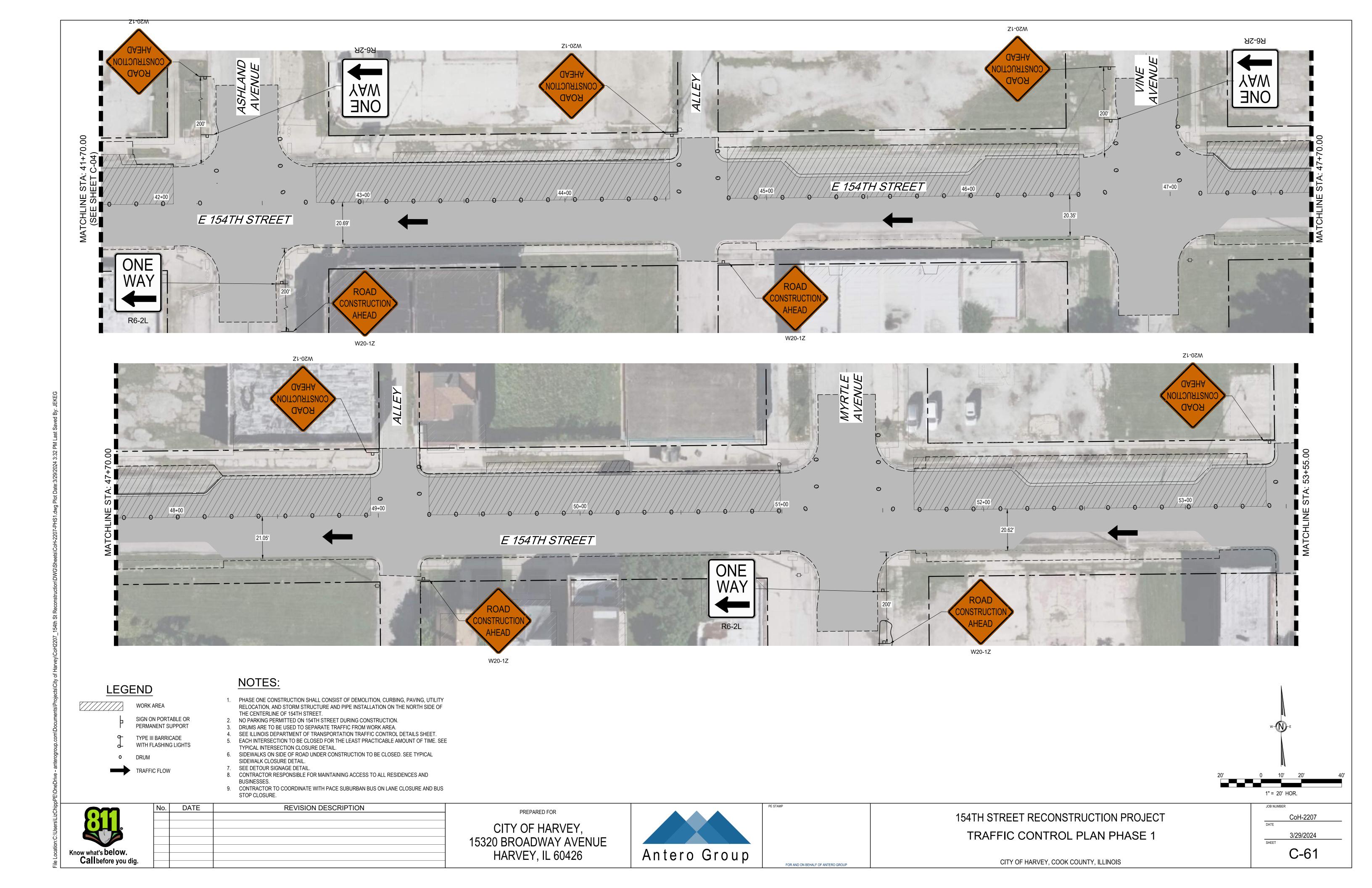


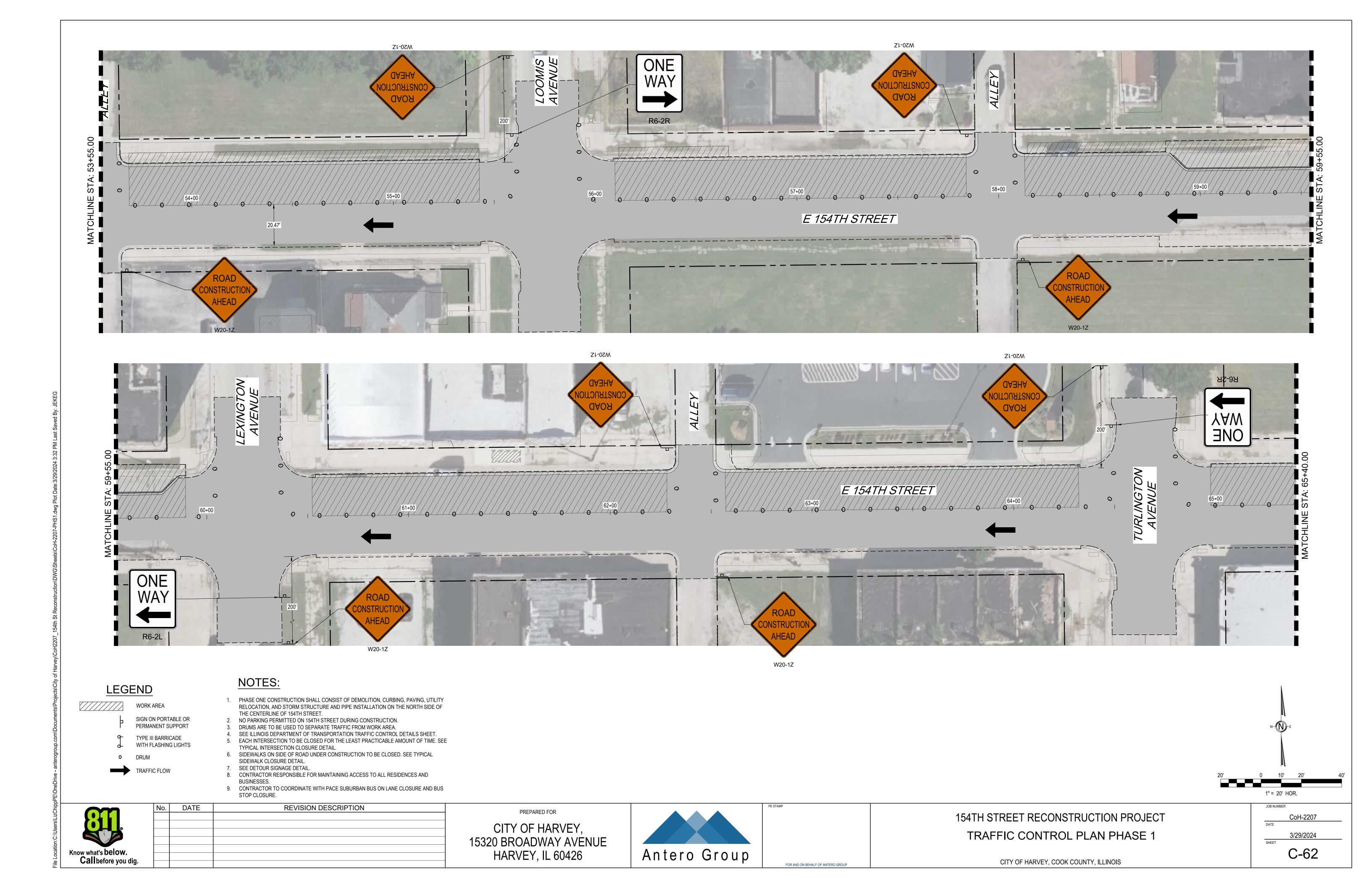


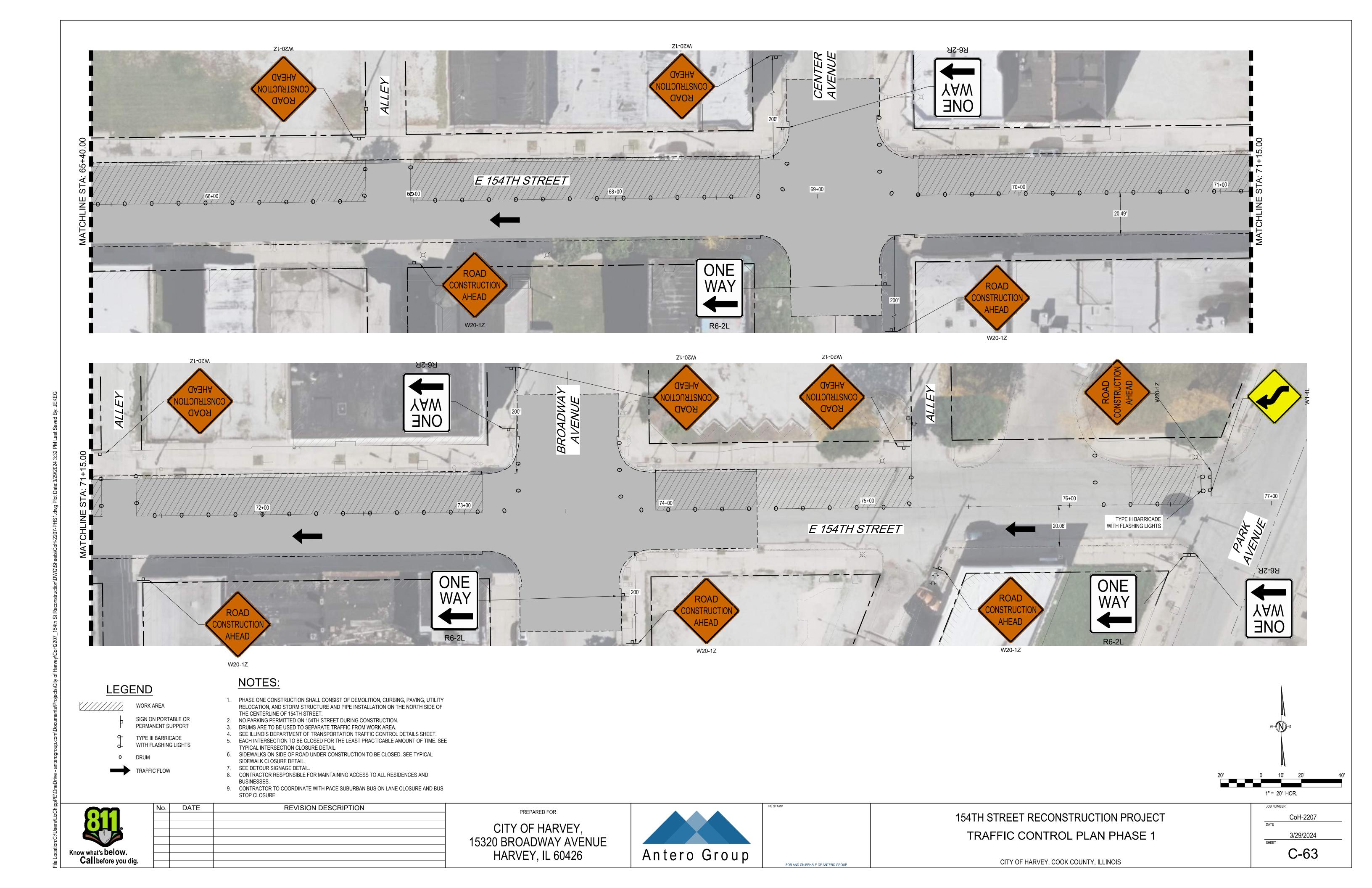


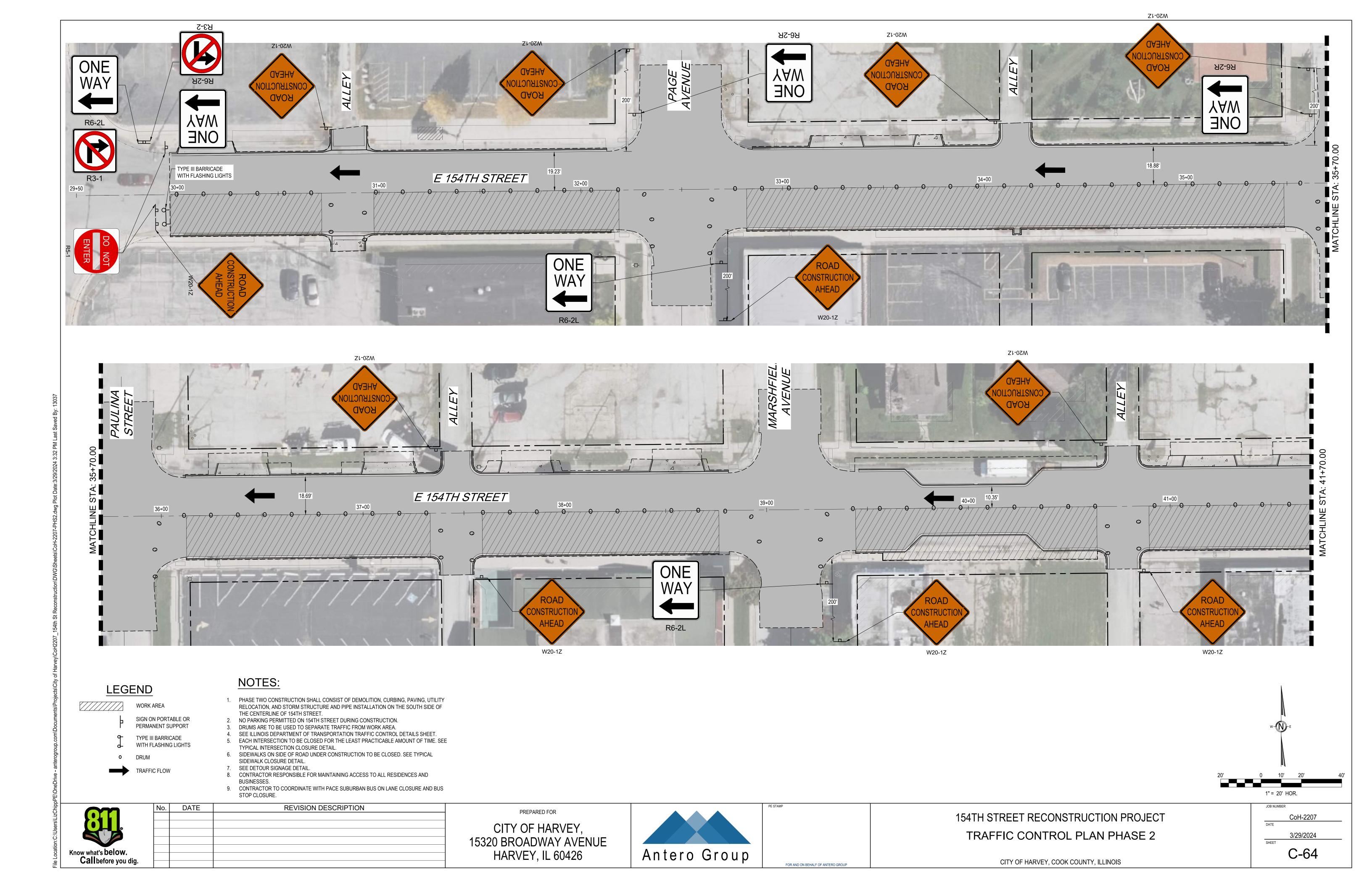


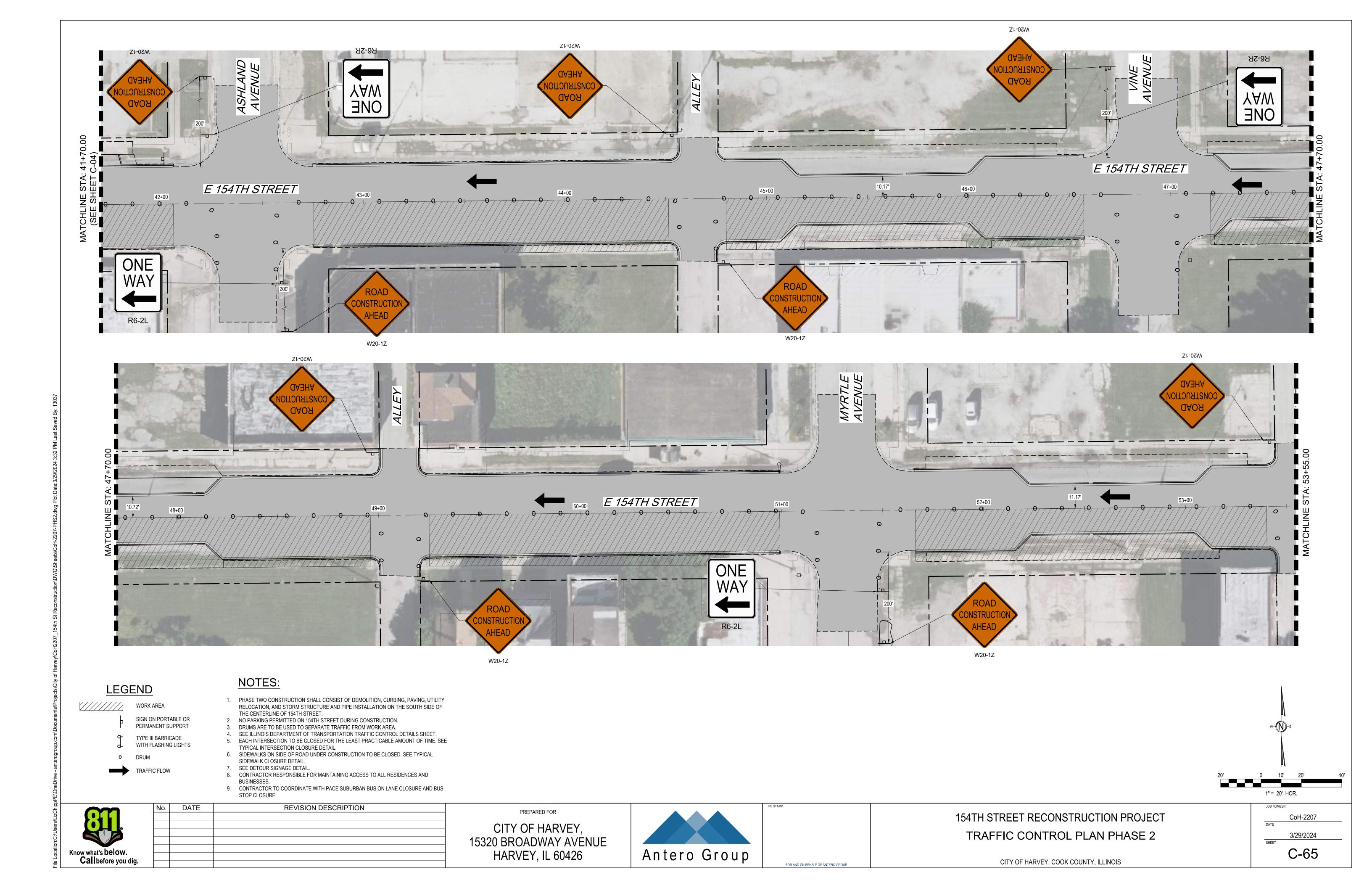


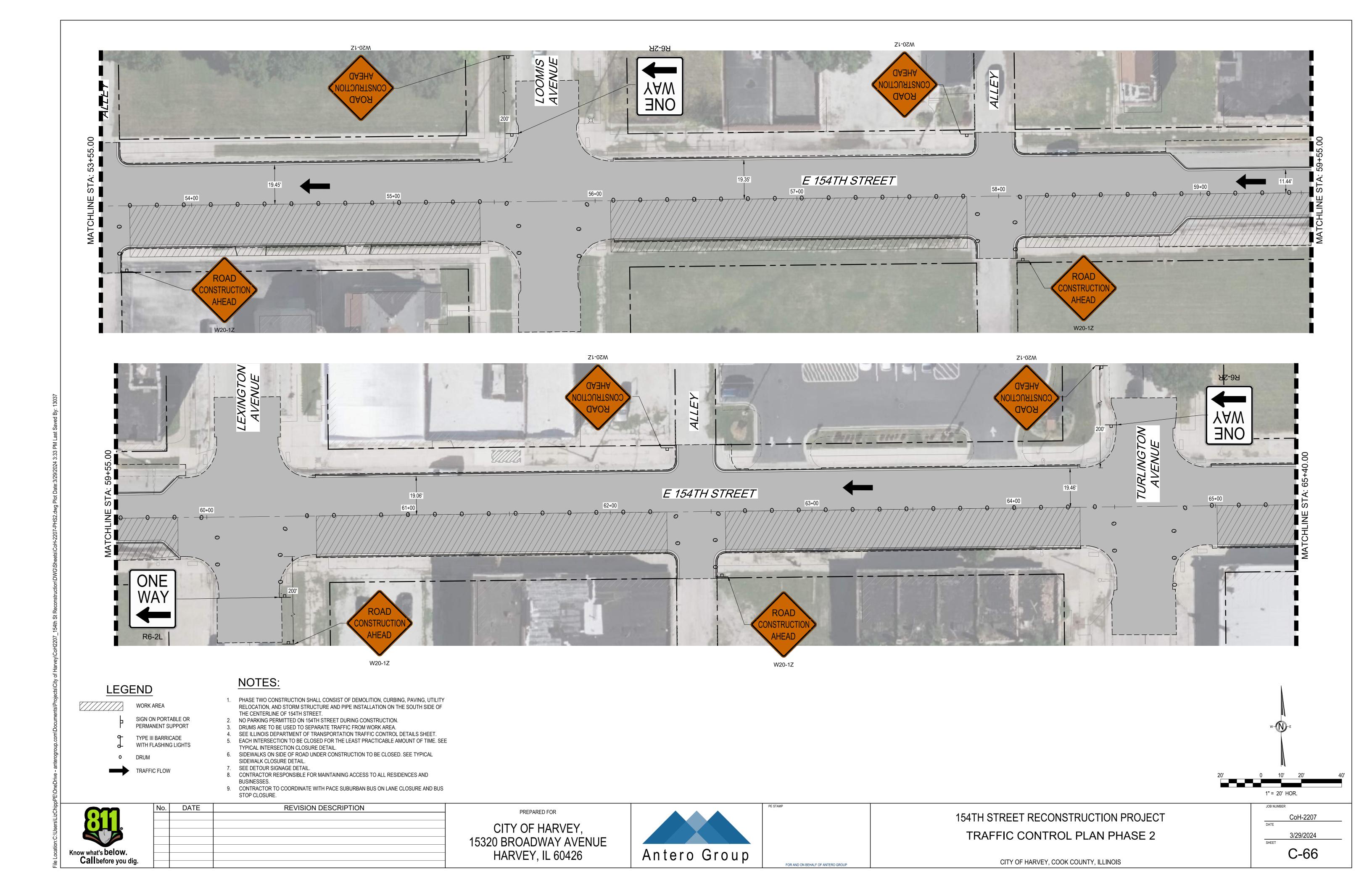


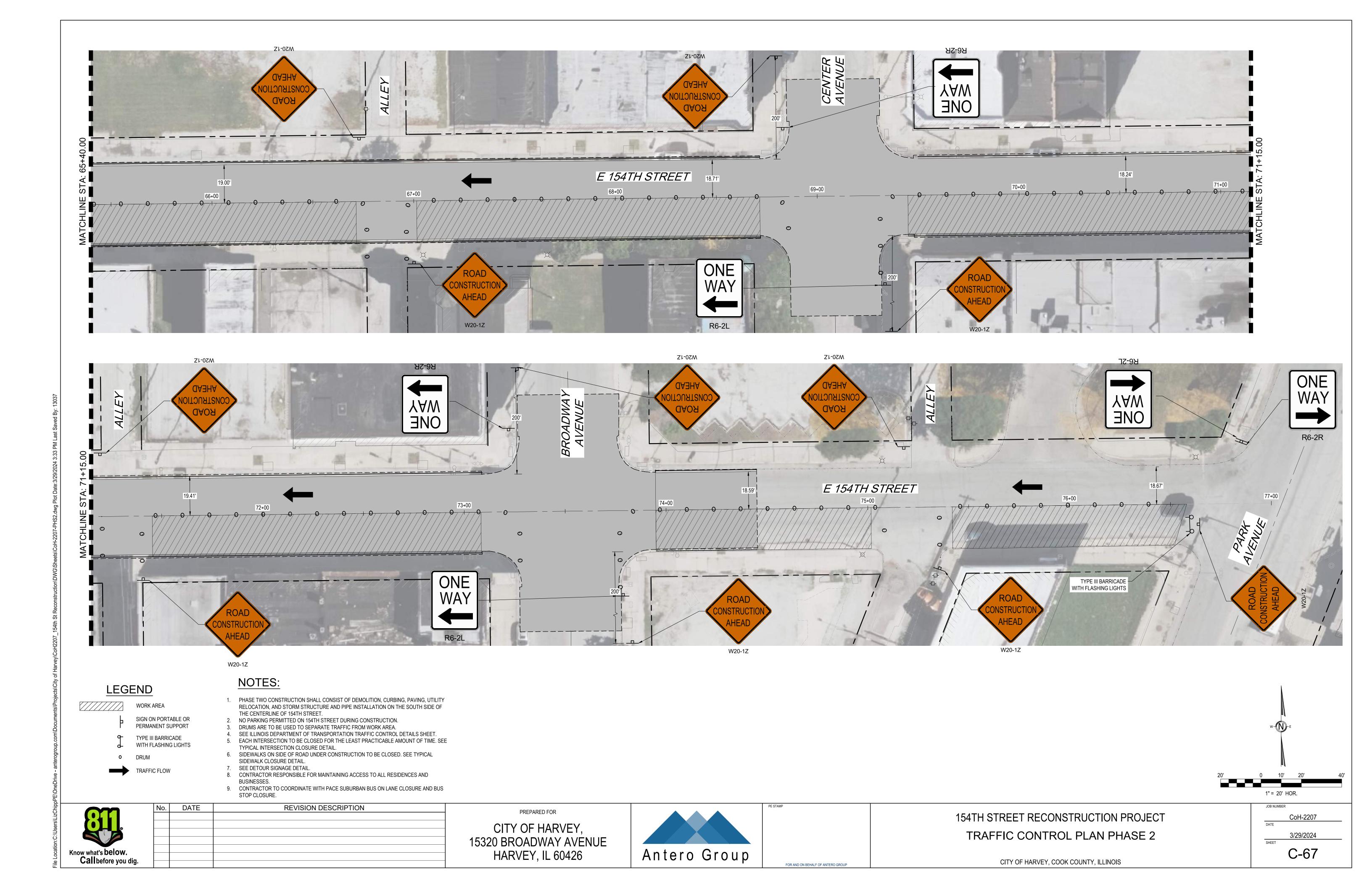


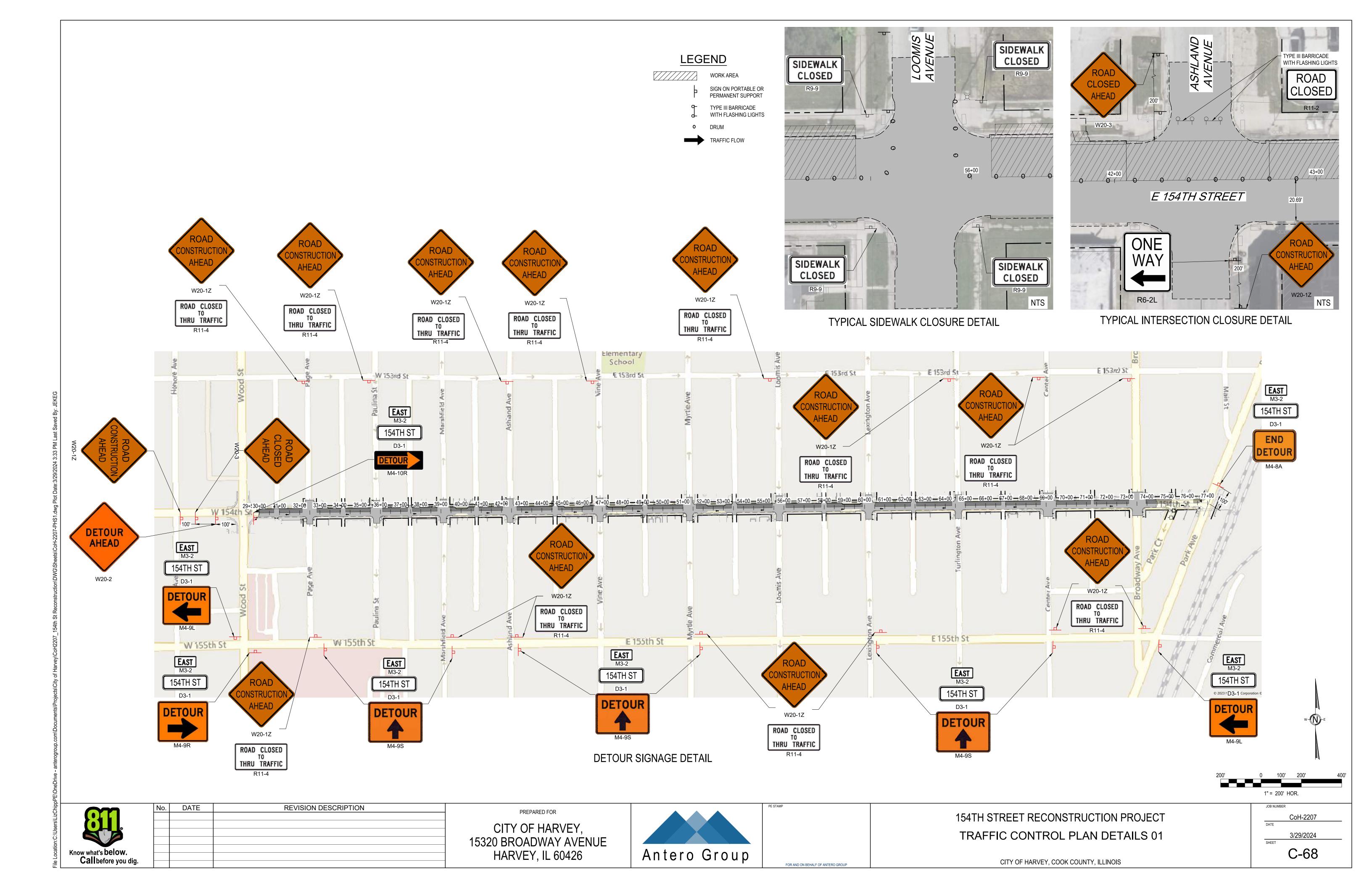


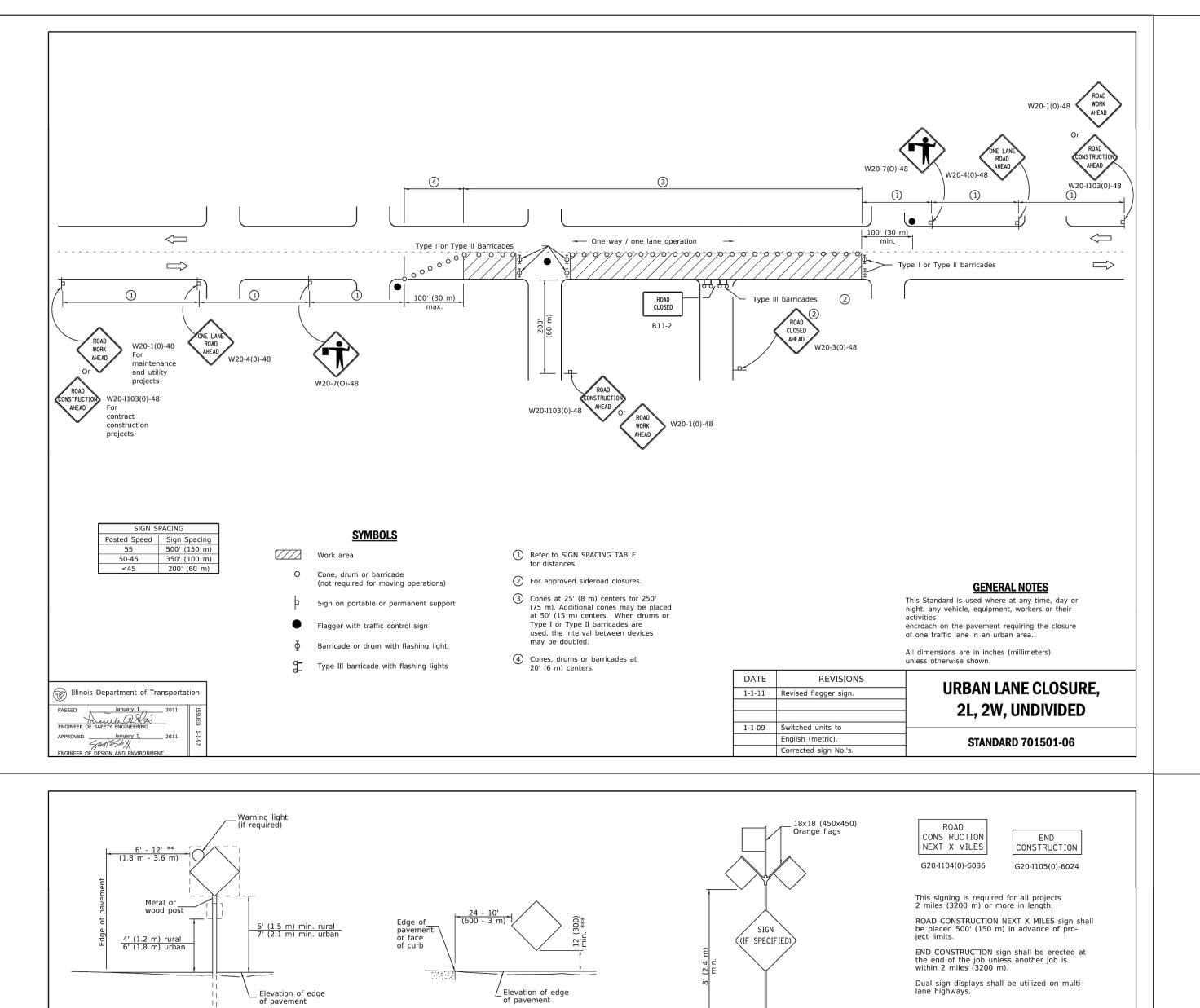


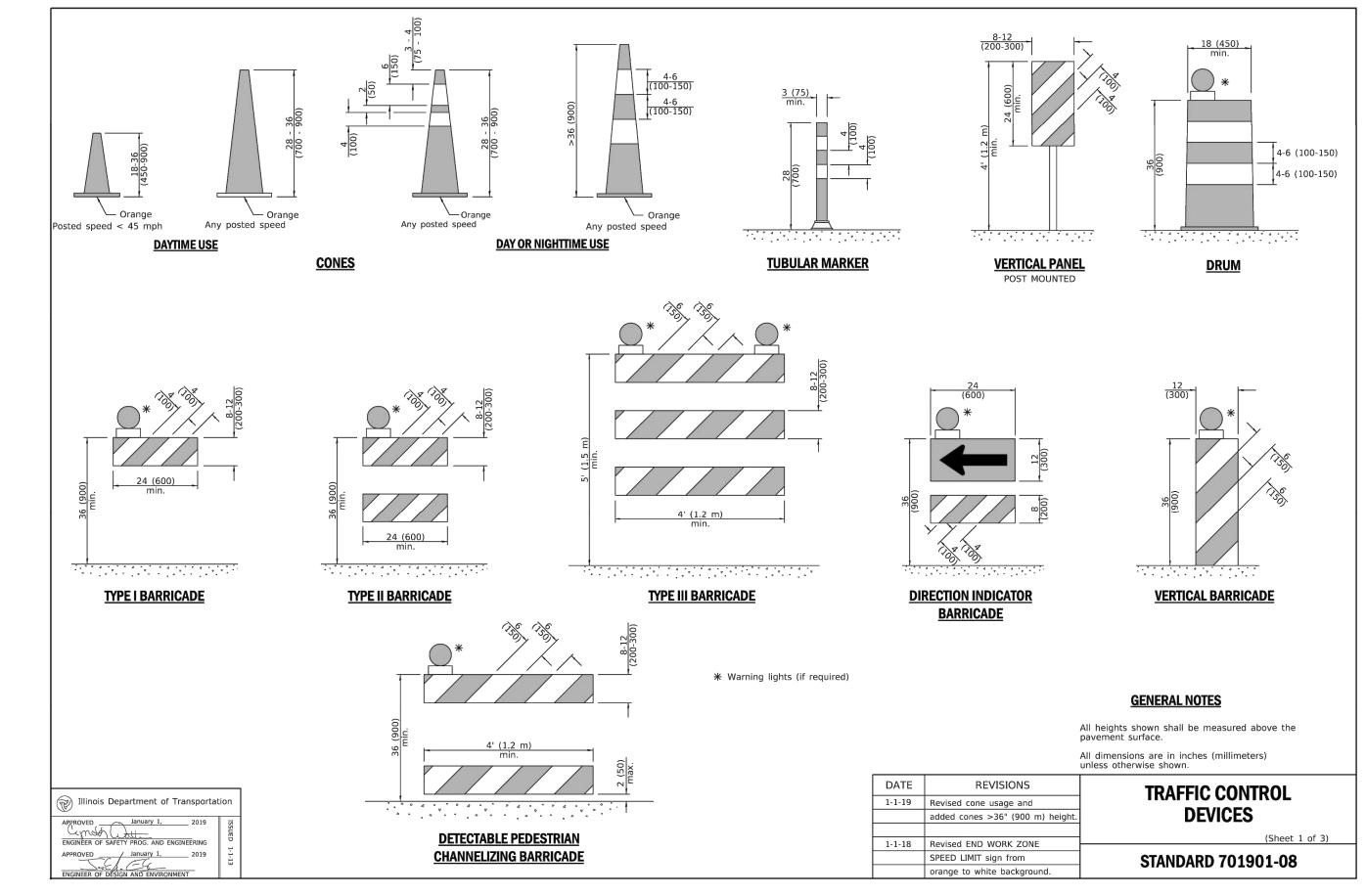


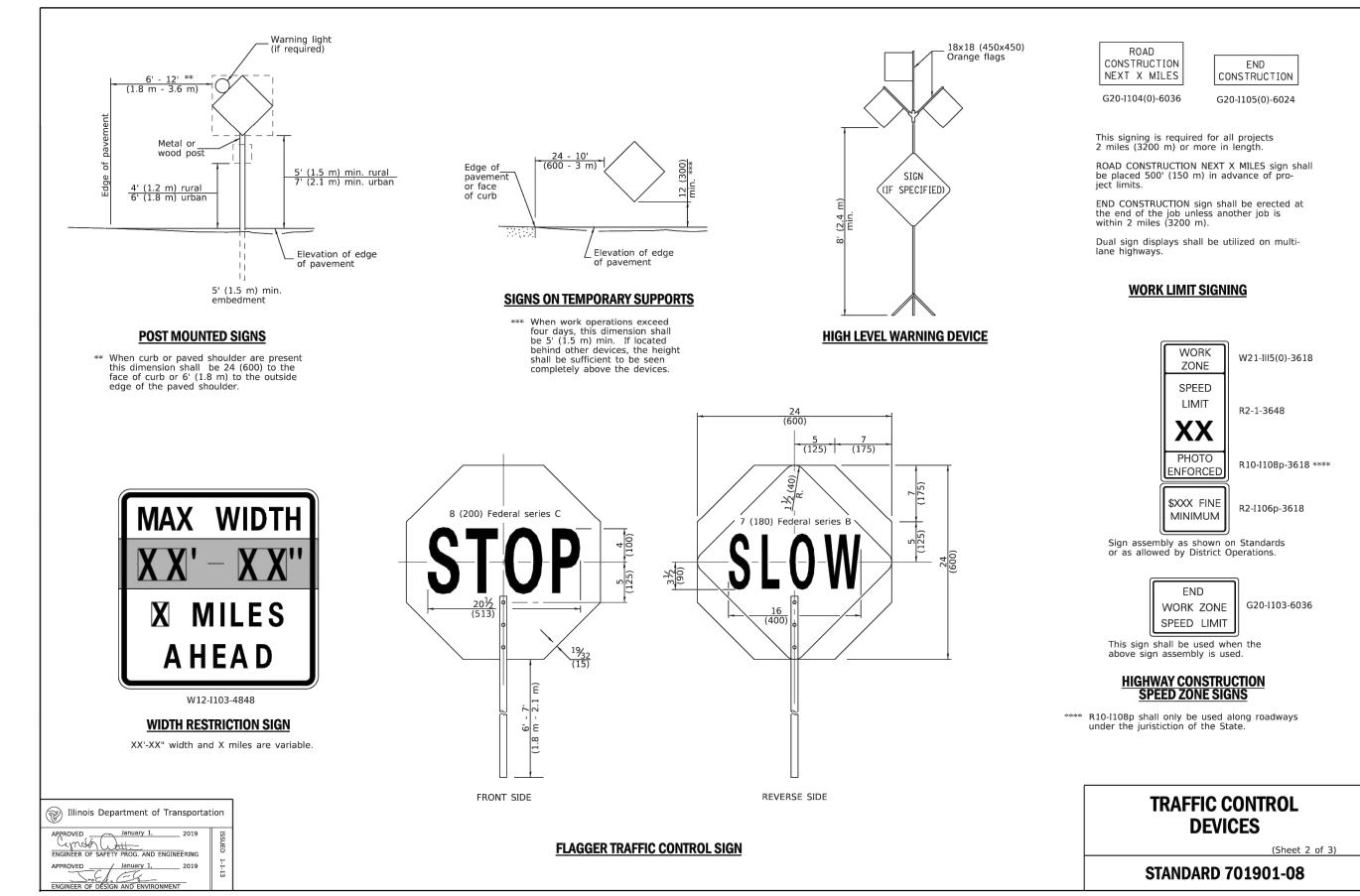


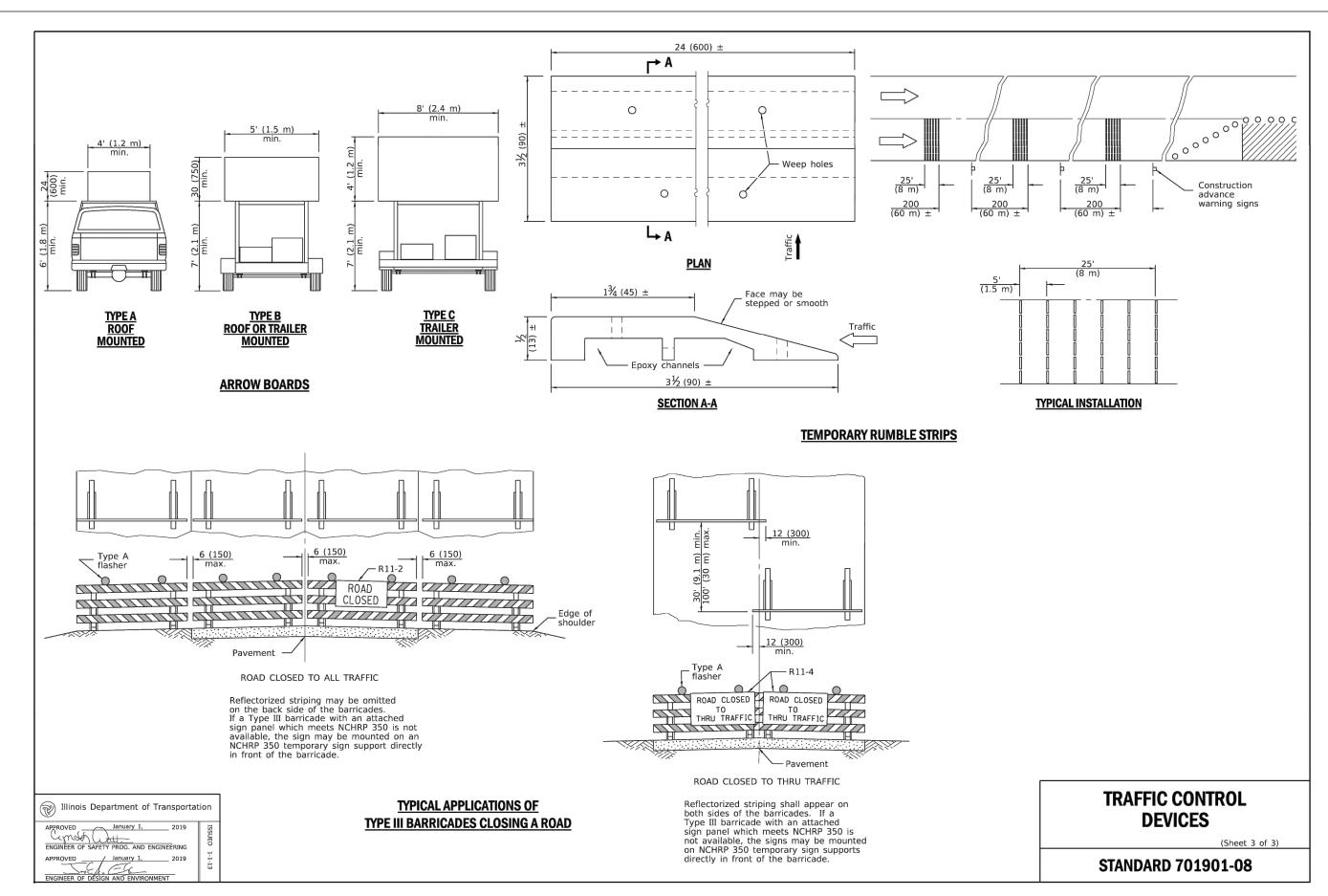














No. DATE REVISION DESCRIPTION

CITY OF HARVEY, 15320 BROADWAY AVENUE HARVEY, IL 60426

PREPARED FOR





154TH STREET RECONSTRUCTION PROJECT TRAFFIC CONTROL PLAN DETAILS 02

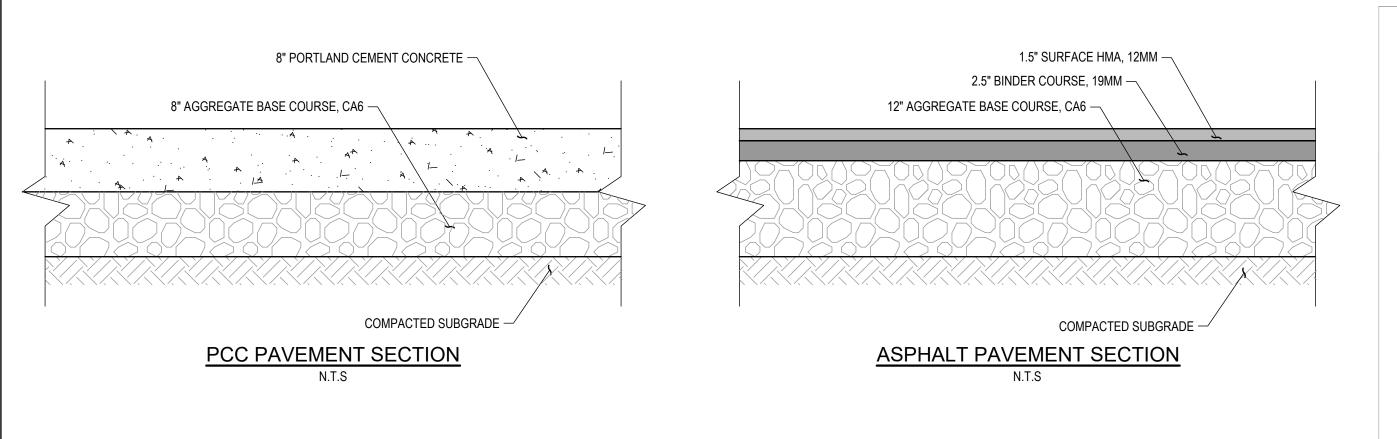
CoH-2207

DATE

3/29/2024

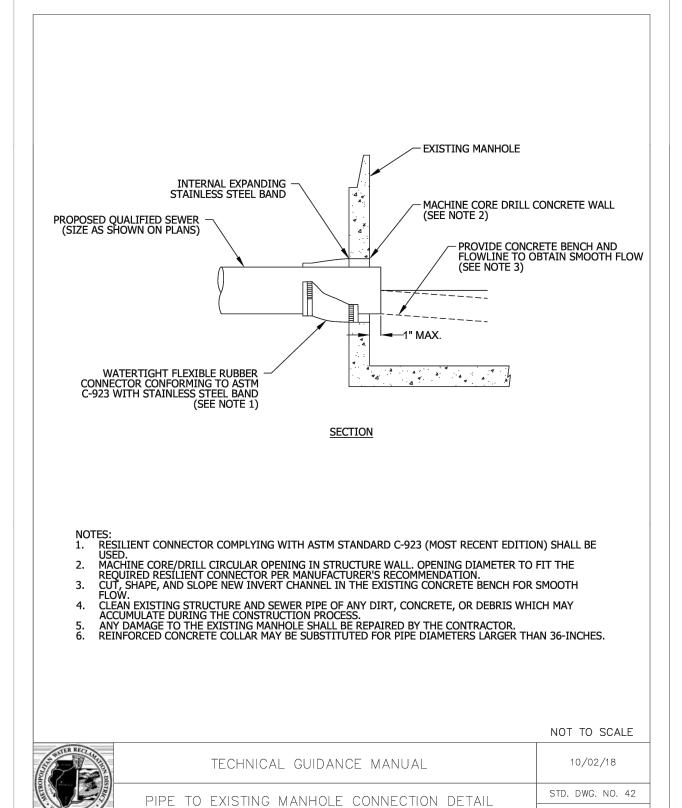
SHEET

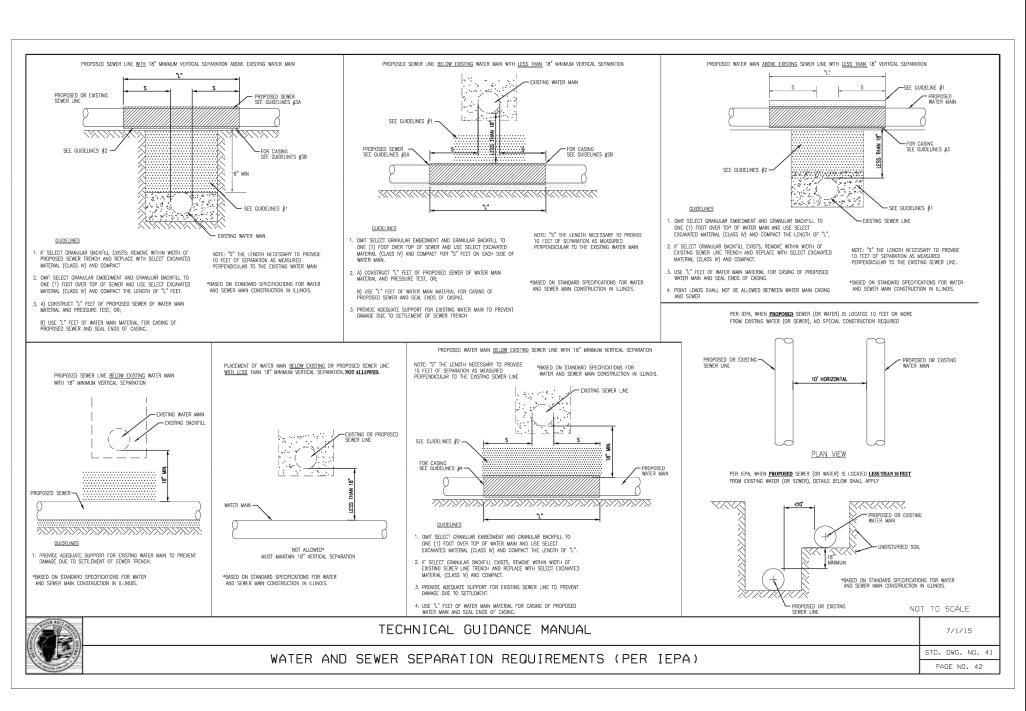
C-69



Know what's **below**.

Callbefore you dig.



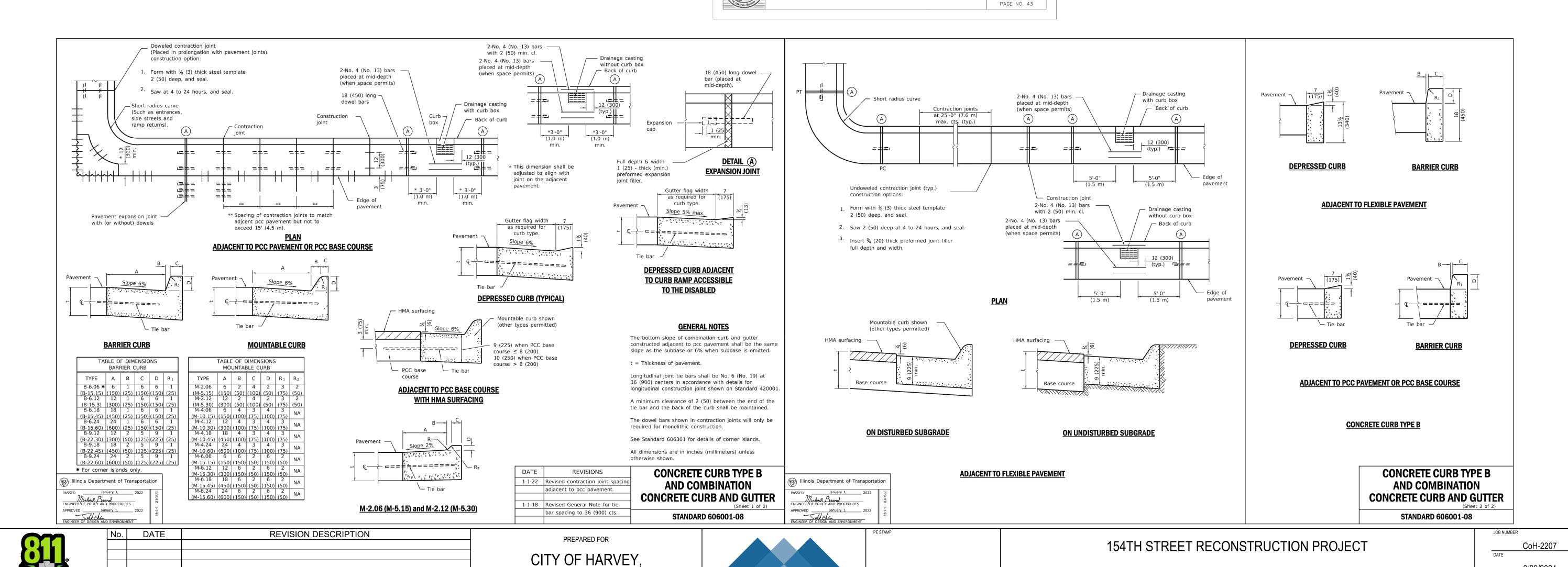


**CONSTRUCTION DETAILS 01** 

CITY OF HARVEY, COOK COUNTY, ILLINOIS

3/29/2024

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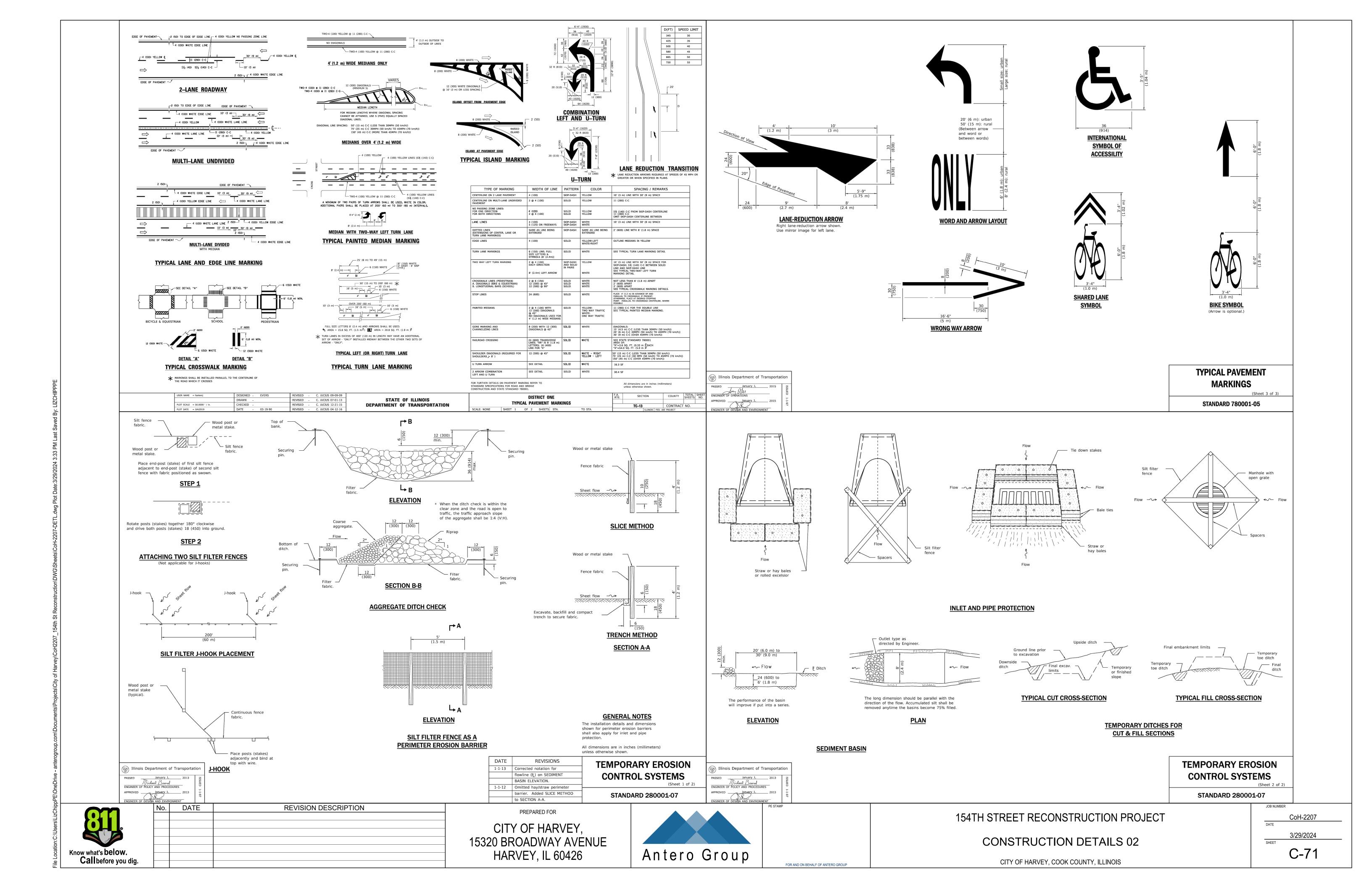


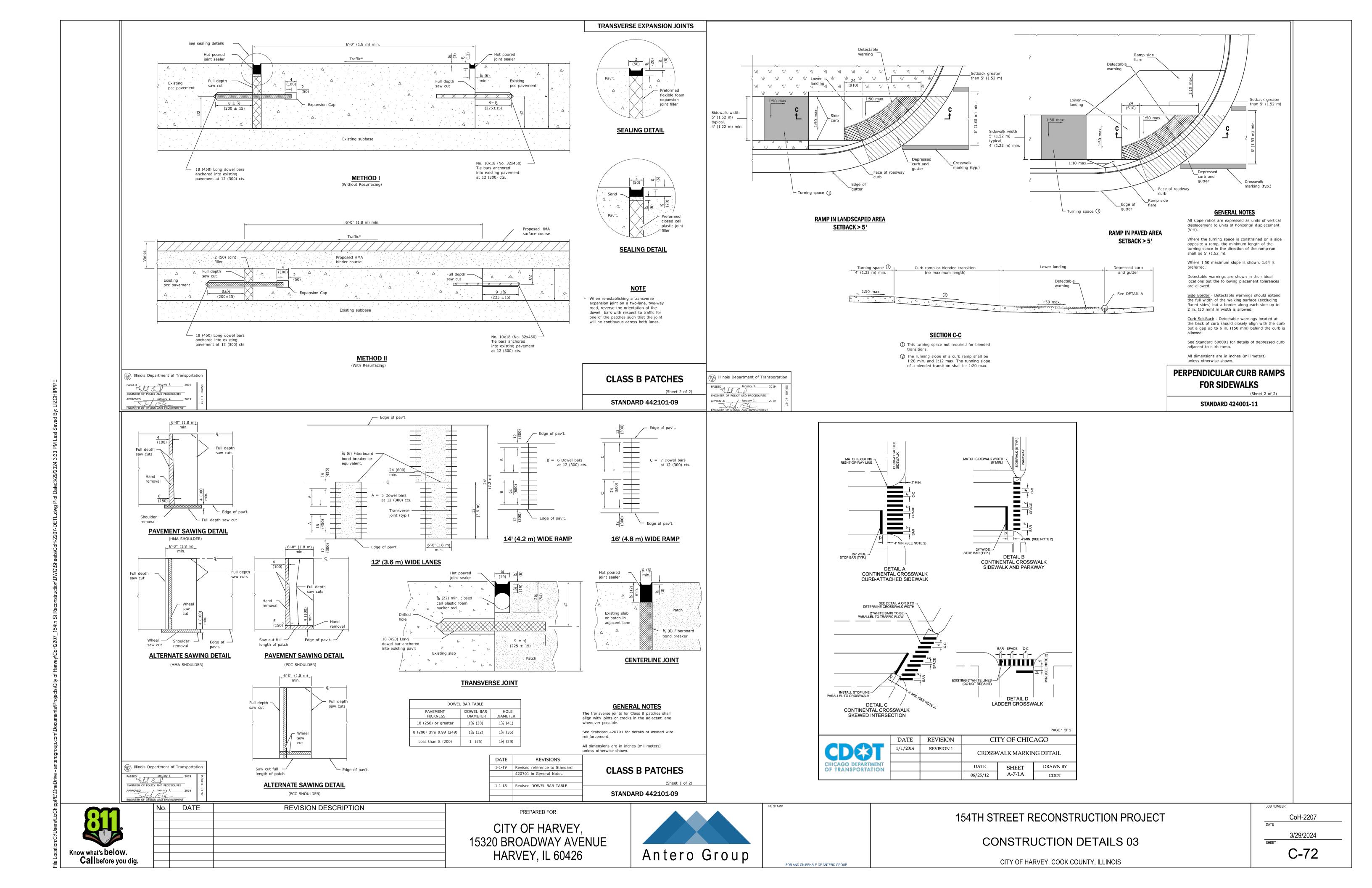
Antero Group

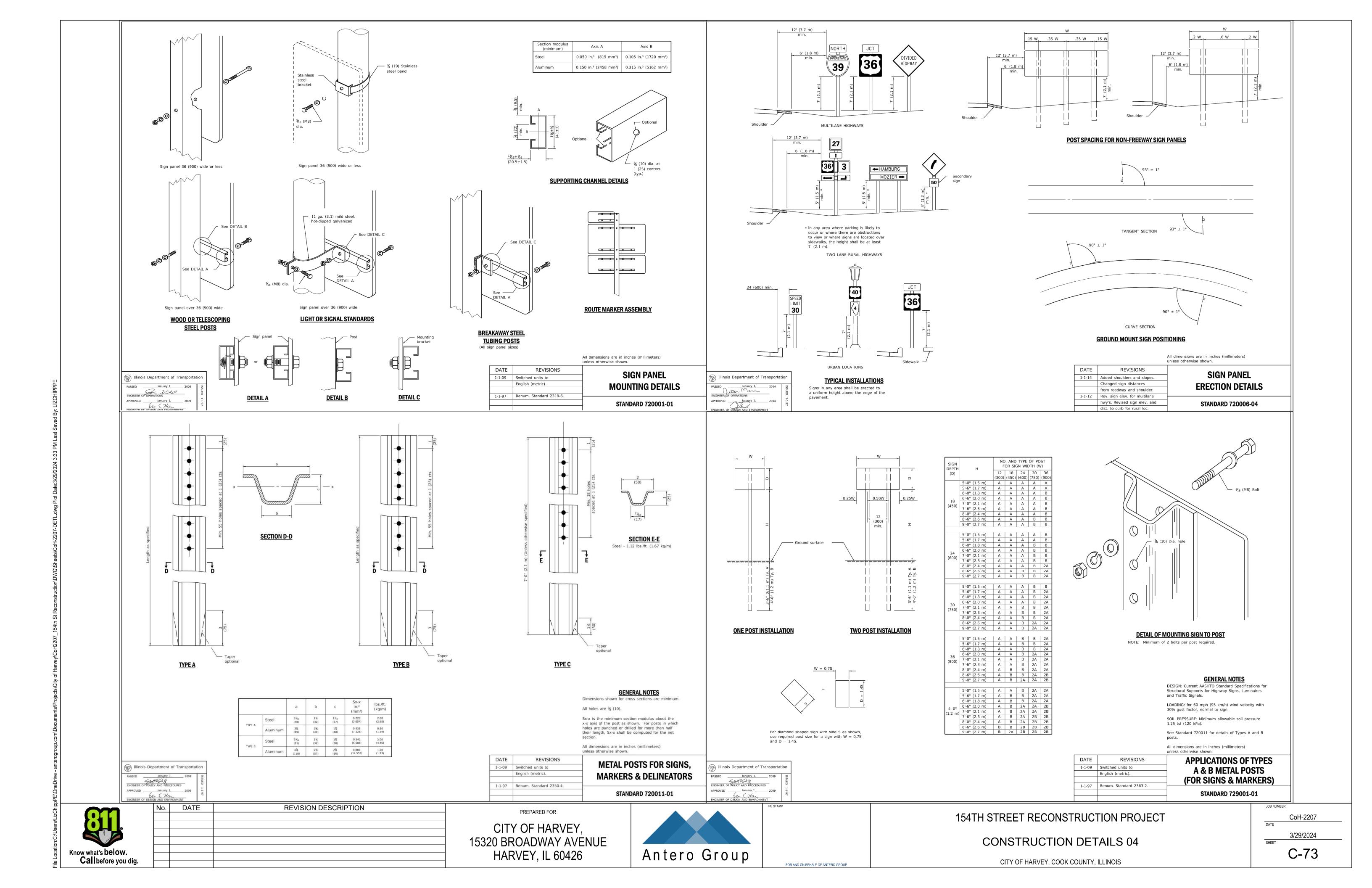
FOR AND ON BEHALF OF ANTERO GROUP

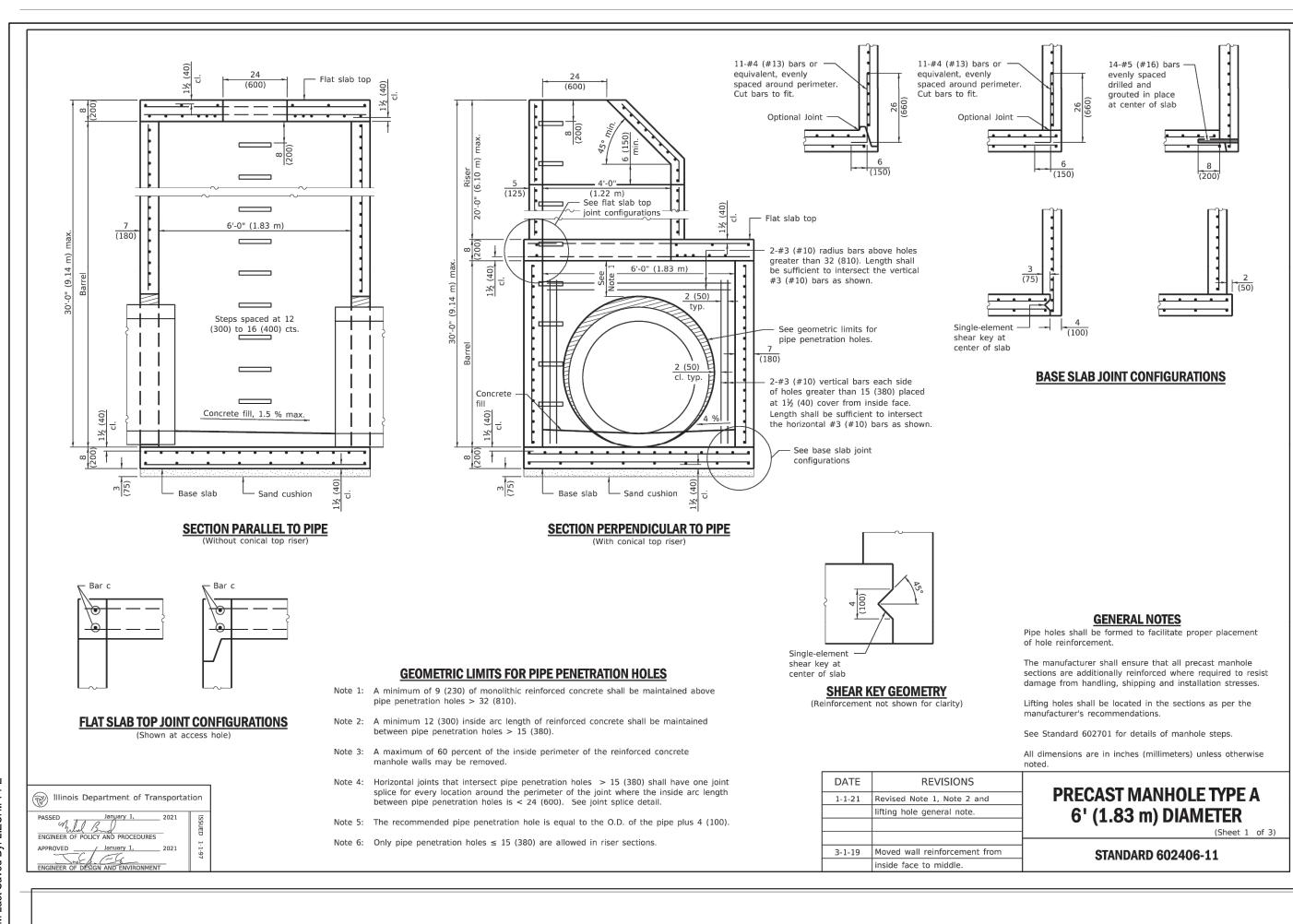
15320 BROADWAY AVENUE

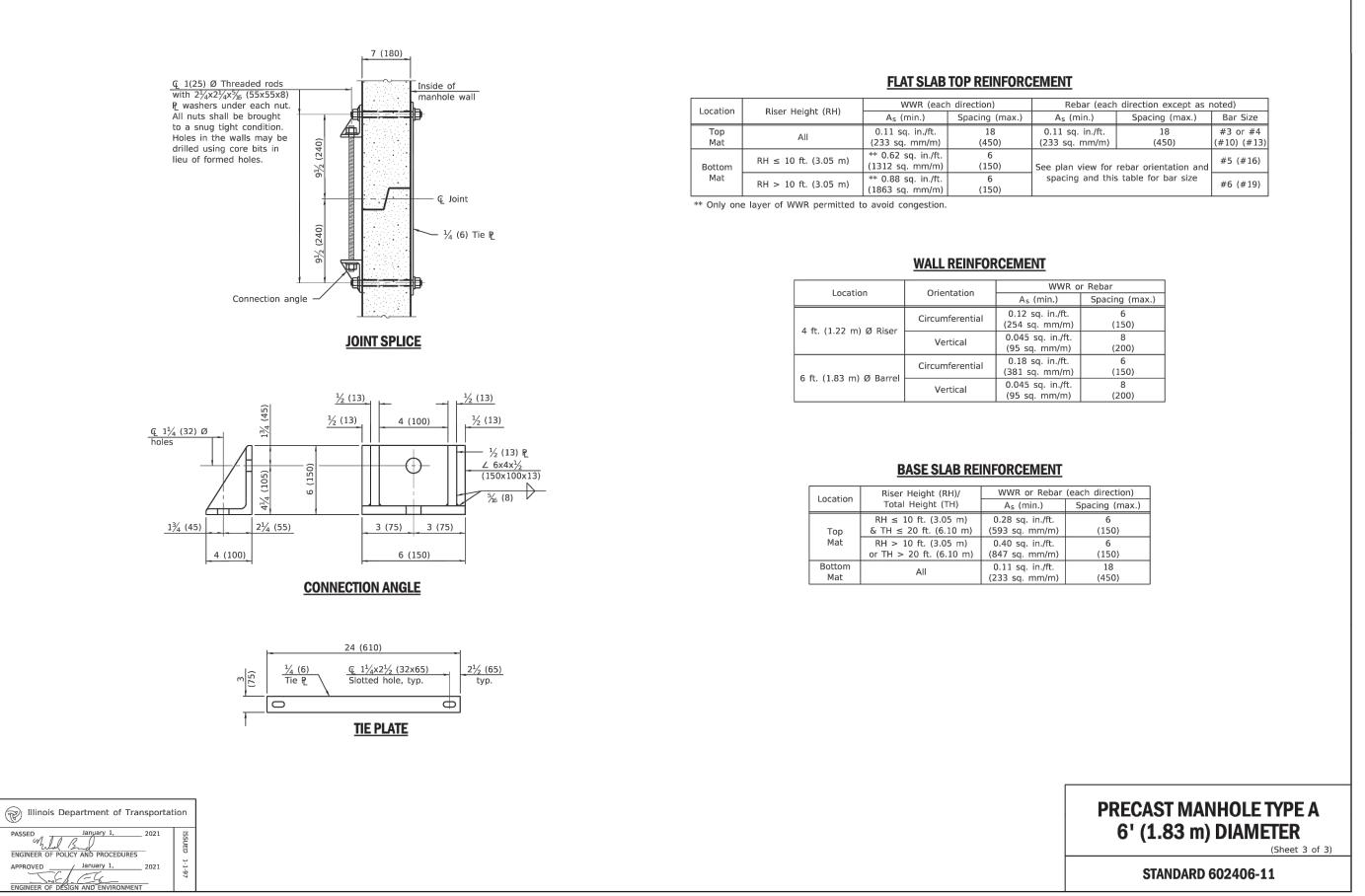
HARVEY, IL 60426

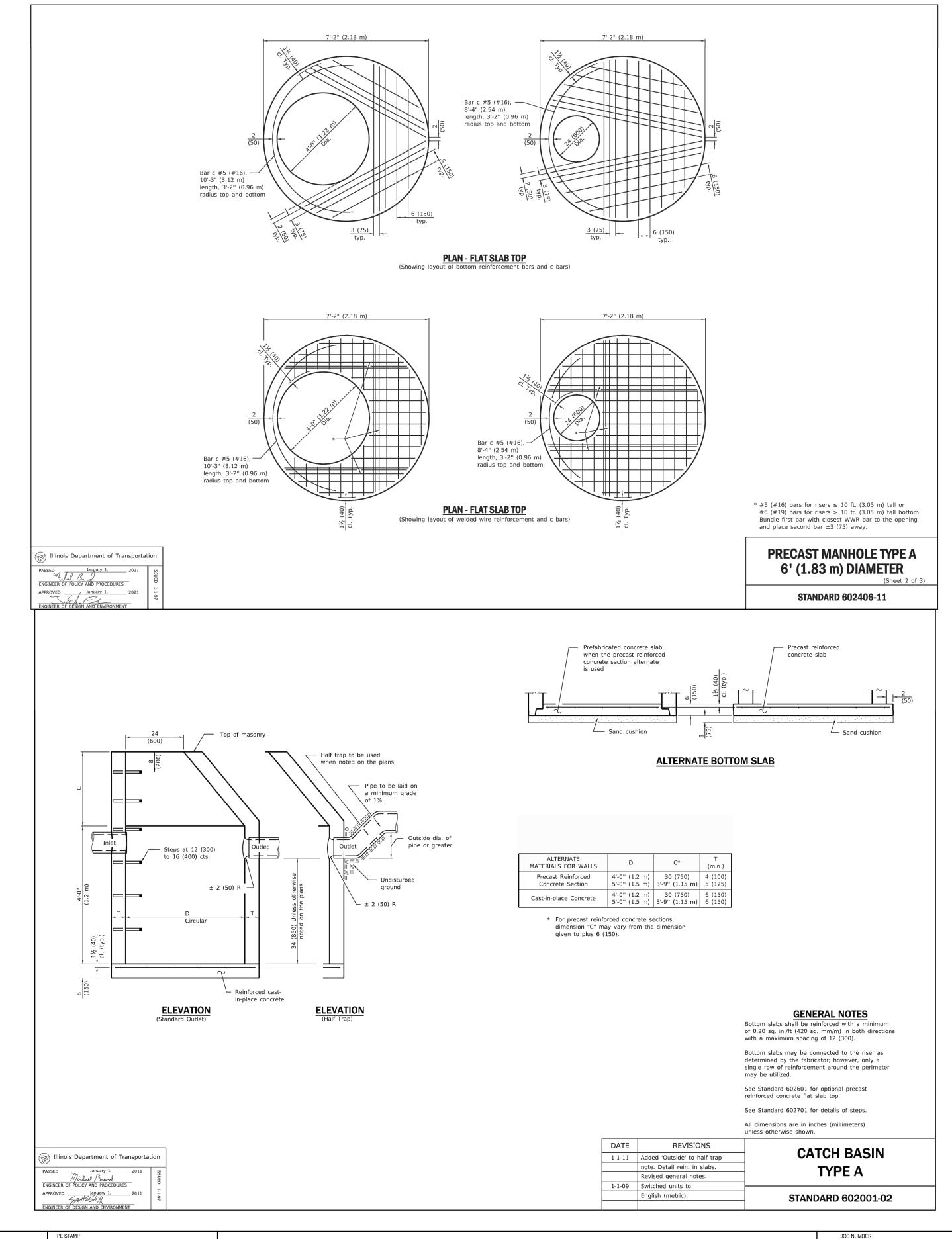














No. DATE REVISION DESCRIPTION

CITY OF HARVEY, 15320 BROADWAY AVENUE HARVEY, IL 60426

PREPARED FOR





154TH STREET RECONSTRUCTION PROJECT CONSTRUCTION DETAILS 05

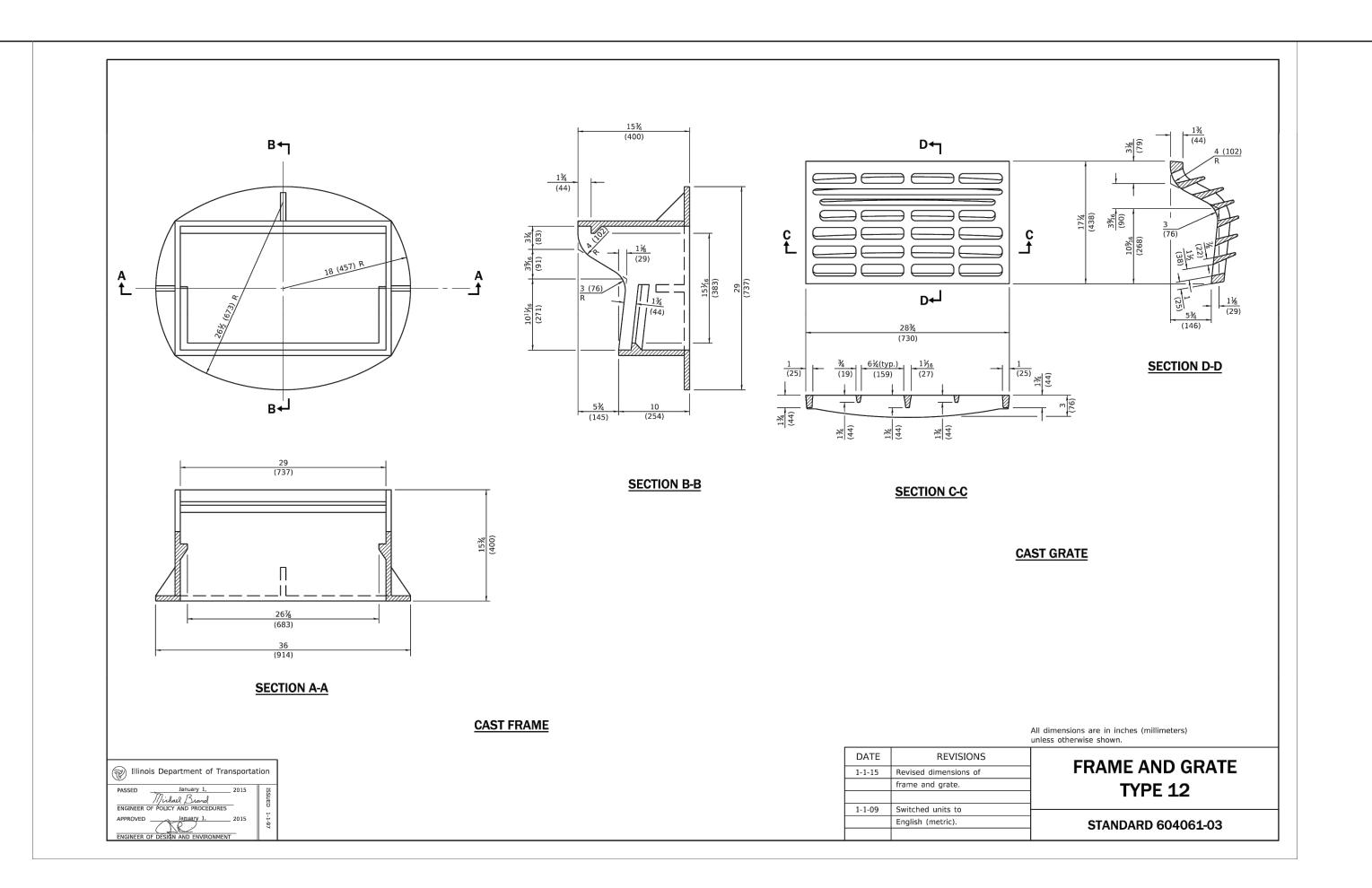
CoH-2207

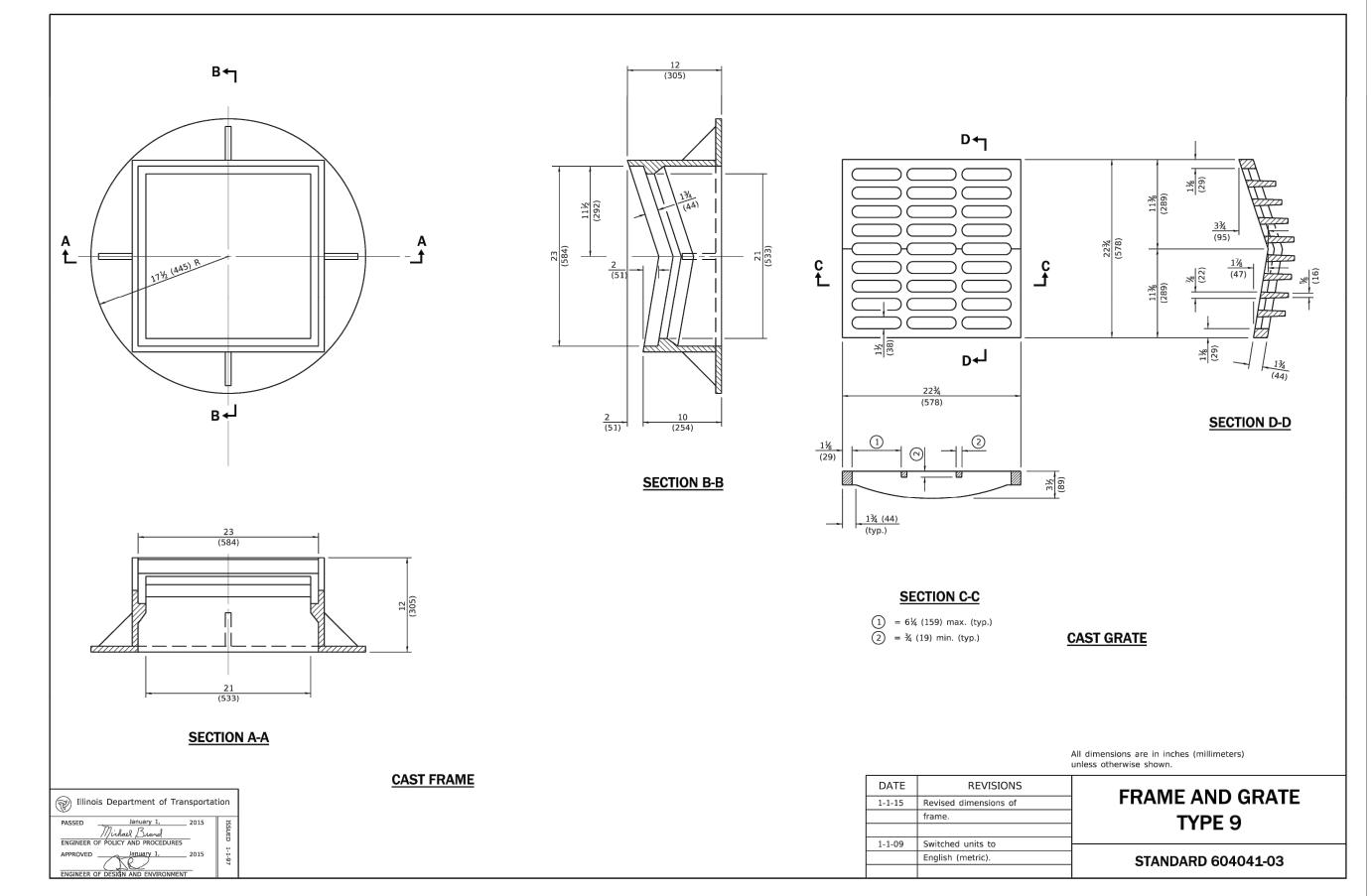
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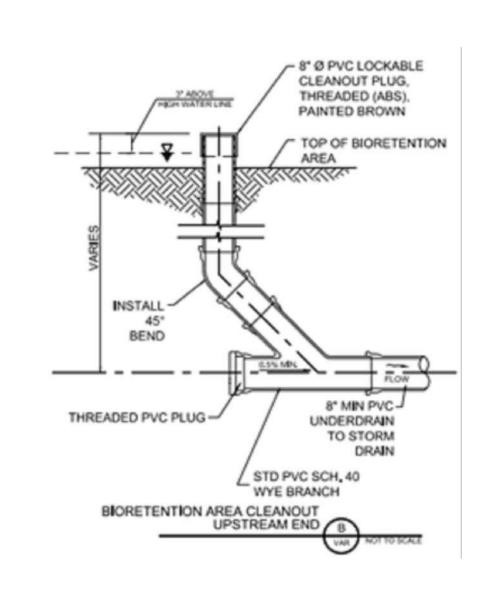
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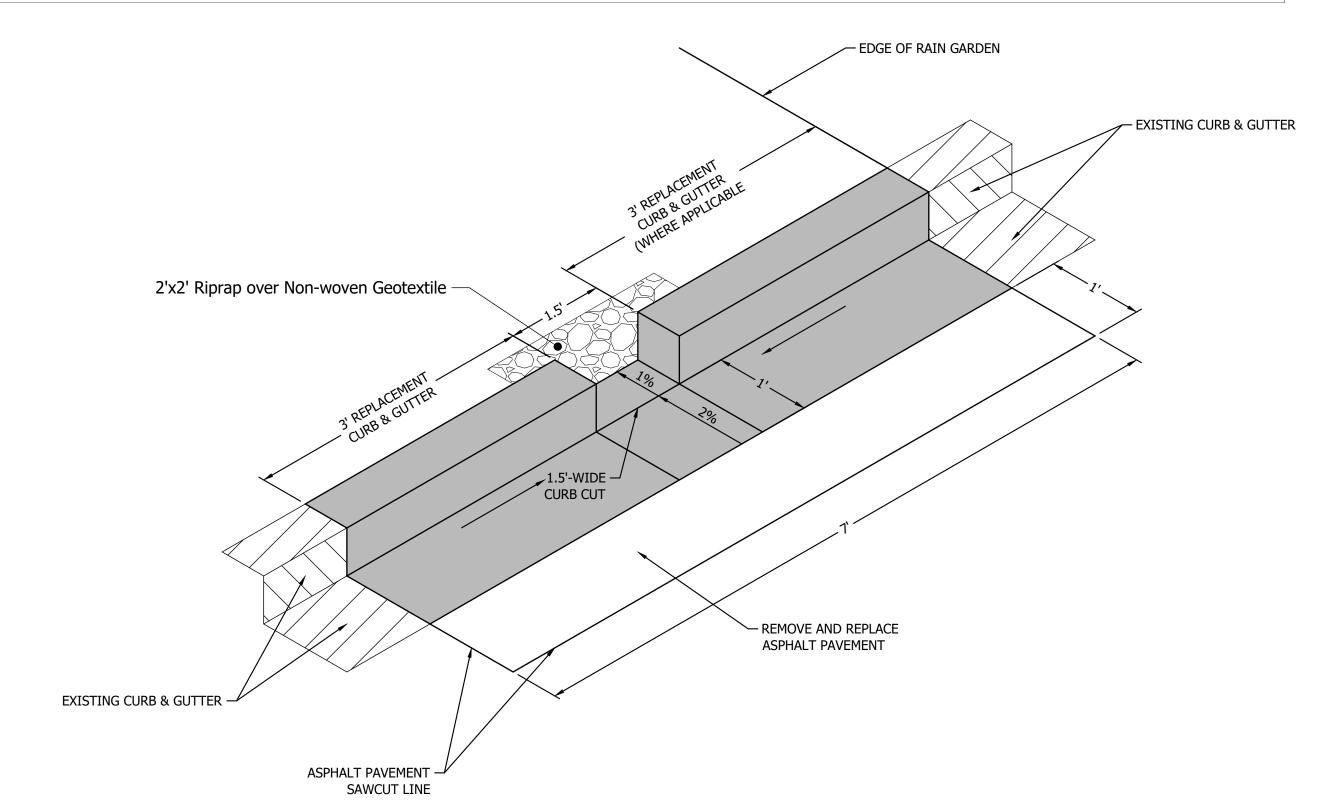
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## **CURB CUT DETAIL**



No. DATE REVISION DESCRIPTION

CITY OF HARVEY, 15320 BROADWAY AVENUE HARVEY, IL 60426



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FOR AND ON BEHALF OF ANTERO GROUP	

154TH STREET RECONSTRUCTION PROJECT CONSTRUCTION DETAILS 06

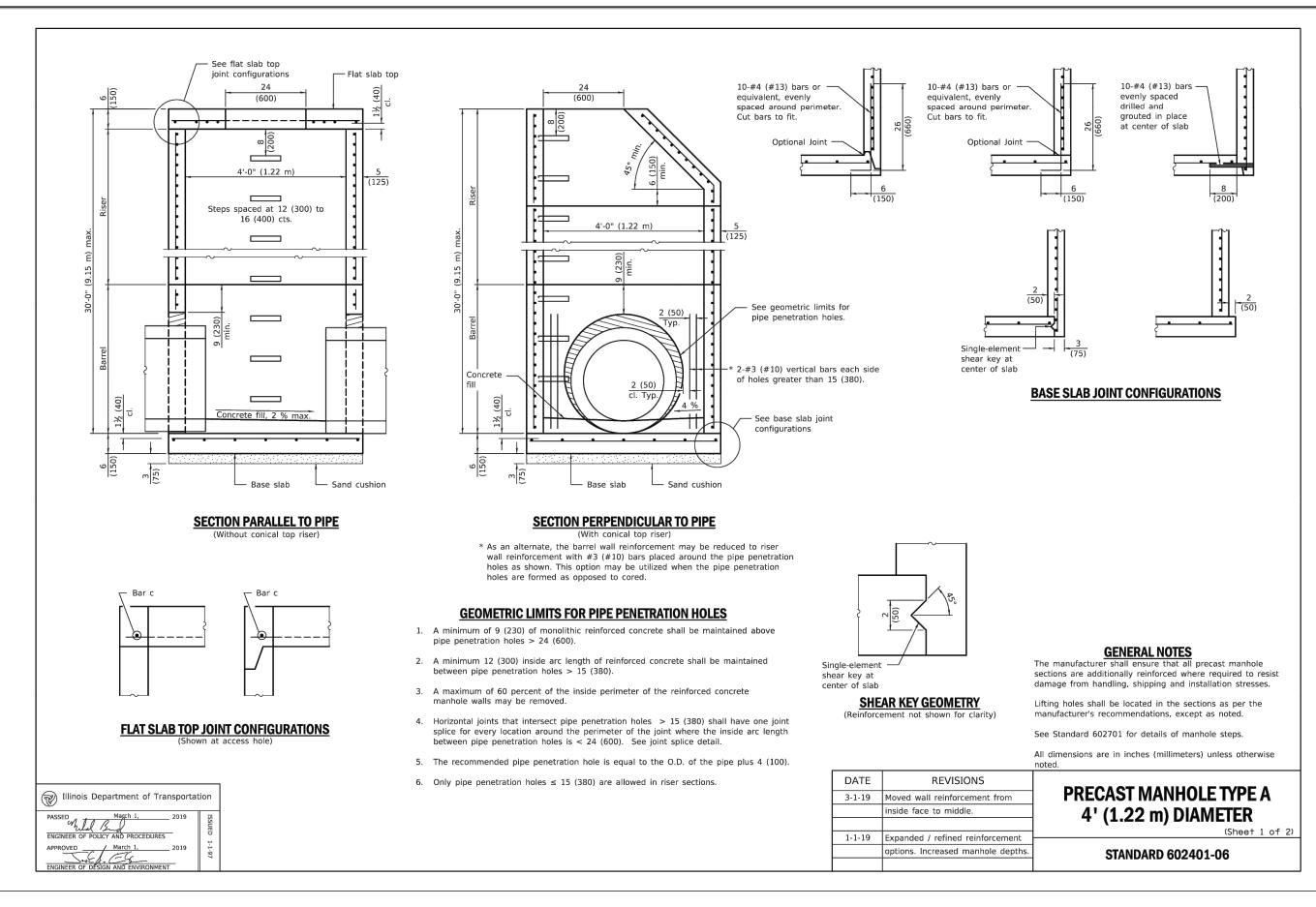
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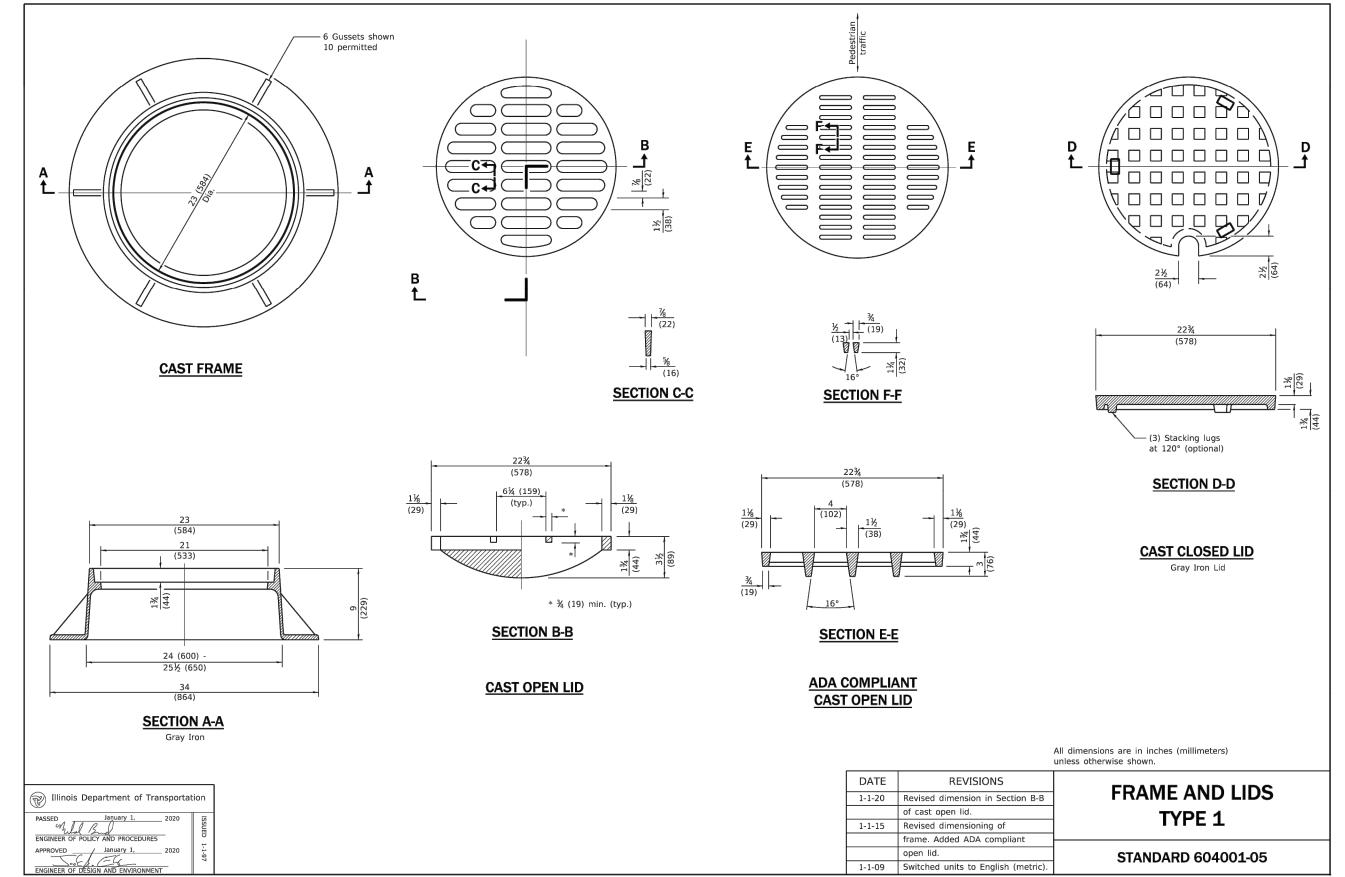
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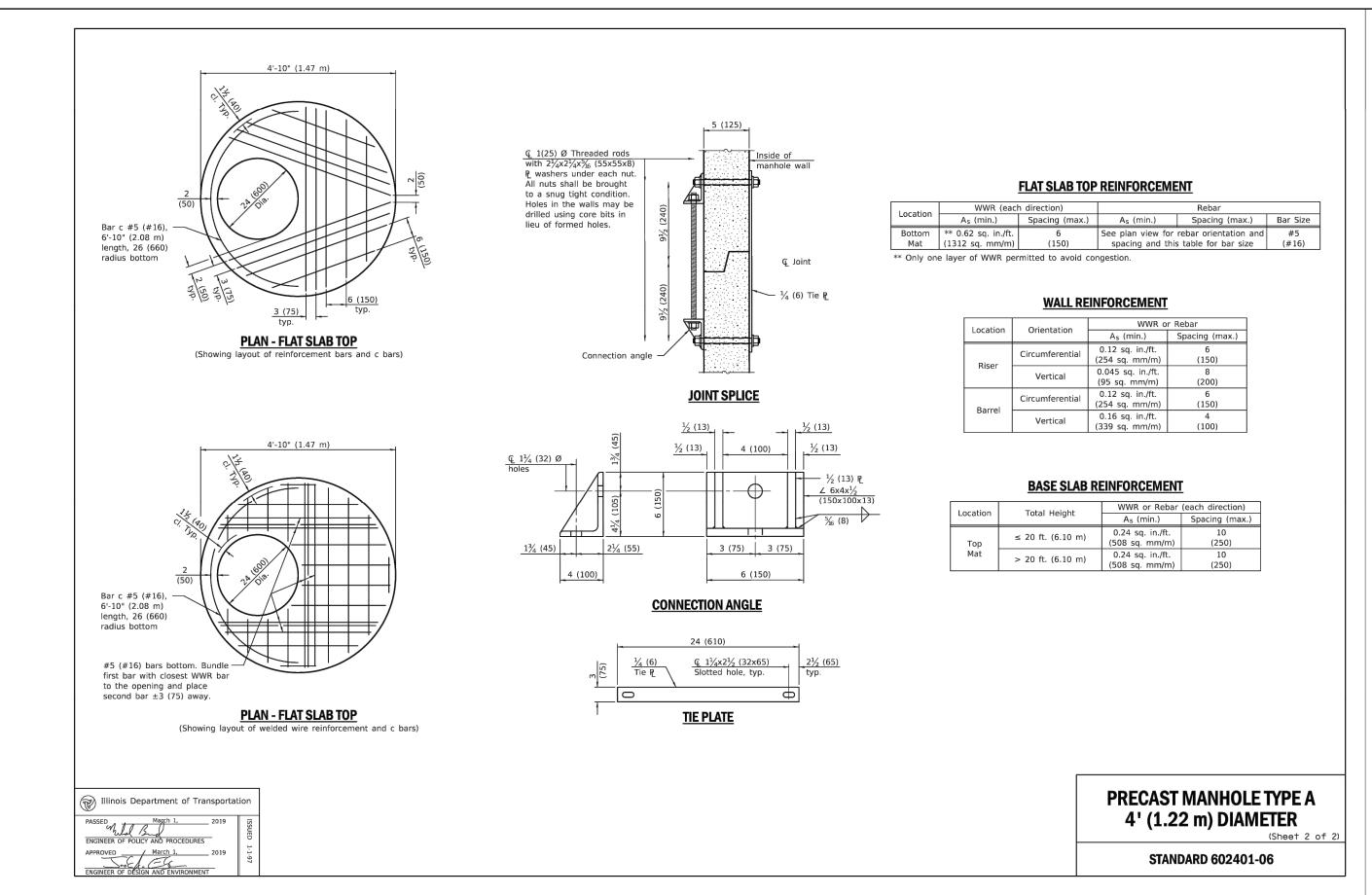
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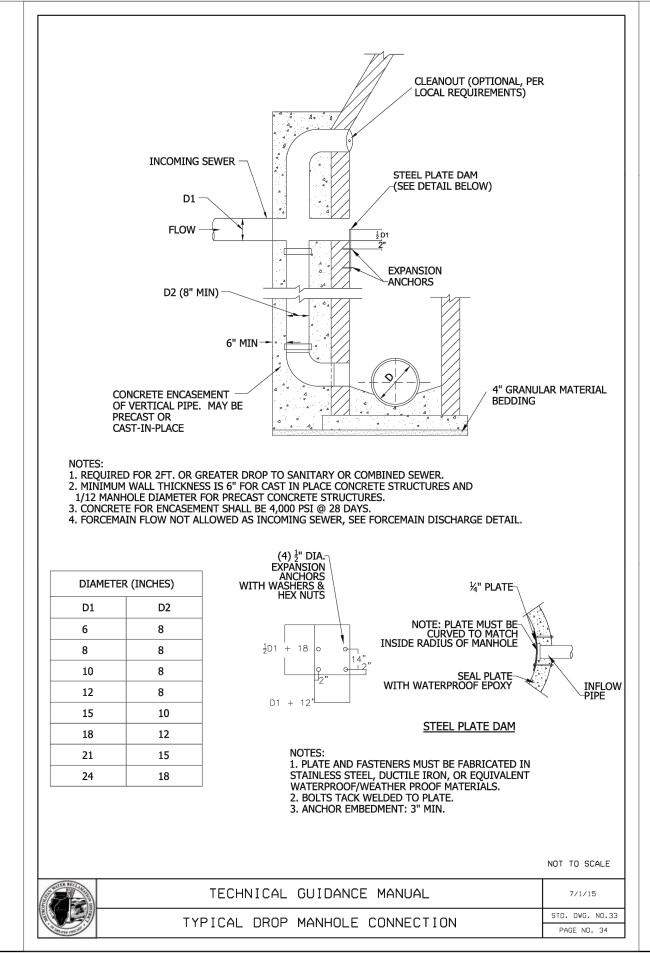
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No. DATE REVISION DESCRIPTION

CITY OF HARVEY, 15320 BROADWAY AVENUE HARVEY, IL 60426

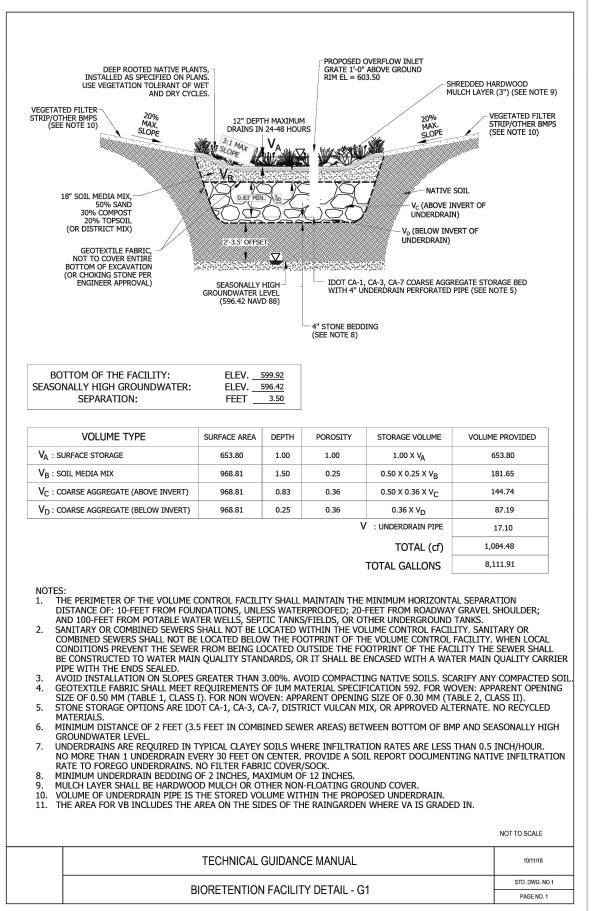
PREPARED FOR

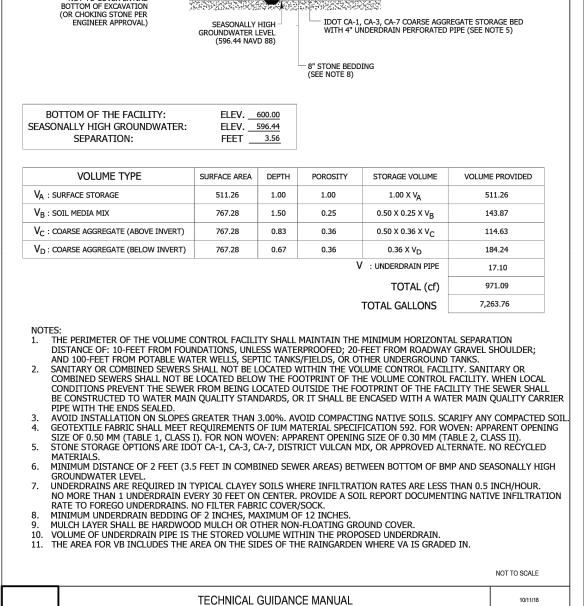




154TH STREET RECONSTRUCTION PROJECT **CONSTRUCTION DETAILS 07** 

CoH-2207 C-76





BIORETENTION FACILITY DETAIL - G2

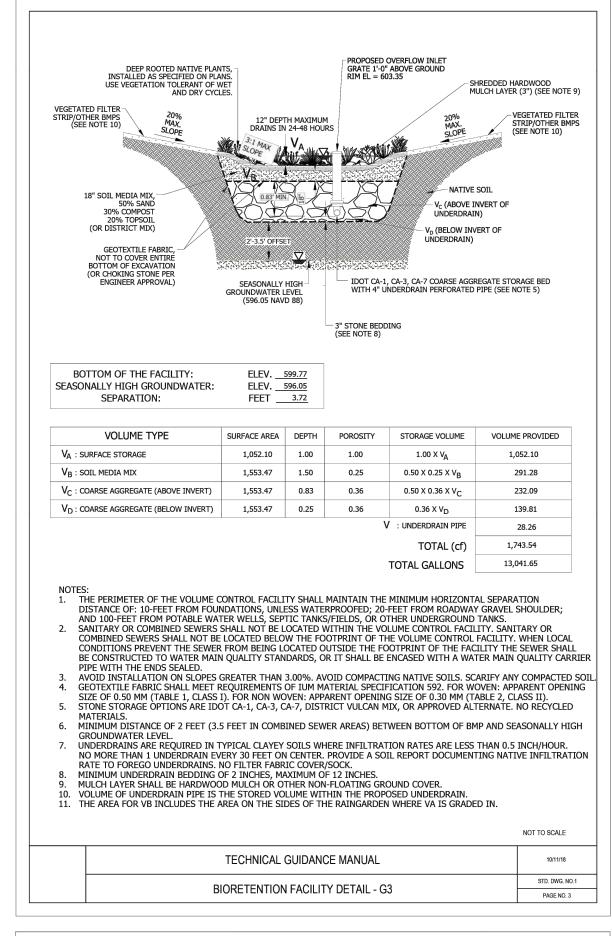
GRATE 1'-0" ABOVE GROUND RIM EL = 604.00

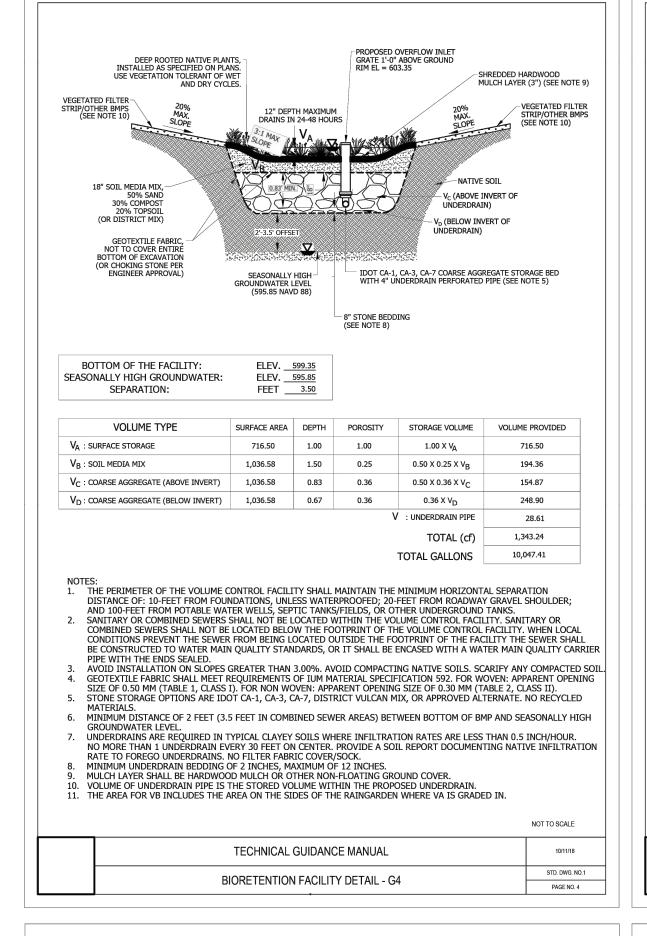
- SHREDDED HARDWOOD MULCH LAYER (3") (SEE NOTE 9)

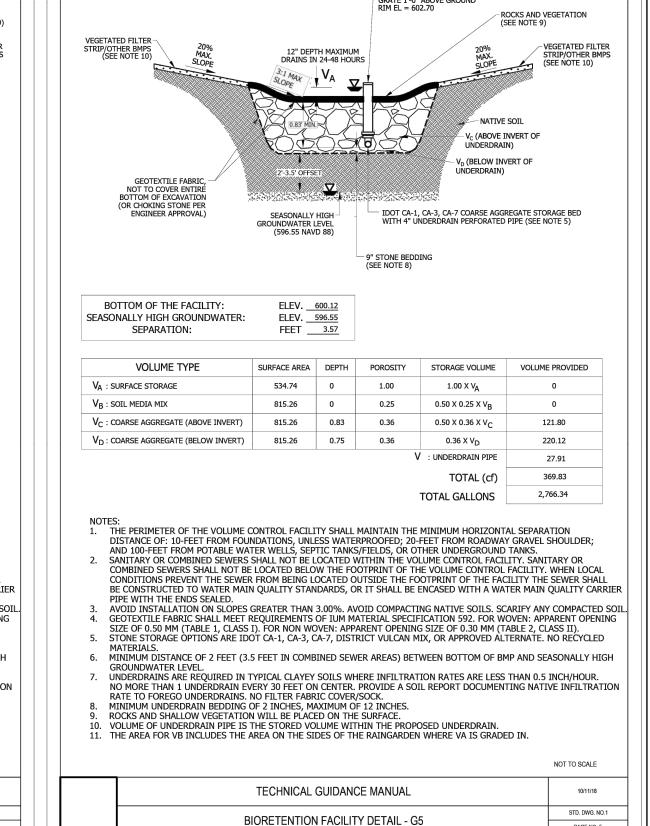
STD. DWG. NO.1

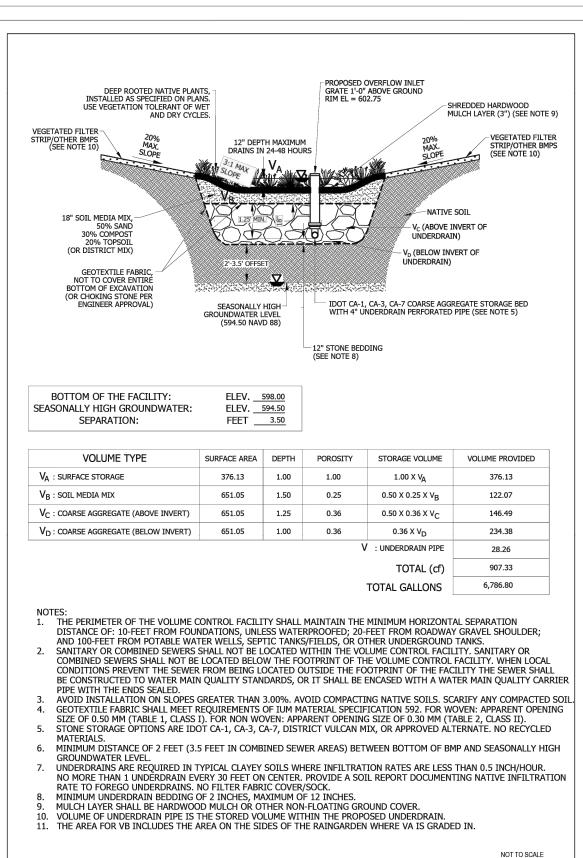
- NATIVE SOIL

V<sub>5</sub> (BELOW INVERT OF



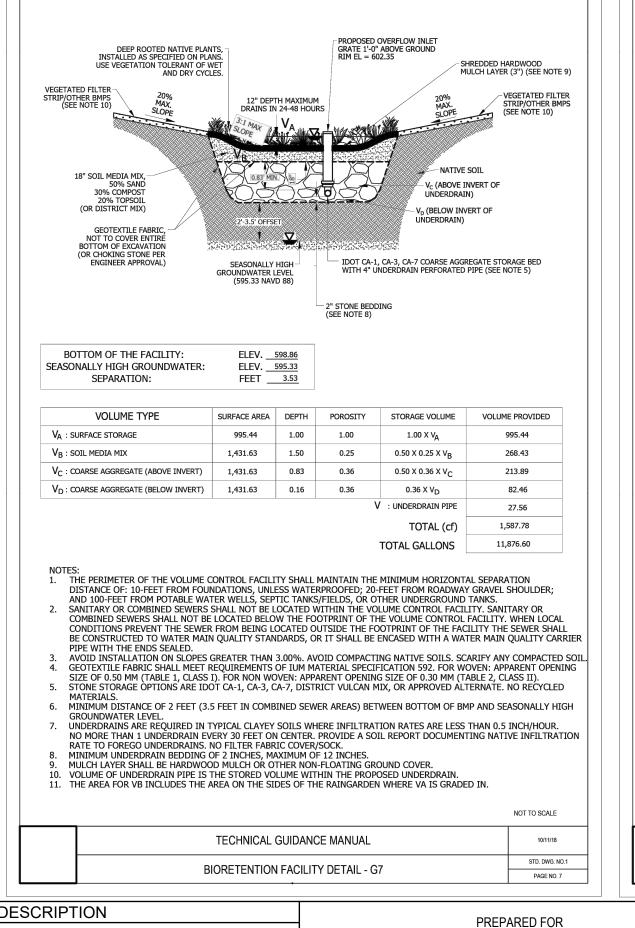


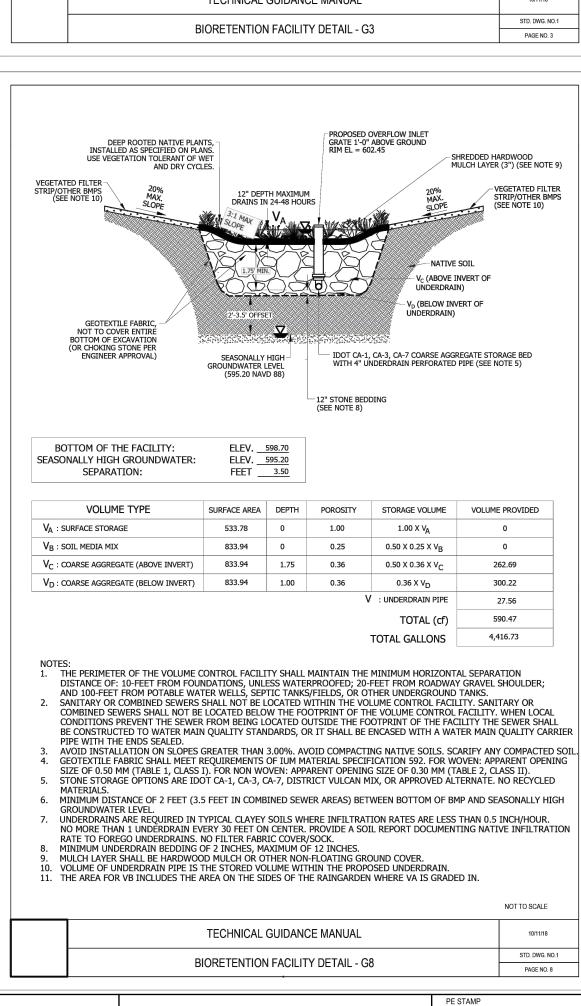


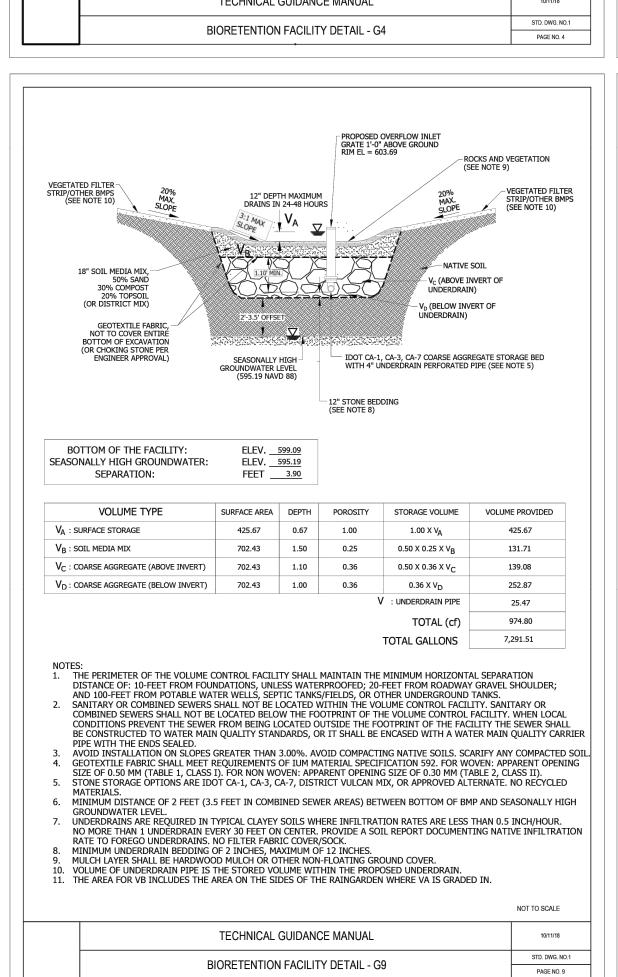


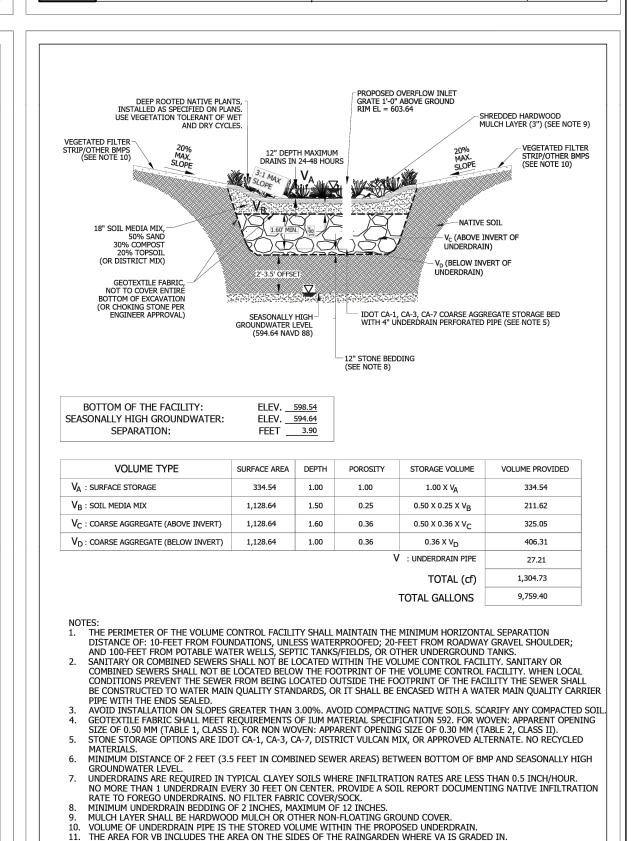
TECHNICAL GUIDANCE MANUAL

**BIORETENTION FACILITY DETAIL - G6** 









NOT TO SCALE TECHNICAL GUIDANCE MANUAL 10/11/18 STD. DWG. NO.1 **BIORETENTION FACILITY DETAIL - G10** PAGE NO. 10



No. DATE REVISION DESCRIPTION

10/11/18

STD. DWG. NO.

CITY OF HARVEY, 15320 BROADWAY AVENUE HARVEY, IL 60426



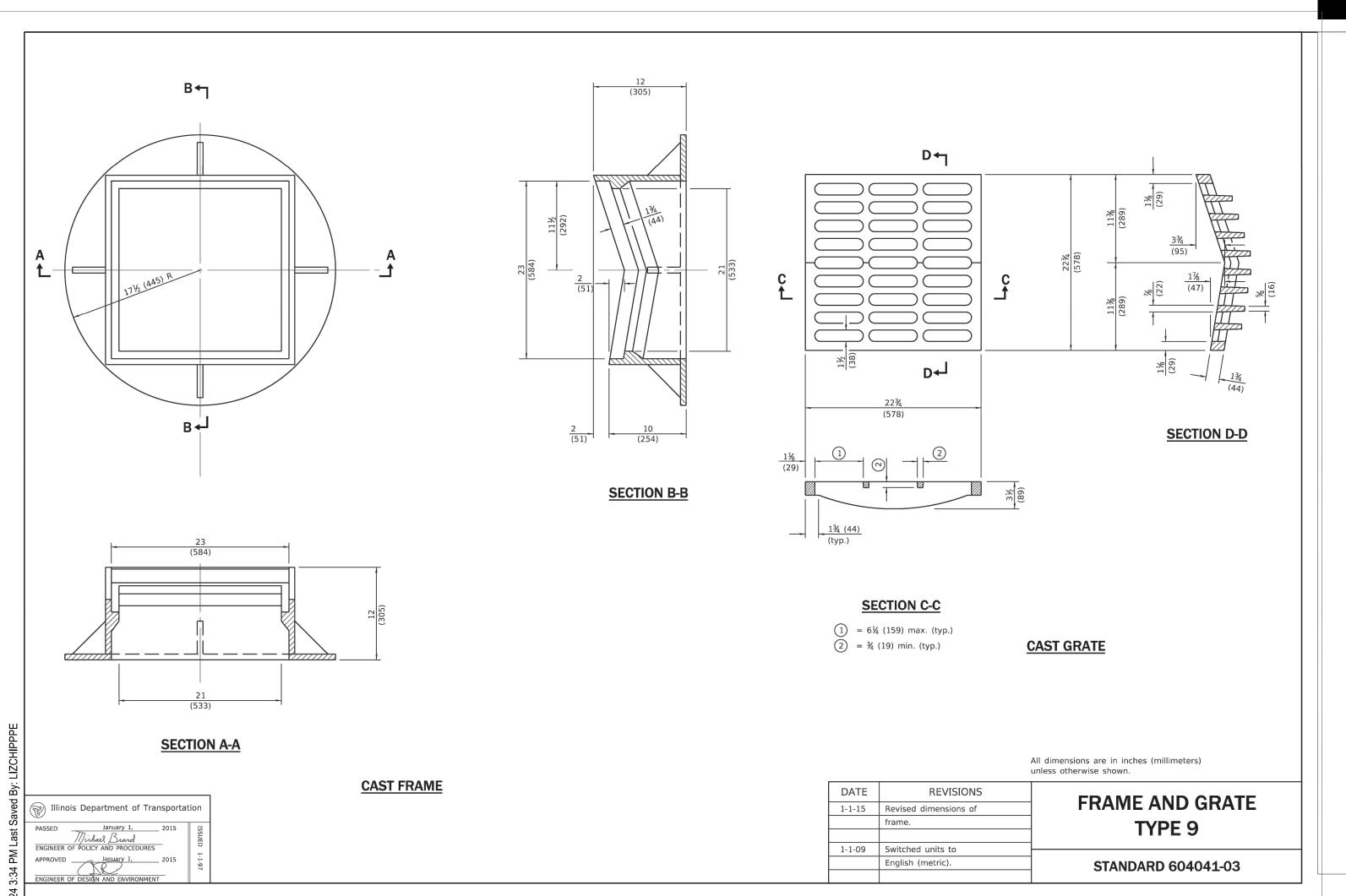
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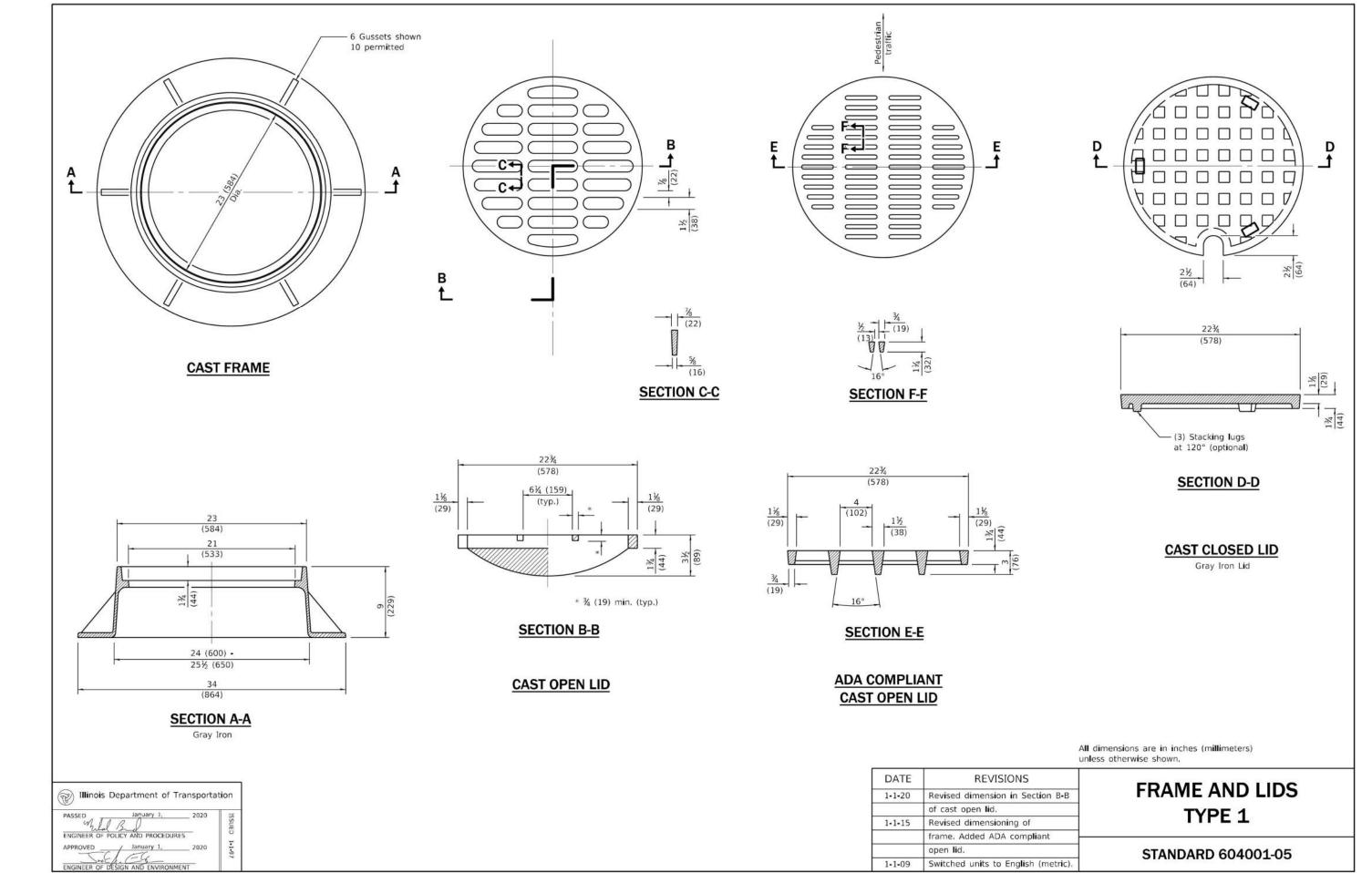
CoH-2207

JOB NUMBER

CITY OF HARVEY, COOK COUNTY, ILLINOIS

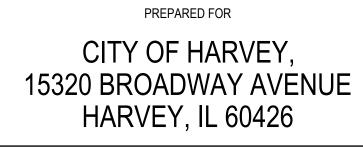
PAGE NO. 5







No. DATE REVISION DESCRIPTION





FOR AND ON BEHALF OF ANTERO GROUP

154TH STREET RECONSTRUCTION PROJECT CONSTRUCTION DETAILS 09

CITY OF HARVEY, COOK COUNTY, ILLINOIS

TOB NUMBER

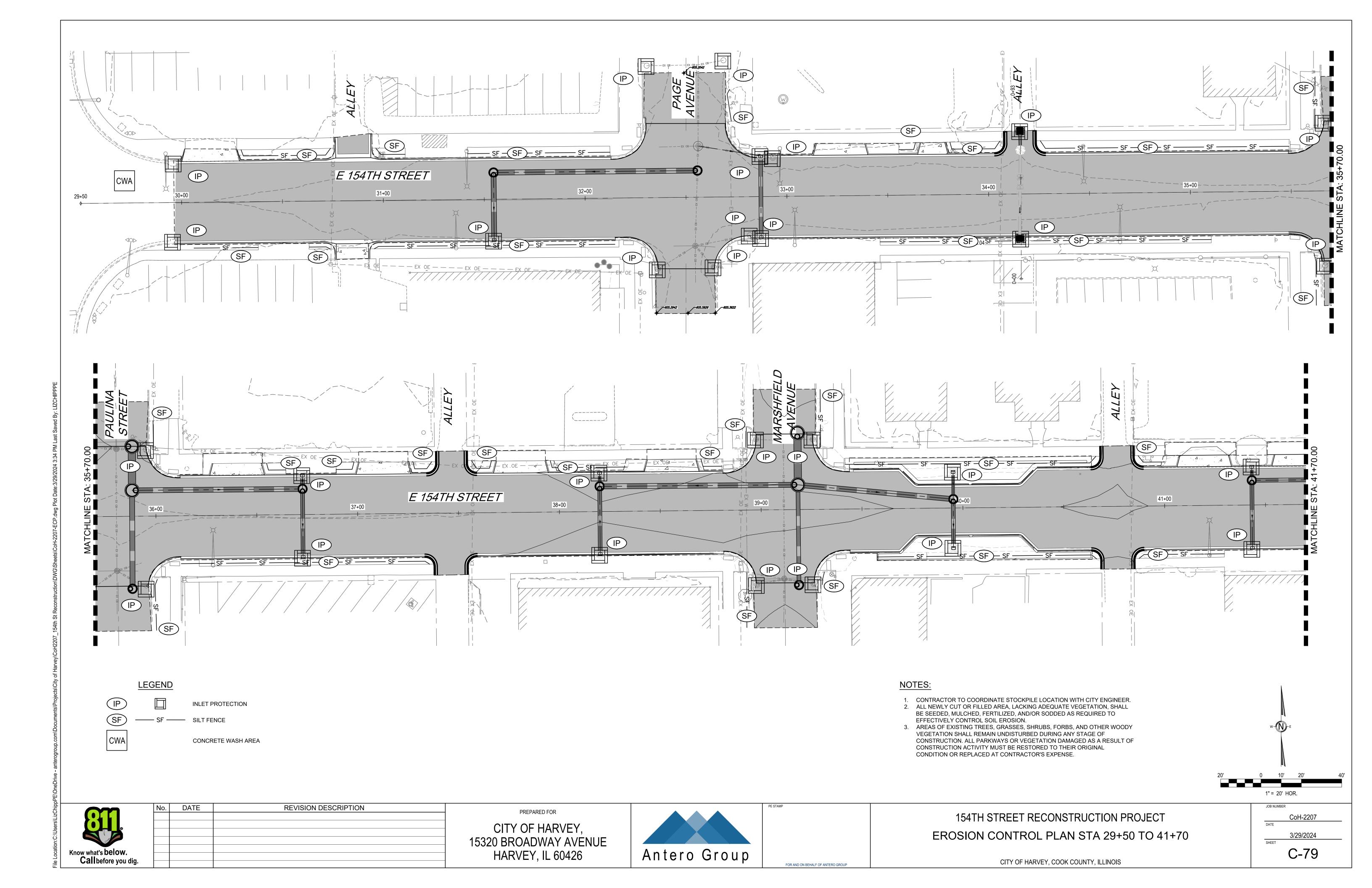
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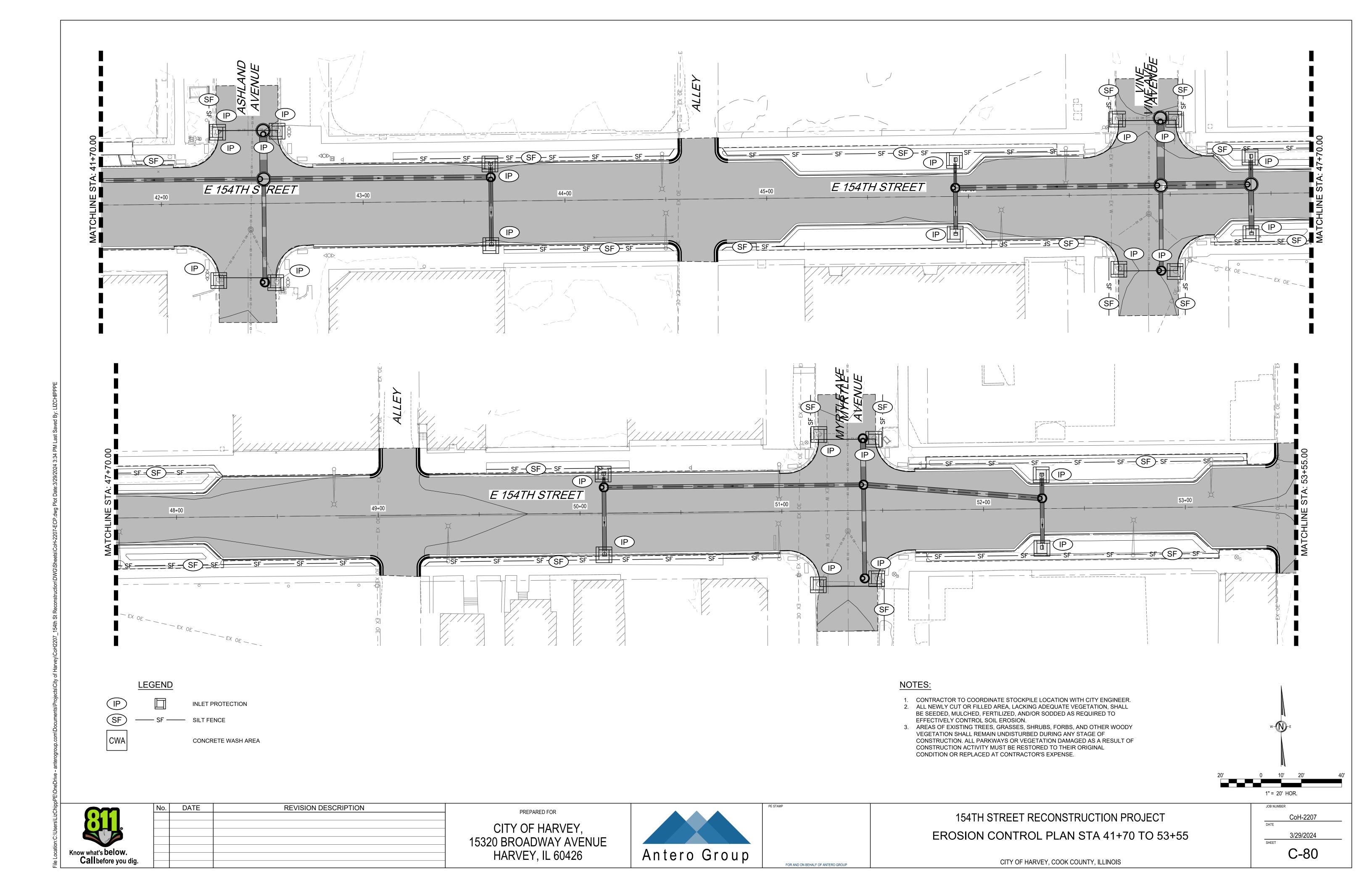
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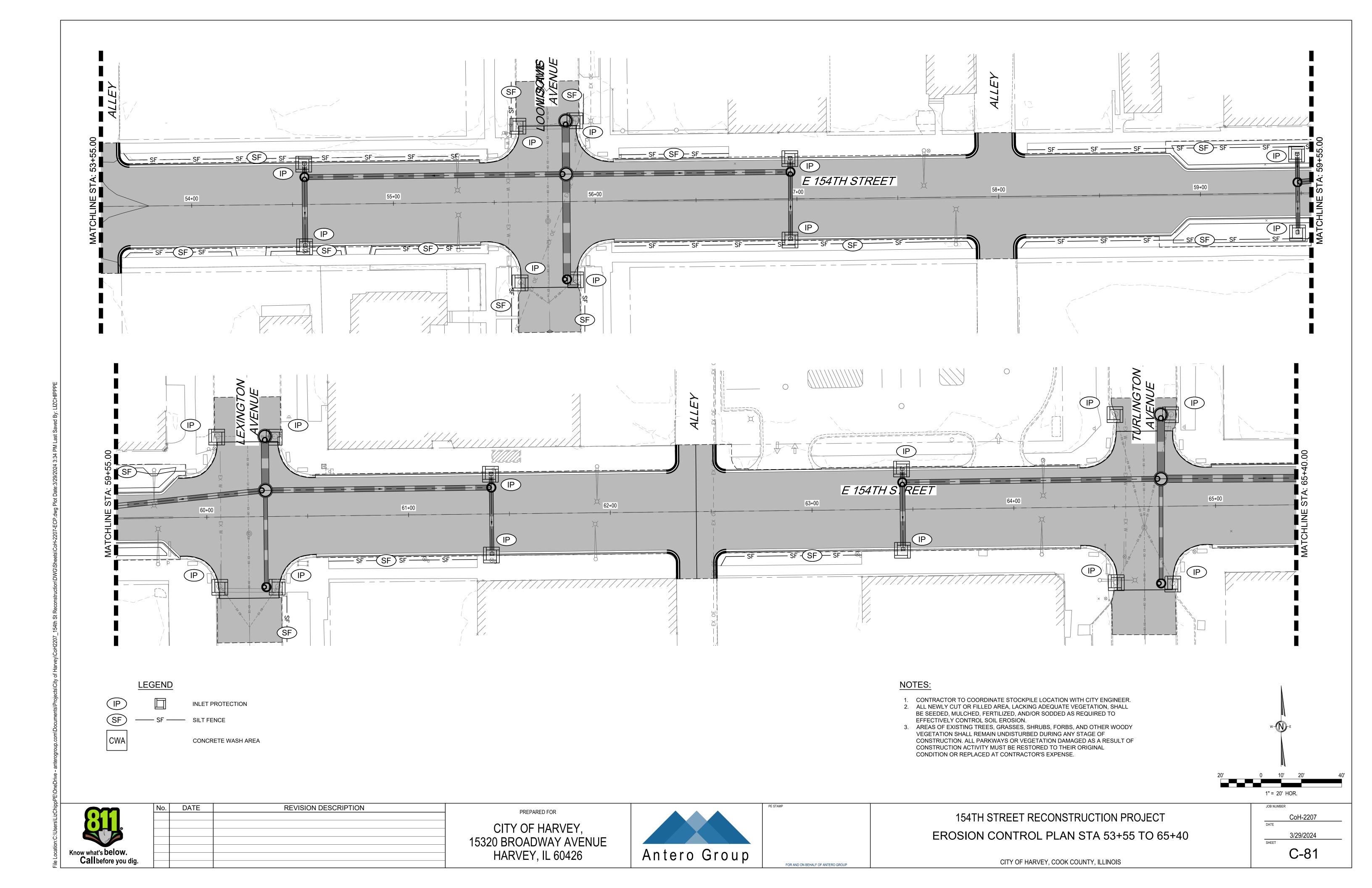
3/29/2024

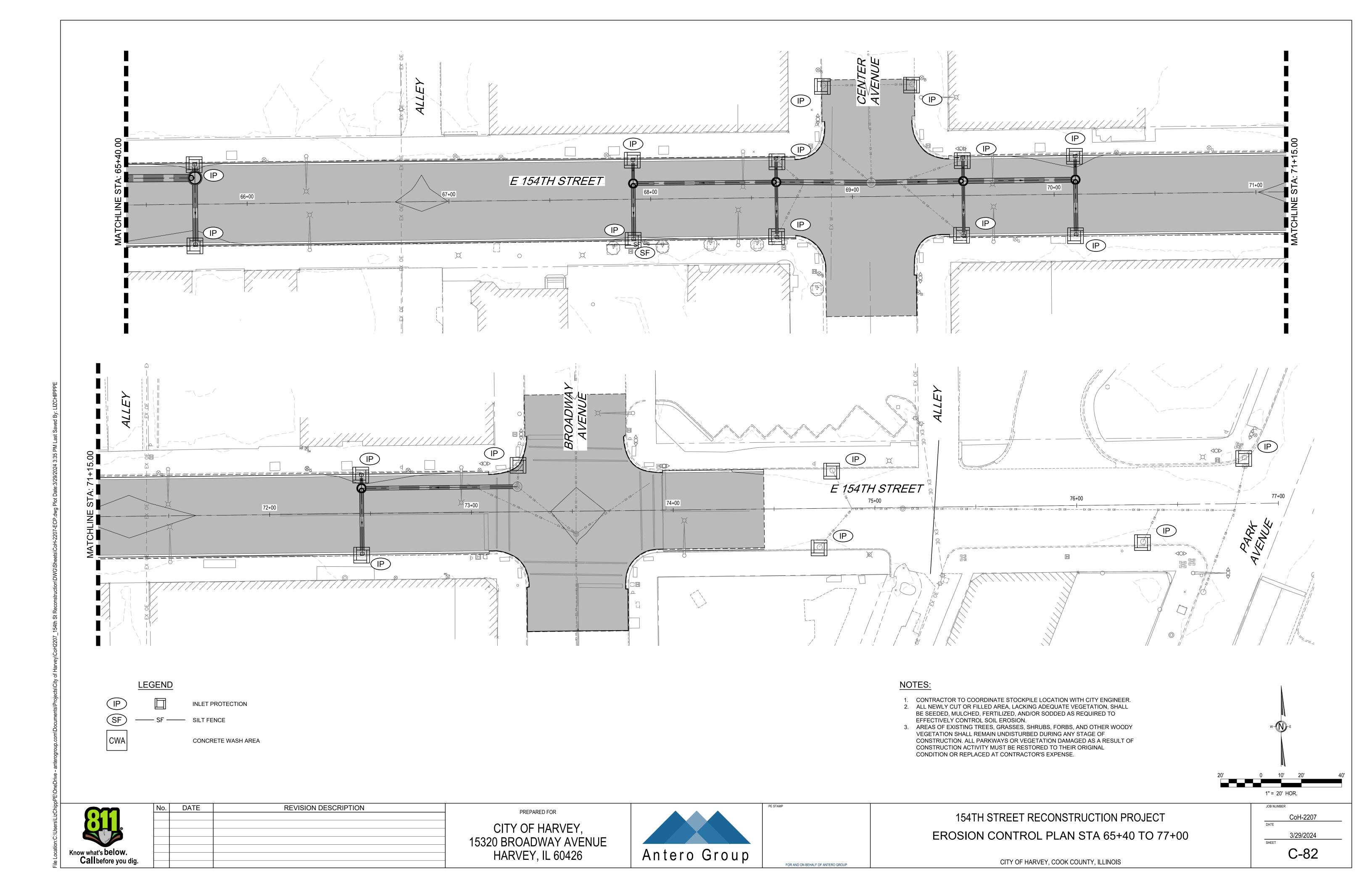
SHEET

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## **APPENDIX D**

(Bid Form)



Item no.	Description	Unit	Unit Price	Quantity	Total			
GENERAL	Description	Joine	Omerrice	Quantity	Total			
1	MOBILIZATION	L SUM		1				
	TRAFFIC MAINTENIANICE							
2	TRAFFIC MAINTENANCE	L SUM		1				
	General Subtotal:							
DEMOLITI	DEMOLITION							
3	CURB & GUTTER REMOVAL	LF		6503				
4	SAWCUT PAVEMENT	LF		1810				
4	JAWCOT FAVEIVIENT	LI		1810				
5	CONCRETE REMOVAL	SQ YD		191				
6	SOIL REMOVAL	CU YD		1049				
7	  FULL-DEPTH PAVEMENT REMOVAL	SQ YD		23124				
,	REMOVING MANHOLES/CATCH	30 15		23124				
8	BASINS	EACH		26				
_								
9	REMOVE EXISTING LIGHT POLES	EACH		39				
10	COMBINED SEWER REMOVAL	LF		204				
			Demolition	Subtotal:				
NEW CON	STRUCTION							
Roadwa								
	HOT-MIX ASPHALT SURFACE COURSE,							
11	1.5", N50	TON		1844				
	HOT-MIX ASPHALT BINDER COURSE,							
12	2.5" N50 12" AGGREGATE BASE COURSE, IDOT	TON		3073				
13	CA-6, WASHED AND FREE OF FINES	TON		11064				
	BITUMINOUS MATERIALS (TACK	1011		11004				
14	COAT)	GAL		3319				
	BITUMINOUS MATERIALS (PRIME							
15	COAT)	GAL		8852				
16	B-6.12 CURB & GUTTER (INCL. DEPRESSED)	LF		7656				
10	PORTLAND CEMENT CONCRETE	LF		7030				
17	DRIVEWAY PAVEMENT, 8 INCH	SQ YD		152				
	THERMOPLASTIC PAVEMENT							
18	MARKING - LETTERS AND SYMBOLS	SQ FT		360				

THERMOPLASTIC PAVEMENT					
MARKING - LINE 4"	LF		9340		
THERMOPLASTIC PAVEMENT					
MARKING - LINE 12"	LF		2562		
THERMOPLASTIC PAVEMENT					
MARKING - LINE 24"	LF		475		
MATAL DOCT. TVDF A	гоот		F00		
INIETAL POST - TYPE A	FUUT		588		
SIGN PANEL - TYPE 1	SQ FT		2591		
		Roadway	Subtotal		
		Rodaway	oubtotai.		
l .	EACH		12		
	EACH		43		
1	FACH		28		
•	LACIT		20		
l .	FACH		17		
DROP MANHOLE	EACH		1		
STORM SEWER, 8" PVC PIPE	LF		35		
CTODM CENNEDS CLASS A TYPE 1 12"	1.5		160		
STORIVI SEWERS, CLASS A, TYPE 1, 12	LF		100		
STORM SEWERS, CLASS A, TYPE 1, 18"	LF		1200		
CTODM CENNEDS CLASS A TYPE 1 24"	1.5		1620		
STORIVI SEWERS, CLASS A, TYPE 1, 24	Lľ		1020		
STORM SEWERS, CLASS A, TYPE 1, 36"	LF		30		
Drainage Subtotal:					
	MARKING - LINE 4" THERMOPLASTIC PAVEMENT MARKING - LINE 12" THERMOPLASTIC PAVEMENT MARKING - LINE 24"  METAL POST - TYPE A  SIGN PANEL - TYPE 1   CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 12 FRAME AND GRATE MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID  DROP MANHOLE  STORM SEWERS, CLASS A, TYPE 1, 12"  STORM SEWERS, CLASS A, TYPE 1, 18"  STORM SEWERS, CLASS A, TYPE 1, 24"	MARKING - LINE 4"  THERMOPLASTIC PAVEMENT MARKING - LINE 12"  THERMOPLASTIC PAVEMENT MARKING - LINE 24"  LF  METAL POST - TYPE A  FOOT  SIGN PANEL - TYPE 1  CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 12 FRAME AND GRATE  MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID  MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID  EACH  DROP MANHOLE  EACH	MARKING - LINE 4" THERMOPLASTIC PAVEMENT MARKING - LINE 12" THERMOPLASTIC PAVEMENT MARKING - LINE 24"  METAL POST - TYPE A  SIGN PANEL - TYPE 1  CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 12 FRAME AND GRATE MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID EACH MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID EACH STORM SEWERS, CLASS A, TYPE 1, 12"  STORM SEWERS, CLASS A, TYPE 1, 12"  STORM SEWERS, CLASS A, TYPE 1, 24"  LF  STORM SEWERS, CLASS A, TYPE 1, 36" LF	MARKING - LINE 4"  THERMOPLASTIC PAVEMENT MARKING - LINE 12"  THERMOPLASTIC PAVEMENT MARKING - LINE 12"  LF  2562  THERMOPLASTIC PAVEMENT MARKING - LINE 24"  LF  475  METAL POST - TYPE A  SQ FT  SS B  SIGN PANEL - TYPE 1  SQ FT  CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 12 FRAME AND GRATE  MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID  MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID  EACH  DROP MANHOLE  STORM SEWERS, CLASS A, TYPE 1, 12"  LF  STORM SEWERS, CLASS A, TYPE 1, 18"  LF  160  STORM SEWERS, CLASS A, TYPE 1, 24"  LF  1620	

Витро	uts						
33	EARTH EXCAVATION AND HAULOFF	CU YD	1	1785			
34	ENGINEERED SOIL	CU YD	2	460			
35	PIPE UNDERDRAINS 4" (SPECIAL)	LF		765			
36	UNDERDRAIN CAPS	EACH		20			
37	UNDERDRAIN CLEANOUT	EACH		10			
38	WOVEN GEOTECHNICAL FABRIC	SQ YD		2350			
39	AGGREGATE BASE COURSE - CA-7	TON		1360			
40	RIPRAP	CU YD	[2	26			
41	River Rock	CU YD	3	38			
42	Granite Boulders	SF	7	738			
43	Butterfly Weed	EACH	Ĩ.	228			
44	Purple Poppy Mallow	EACH	8	84			
45	Side-oats Grama	EACH	2	268			
46	White Tinged Sedge	EACH	5	367			
47	Common Wood Sedge	EACH	3	334			
48	Cool as Ice Fescue	EACH	3	309			
49	Prarie Smoke	EACH		237			
50	Variegated Lilyturf	EACH	3	396			
51	Prairie Petunia	EACH	<u> </u>	167			
52	Aromatic Aster	EACH	(	64			
	Bumpouts Subtotal:						
Erosion	Control						
53	INLET PROTECTION	EACH	S	92			
54	SILT FENCE	LF		4105			
Erosion Control Subtotal:							
Grand Total:							