

PROCUREMENT & CONTRACTING DOCUMENTS

for

2025 LEAD SERVICE LINE REPLACEMENT PROJECT

PROJECT No.: MU 023

in the

CITY OF QUINCY, ILLINOIS

DATE: JANUARY 3, 2025



Prepared by the
Department of Utilities & Engineering
City of Quincy, Illinois

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

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SECTION 00 01 13
ADVERTISEMENT FOR BIDS

Separate sealed BIDS for the **2025 Lead Service Line Replacement Project** will be received at the office of the City Clerk, City of Quincy, 730 Maine Street, Quincy, Illinois 62301 until 11:00 AM local time on February 12, 2025 and then publicly opened and read aloud in the City Council Chambers.

The project includes investigation of existing water service materials of construction; replacement of existing lead and/or galvanized iron water service piping with copper tubing from the water main to the building interior; disconnecting abandoned water service lines at the main and encasing the abandoned corporation stop; pavement removal, excavation, backfill and surface restoration; and related work items.

The procurement will be subject to regulations contained in the Davis-Bacon Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor; and the "Use of American Iron and Steel" requirements as contained in Section 436 of H.R. 3547, The Consolidated Appropriations Act, 2014; and the federal "Build America, Buy America Act" requirements contained in the Infrastructure Investment and Jobs Act, Public Law No. 117-58. This procurement is also subject to policies regarding the increased use of disadvantaged business enterprises. These policies require all bidders to undertake specified affirmative efforts at least sixteen (16) days prior to bid opening. The policy is contained in the specifications. Bidders are also required to comply with the President's Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in 41 CFR 60-4.

The CONTRACT DOCUMENTS are available online at no charge for review and downloading at www.quincyil.gov/bids and also may be examined at the Department of Utilities & Engineering, City Hall, 730 Maine Street, Quincy, Illinois 62301.

By Order of:

Jeffrey Conte, P.E.
Director of Public Works

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SECTION 00 21 13
INFORMATION FOR BIDDERS

BIDS will be received by the City of Quincy (herein called the "OWNER"), at the office of the City Clerk until 11:00 AM local time on February 12, 2025 then publicly opened and read aloud in City Council Chambers.

Each BID must be submitted in a sealed envelope, addressed to City Clerk, City of Quincy at 730 Maine Street, Quincy, Illinois 62301. Each sealed envelope containing a BID must be plainly marked on the outside as BID for the **2025 Lead Service Line Replacement Project** and the envelope should bear on the outside the name of the BIDDER, his/her address, his/her license number if applicable and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at City of Quincy at 730 Maine Street, Quincy, Illinois 62301.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

Any BID may be modified or withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within **forty-five (45)** days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired. The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him or her from fulfilling any of the conditions of the contract.

A BID bond payable to the OWNER must accompany each BID for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS

must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The necessary Agreement and BOND forms shall accompany the NOTICE OF AWARD. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his or her option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his or her signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The OWNER shall issue the NOTICE TO PROCEED within ten (10) days of the execution of the Agreement. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he or she deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the low, responsive, responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout including the Davis-Bacon Wage Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor.

BIDDERS will comply with Sec. 436 of H.R. 3547, "The Consolidated Appropriations Act, 2014", which specifies that all iron and steel products used in the project are produced in the United States.

BIDDERS will comply with the federal Build America, Buy America Act (BABA) which is included in the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 and specifies that all iron, steel, manufactured products, and construction materials used in the project are produced in the United States.

BIDDER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of

this contract which may result in the termination of this contract or other legally available remedies.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

Each BIDDER shall supply a list of all proposed subcontractors and major material suppliers (SECTION 00 43 36).

BIDDERS are hereby notified that a valid Illinois Plumbing Contractor license is required to complete the work of this project. An Illinois Plumbing Contractor license is issued to a company that employs one or more licensed plumbers to perform contracted work. The BIDDER or a subcontractor may hold the Illinois Plumbing Contractor license.

The project has a budget of \$3,000,000 and the OWNER reserves the right to increase and/or decrease the quantities of the WORK in accordance with the SECTION 00 70 00 "STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT" to match funding for this project or to increase project funding.

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SECTION 00 41 13
BID FORM

Proposal of _____ (hereinafter called "BIDDER"),
organized and existing under the laws of the State of _____ doing business as
_____ * to the City of Quincy (hereinafter called "OWNER").

* Insert "a corporation", "a partnership", or "an individual" as applicable.

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of the **2025 Lead Service Line Replacement Project** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within **three hundred (300)** consecutive calendar days thereafter unless the period for completion is otherwise extended in writing. BIDDER further agrees to pay as liquidated damages, the sum of \$100 for each consecutive calendar day thereafter.

BIDDER certifies that all iron, steel, manufactured products, and construction materials used in the project for the construction, alteration, maintenance, or repair of a public water system are produced in the United States in compliance with the federal Build America, Buy America Act, Pub. L. No. 117-58 §§ 70901-52.

- (I) By submission of the bid, each bidder certifies, and in the case of a joint bid each party to the joint bid certifies, as to his or her own organization, that in connection with the bid:
 - (i) The prices in the bid have been arrived at independently, without consultation, communication, or agreement with any other bidder or with any competitor, for the purpose of restricting competition, as to any matter relating to the prices;
 - (ii) Unless otherwise required by law, the prices quoted in the bid have not knowingly been directly or indirectly disclosed to any other bidder or to any competitor prior to opening; and
 - (iii) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or withhold a bid for the purpose of restricting competition;
- (II) Each person signing the bid shall certify that:
 - (i) He or she is the person in the bidder's organization responsible for the decision as to the prices being bid and that he or she has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above; or
 - (ii) He or she is not the person in the bidder's organization responsible for the decision as to the prices being bid, but that he or she has been authorized to act as agent certifying that the persons determining the prices have not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above, and as their bidder's agent shall so certify. He or she shall also certify that he or she has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above.

BIDDER acknowledges receipt of the following ADDENDUM (where applicable):

BIDDER certifies that wages paid in connection with the PROJECT shall be paid at prevailing rates not less than those prevailing under the Davis-Bacon Wage Act. Bidder further certifies that the provisions contained in the following clauses will be exercised in the performance of any contract resulting from this BID and are made a part of the CONTRACT DOCUMENTS thereto by their inclusion in the BID as follows:

(1) *Minimum wages.*

- (i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, <http://beta.sam.gov/>
- (ii) (A) The sub-recipient, on behalf of USEPA, shall 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 shall be classified in conformance with the wage determination. The USEPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub-recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sub-recipient to IEPA. IEPA shall forward the report to the Administrator of the Wage and Hour Division,

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U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

- (C) In the even the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub-recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), IEPA shall refer the questions, including the views of all interested parties and the recommendation of the sub-recipient, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The sub-recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the sub-recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.*

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any

laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the sub-recipient. Such documentation shall be available upon request of IEPA or USEPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Website, [\[https://www.dol.gov/whd/forms/index.htm\]](https://www.dol.gov/whd/forms/index.htm). The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the sub-recipient, for transmission to the IEPA, USEPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub-recipient.
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of IEPA, USEPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (4) *Apprentices and trainees*
- (i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid no less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at

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- less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by form certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the USEPA may by appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) *Compliance with Davis Bacon and Related Act requirements.* All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes

between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.*

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

Contract Provision for Contracts in Excess of \$100,000 - clauses (1) through (4) shall be inserted in full in any contract in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act.

Contract Work Hours and Safety Standards Act

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which 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.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanics, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 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 paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The sub-recipient, shall upon its own action or upon written request of the USEPA award official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RETURN WITH BID

The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the USEPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

***** REFER TO SECTION 00 73 46 FOR WAGE RATE DETERMINATION *****

RETURN WITH BID

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following CONTRACT UNIT PRICES:

SCHEDULE OF PRICES

Item	Description	QTY	Units	Unit Price	Total Cost
1.	WATER SERVICE IDENTIFICATION	390	EA		
2.	ABANDON WATER SERVICE	460	EA		
3.	WATER SERVICE TAP	340	EA		
4.	WATER SERVICE CURB STOP	340	EA		
5.	WATER SERVICE LINE, OPEN CUT	5,100	LF		
6.	WATER SERVICE LINE, TRENCHLESS METHOD	12,000	LF		
7.	FOUNDATION PENETRATION	340	EA		
8.	WATER SERVICE INTERIOR METER SETTING	340	EA		
9.	WATER SERVICE INTERIOR PIPING	2,000	LF		
10.	TRENCH BACK FILL	2,000	CY		
11.	PAVEMENT PATCHING, CLASS C	2,833	SY		
12.	CONCRETE CURB, B-6.12	100	LF		
13.	PORTLAND CEMENT CONCRETE SIDEWALK	3,000	SF		
14.	CURB STOP SURFACE RESTORATION	340	EA		
15.	SERVICE REPLACEMENT DOCUMENTATION	340	EA		
TOTAL BID PRICE					

Bidder is currently certified as an MBE or WBE under EPA's DBE Program? Yes ___ No ___

Respectfully submitted:

Signature Address

Title Date

Telephone # E-mail Address

(SEAL - if BID is by a corporation)

Attest _____

End of Section

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**SECTION 00 43 13
BID BOND**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS, that we, the undersigned,
_____ as Principal,
and _____ as Surety, are hereby held
and firmly bound unto _____ as OWNER in the penal sum of
_____ for the payment of which, well and
truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20____.

The Condition of the above obligation is such that whereas the Principal has submitted to CITY OF QUINCY, ILLINOIS a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

RETURN WITH BID

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS, WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

Surety

By: _____

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

End of Section

**SECTION 00 43 36
PROPOSED SUBCONTRACTORS AND SUPPLIERS**

BIDDER proposes to utilize the following subcontractors and suppliers to complete the WORK of the **2025 Lead Service Line Replacement Project**:

Type of Work or Products Supplied	Company Name & Address	DBE
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No

End of Section

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**SECTION 00 45 33
U.S. ENVIRONMENTAL PROTECTION AGENCY
CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 that are not exempt from the Equal Opportunity clause.)

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

Signature

Date

Name and Title of Signer

(Please type)

Firm Name

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

End of Section

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**SECTION 00 45 39.11
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM FORM #1
CONTRACTOR CERTIFICATION FORM**

(To be completed by all Prime Contractors)

Please check the appropriate boxes that apply and complete the information on the bottom of the form.

- This firm will award no subcontracts (including in the procurement of equipment, supplies, or services), in the performance of this contract.
- This firm advertised for DBE subcontractors according to the good faith efforts outlined in the IEPA DBE Guidance Document.
- This firm received proposals from DBE(s) that will not be utilized. A list of the DBEs not hired, along with their address, phone number, and reason(s) for non-utilization, is below.

- This firm did not receive any inquiries from DBEs.

I certify that the above is true. I further certify that this firm and its partners, directors, and officers do not possess a controlling interest in ownership or conflict of interest or any other authority to control the DBE to be used during the performance of the contracts.

By: _____

NAME: _____

TITLE: _____

Company: _____

Date: ____/____/____

End of Section

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**SECTION 00 45 39.13
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM FORM #3
SUBCONTRACTOR UTILIZATION FORM**

*(Only complete this form if DBE subcontractors or
sub-consultants will be working on a project)*

This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. All subcontractors must complete this form, and it must be included in the prime contractor's bid package.

Subcontractor Name	Project Name
Contact Person's Name & Title	
Address	
Telephone	Email
DBE Certified By:	Select all that apply. At least one is required: MBE WBE SBE DBE
Prime Contractor Name	
Type of Work to be Performed	
Cost Estimate of Work	

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to using the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 C.F.R. Part 33 Section 33.302(c).

Prime Contractor Signature:	Print Name:
Date:	Title:
Subcontractor Signature:	Print Name:
Date:	Title:

End of Section

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**SECTION 00 45 39.15
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM FORM #4, BIDDERS LIST**

(Only complete this form if subcontractors or sub-consultants will be working on a project)
Using this form/format is optional. Other formats are acceptable.

Company Name & Contact Person	Address	Phone No. w/ area code	Email	Proposed Work (supplies, paint, paint etc.)	DBE Status (MBE, WBE, DBE, SBE)
					<p align="center">Check if Hired</p> <p align="center"><input type="checkbox"/></p>
					<p align="center">Check if Hired</p> <p align="center"><input type="checkbox"/></p>
					<p align="center">Check if Hired</p> <p align="center"><input type="checkbox"/></p>
					<p align="center">Check if Hired</p> <p align="center"><input type="checkbox"/></p>

End of Section

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**SECTION 00 45 50
CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The prospective participant to the best of its knowledge and belief that it and its principles:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department 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 obtaining, 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 government 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.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

(Typed Name & Title of Authorized Representative)

(Signature of Authorized Representative)

(Date)

I am unable to certify the above statements. My explanation is attached.

EPA FORM 5700-49 (11-88)

Instructions

Under Executive Order 12549 an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a sub-agreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or sub-agreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the attached regulation.

Where to Submit

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

How to Obtain Forms:

EPA includes the certification form, instructions, and a copy of its implementing regulation (40 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies/assistance may be requested from:

Compliance Branch
Grants Administration Division (PM-216F)
U.S. Environmental Protection Agency 401 M Street, SW
Washington DC 20460
(Telephone: 202-475-8025)

EPA Form 5700-19 (11-88)

End of Section

SECTION 00 45 55
BIDDER CERTIFICATION IN COMPLIANCE
WITH ARTICLE 33E-11 TO THE CRIMINAL CODE OF 2012

I _____, do hereby certify that:
Name

1. I am _____ of the _____
Position Firm
and have authority to execute this certification on behalf of the firm

2. This firm is not barred from bidding on this contract due to a either a Bid-rigging or Bid Rotating violation as set forth in Article 33E-11 to the "Illinois Criminal Code of 2012 [720 ILCS 5/33E-11]."

Name of Firm _____

Signature _____

Title _____

Date _____

Corporate Seal (where appropriate)

On this _____ day of _____ 20____, before me appeared (Name)

_____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of Firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____ Commission Expires _____

Notary Seal

End of Section

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**SECTION 00 45 61
BIDDER CERTIFICATION REGARDING THE USE OF IRON, STEEL, MANUFACTURED
PRODUCTS AND CONSTRUCTION MATERIALS PRODUCED IN THE UNITED STATES
(BUILD AMERICA, BUY AMERICA ACT)**

I _____, do hereby certify that:
Name

1. I am _____ (*title*) of the _____
(*company, partnership, etc.*) and have authority to execute this certification on behalf of
the firm.
2. I am aware that all iron, steel, manufactured products, and construction materials used for
this project must be produced in the United States per the federal Build America, Buy
America Act (BABA) signed by President Biden on November 15, 2021 Public Law No.
117-58 §§ 70901-52.
3. I understand the term “iron and steel products” refers to the following products made
primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other
municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural
steel, reinforced precast concrete, and construction materials.
4. I understand that all manufactured products used in the project must be produced in the
United States. This means the manufactured product was manufactured in the United
States, and the cost of the components of the manufactured product that are mined,
produced or manufactured in the United States is greater than 55 percent of the total
costs of all components of the manufactured product.
5. I acknowledge that all construction materials for this project must be manufactured in the
United States. This means that all manufacturing processes for the construction
materials occurred in the United States.
6. I am aware that this requirement applies to all portions of the project that are
subcontracted.

Name of Company _____

Signature _____

Title _____

Date _____

Corporate Seal (where appropriate)

Requirements Specific to “Build America, Buy America Act (BABA)”

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“BABA”). The purpose of BABA is to ensure that federally funded infrastructure projects only utilize iron, steel, manufactured products, and construction materials produced in the United States. The requirement to use products produced in the United States applies to all projects for the construction, alteration, maintenance, or repair of publicly owned treatment works (POTW) or public water systems. Guidance is available on USEPA’s website:

<https://www.epa.gov/cwsrf/build-america-buy-america-baba>.

Waivers from the requirements are available under certain circumstances. BABA requires the following:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

BABA only applies to items that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at project completion. BABA does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure. BABA requirements apply to an entire infrastructure project, even if it is funded by both Federal and nonFederal funds under one or more awards.

Construction Materials includes an article, material, or supply that consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products including polyvinylchloride, composite building materials, and polymers used in fiber optic cables;
- glass including optic glass;
- fiber optic cable or optical fibers;
- lumber or engineered wood; or
- drywall.

Construction Materials does NOT include items made primarily of iron or steel; manufactured products; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Requirements Specific to Iron and Steel

The existing American Iron and Steel (AIS) Requirements will continue as part of BABA. An iron or steel product is one of the items listed below and is made primarily of iron or steel that is permanently incorporated into the public water system or treatment works.

- Pipes (lined or unlined) and pipe fittings
- Pipe clamps and restraints
- Valves
- Structural steel
- Manhole Covers and other municipal castings such as valves boxes, drainage grates, bollards, etc.
- Construction materials such as trusses, wire, grating, wire, ductwork, fence tubing, wall panels, etc.
- Hydrants
- Flanges
- Tanks
- Reinforced precast concrete

For one of the listed iron or steel products to be considered subject to the BABA requirements, it must be made of greater than 50% iron or steel, measured by the material costs. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels. AIS Guidance is available at:

<https://epa.illinois.gov/topics/grants-loans/state-revolvingfund/guidance/american-iron-and-steel-requirements.html> .

Recordkeeping and Documenting the Country of Origin for Iron, Steel, Manufactured Products, & Construction Materials

Grant recipients with assistance from their general contractor must be able to verify that products used in their projects comply with the BABA requirements. USEPA recommends loan recipients use a "Step Certification" process to ensure that producers adhere to the BABA requirements. Step certification is a process under which each handler (supplier, fabricator, manufacturer, etc.) of the iron, steel, manufactured products, or construction materials certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin.

A certification can be quite simple if it includes the name of the manufacturer, the location of the manufacturing facility (not company headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Certification could be achieved by other methods such as requiring the final manufacturer, who delivers the products to the worksite, to provide certification that all manufacturing processes occurred in the US. While this type of certification is easier and acceptable, it may not provide the same degree of assurance and additional documentation may be needed. USEPA auditors recommend keeping records of when and where the products were delivered. Records from the manufacturer should refer to specific items such as pipes, valves, meters. Try to avoid records containing broad statements such as, "All products delivered were USA made".

Regardless of the method, documents regarding the country of origin for all covered items should be collected and maintained by the grant recipients. Having a good paper trail is invaluable during an inspection or audit.

Sample Certification Letter

The following information is provided as a sample letter of step certification for BABA compliance. The completed letter is provided to the construction contractor or grant recipient from the supplier, fabricator, manufacturer, etc. of covered products. Documentation must be provided on company letterhead.

Company Letterhead

Date

Company Name
Company
Address City,
State, Zip

Subject: Build America, Buy America Step Certification for Project (xxx ***Identify Project Here*** xxx)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the federal Build America, Buy America Act requirements.

Item, Products, and/or Materials:

1. XXX
2. XXX
3. XXX

Such process took place at the following location (City and State must be included):

If any of the above compliance statements change while providing material to the project we will immediately notify the prime contractor and the engineer.

Signed by Company Representative

End of Section

**SECTION 00 51 00
NOTICE OF AWARD**

To: _____

Project Description: **2025 Lead Service Line Replacement Project**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated January 8, 2025 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

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

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

Dated this _____ day of _____, 2025

OWNER:
CITY OF QUINCY, ILLINOIS
By _____
Name: Jeffrey Conte
Title: Director of Public Works

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged,

by _____,

this the _____ day of _____, 2025.

By _____

Title _____

End of Section

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**SECTION 00 52 13
AGREEMENT**

THIS AGREEMENT, made this ____ day of _____, 2025, by and between the CITY OF QUINCY, ILLINOIS, hereinafter called "OWNER" and _____ doing business as (an individual, partnership or corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the **2025 Lead Service Line Replacement Project**.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the Contract Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within **three hundred (300) consecutive calendar days** unless the period for completion is extended otherwise in writing by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the contract unit prices shown in the BID SCHEDULE.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) ADVERTISEMENT FOR BIDS
 - (B) INFORMATION FOR BIDDERS
 - (C) BID FORM
 - (D) BID BOND
 - (E) AGREEMENT
 - (F) PAYMENT BOND
 - (G) PERFORMANCE BOND
 - (H) NOTICE OF AWARD
 - (I) NOTICE TO PROCEED
 - (J) CHANGE ORDERS
 - (K) SPECIFICATIONS prepared by City of Quincy Department of Utilities & Engineering and dated January 3, 2025.
 - (M) ADDENDA:
No. _____, dated _____
No. _____, dated _____
No. _____, dated _____
6. The OWNER will pay to the CONTRACTOR in the manner and at such times, such amounts as required by the CONTRACT DOCUMENTS.
7. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these

requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

8. By accepting this contract, the CONTRACTOR acknowledges and agrees to the terms and provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants.
9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate each of which shall be deemed an original on the date first above written.

OWNER:

_____ City of Quincy, Illinois _____

By _____

Name _____ Michael Troup _____

Title _____ Mayor _____

(SEAL)

ATTEST:

By _____

Name _____ Laura Oakman _____

Title _____ City Clerk _____

CONTRACTOR:

Firm Name _____

By _____

Name _____

Title _____

(SEAL)

ATTEST:

Name _____

Title _____

End of Section

**SECTION 00 55 00
NOTICE TO PROCEED**

To: _____

Project Description: **2025 Lead Service Line Replacement Project**

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before _____, 2025, and you are to complete the WORK within three hundred (300) consecutive calendar days thereafter. The date of completion of all WORK is therefore _____.

Dated this _____ day of _____, 2025

OWNER:
CITY OF QUINCY
By _____
Name: Jeffrey Conte
Title: Director of Public Works

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged,
by _____,
this the _____ day of _____, 2025.
By _____
Title _____

End of Section

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**SECTION 00 61 13.16
PAYMENT BOND**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS: that

_____ (Name of Contractor)

_____ (Address of Contractor)

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

_____ (Name of Surety)

_____ (Address of Surety)

hereinafter called Surety, are held and firmly bound unto

_____ (Name of Owner)

_____ (Address of Owner)

hereinafter called OWNER, in the penal sum of _____

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20_____, a copy of which is hereto attached and made a part hereof for the construction of: _____

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

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

change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this_day of_____20_____.

ATTEST:

By: _____

(SEAL)

ATTEST:

By: _____

(SEAL)

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

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

End of Section

**SECTION 00 61 13.13
PERFORMANCE BOND**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, \$(_____)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20__, a copy of which is hereto attached and made a part hereof for the construction of:

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

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

time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this ___ day of _____ 20_____.

ATTEST:

By: _____

(SEAL)

ATTEST:

By: _____

(SEAL)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is Partnership, all partners should execute BOND.

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

End of Section

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
 1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
 1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
 1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor one printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
 - C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
 - D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
 - E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
 - F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

- O. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
 - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
 - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
 - 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

**SECTION 00 73 36
 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
 TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
 (EXECUTIVE ORDER 11246)**

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

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	3.1%	6.9%

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

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

41 CFR 60

60-4.1 Scope and Application.

This part applies to all contractors and subcontractors that hold any Federal or federally assisted construction contract in excess of \$10,000. The regulations in this part are applicable to all of a construction contractor's or subcontractor's construction employees who are engaged in on site construction including those construction employees who work on a non-Federal or non-federally assisted construction site. This part also establishes procedures, which all Federal contracting officers and all applicants, as applicable, shall follow in soliciting for and awarding Federal or federally assisted construction contracts. Procedures also are established which administering agencies shall follow in making any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of Executive Order 11246, as amended. In addition, this part applies to construction work performed by construction contractors and subcontractors for Federal non-construction contractors and subcontractors if the construction work is necessary in whole or in part to the performance of a non-construction contract or subcontract.

[43 FR 49254, OCT. 20, 1978; 43 FR 51404, NOV. 3, 1978]

60-4.2 Solicitations.

- (a) All Federal contracting officers and all applicants shall include the notice set forth in paragraph (d) of this section and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth in § 60-4.3 of this part in all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of the part. Administering agencies shall require the inclusion of the notice set forth in paragraph (d) of this section and the specifications set forth in § 60-4.3 of this part as a condition of any grant, contract, subcontract, loan, insurance or guarantee involving federally assisted construction covered by this Part 60-4.
- (b) All non-construction contractors covered by Executive Order 11246 and the implementing regulations shall include the notice in paragraph (d) of this section in all construction agreements, which are necessary in whole or in part to the performance of the covered non-construction contract.
- (c) Contracting officers, applicants and non-construction contractors shall give written notice to the Director within 10 working days of award of a contract subject to these provisions. The notification shall include the name, address and telephone number of the contractor; employer identification number; dollar amount of the contract, estimated starting and completion dates of the contract; the contract number; and geographical area in which the contract is to be performed.
- (d) 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)):

60-4.3 Equal Opportunity Clauses.

- (a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. 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 § 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of 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 origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under

the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting 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, nor the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, the Contractor must employ such apprentices and trainees 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 action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such 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 compiled 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 in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, 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 work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect 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 single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - 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 p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall

proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
 15. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- (b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978, AS AMENDED AT 45 FR 65978, OCT. 3, 1980]

60-4.4 Affirmative Action Requirements.

- (a) To implement the affirmative action requirements of Executive Order 11246 in the construction industry, the Office of Federal Contract Compliance Programs previously has approved affirmative action programs commonly referred to as "Hometown Plans," has promulgated affirmative action plans referred to as "Imposed Plans" and has approved "Special Bid Conditions" for high impact projects constructed in areas not covered by a Hometown or an Imposed Plan. All solicitations for construction contracts made after the effective date of the regulations in this part shall include the notice specified in § 60-4.2 of this part and the specifications in § 60-4.3 of this part in lieu of the Hometown and Imposed Plans including the Philadelphia Plan and Special Bid Conditions. Until the Director has issued an order pursuant to § 60-4.6 of this part establishing goals and timetables for minorities in the appropriate geographical areas or for a project covered by Special Bid Conditions, the goals and timetables for minorities to be inserted in the Notice required by 41 CFR 60-4.2 shall be the goals and timetables contained in the Hometown Plan, Imposed Plan or Special Bid Conditions presently covering the respective geographical area or project involved.
- (b) Signatories to a Hometown Plan (including heavy highway affirmative action plans) shall have 45 days from the effective date of the regulations in this part to submit under such a Plan (for the director's approval) goals and timetables for women and to include female representation on the Hometown Plan Administrative Committee. Such goals for female representation shall be at least as high as the goals established for female representation in the notice issued pursuant to 41 CFR 60-4.6. Failure of the signatories, within the 45-day period, to include female representation and to submit goals for women or a new plan, as appropriate, shall result in an automatic termination of the Office of Federal Contract Compliance Program's

approval of the Hometown Plan. At any time the Office of Federal Contract Compliance Programs terminates or withdraws its approval of a Hometown Plan, or when the plan expires and another plan is not approved, the contractors signatory to the plan shall be covered automatically by the specifications set forth in § 60-4.3 of this part and by the goals and timetables established for that geographical area pursuant to § 60-4.6 of this part.

60-4.5 Hometown Plans

- (a) A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: *Provided*, That each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables. If a contractor is not participating in an approved Hometown Plan it shall comply with the specifications set forth in § 60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the notice required by 41 CFR 60-4.2 with regard to that trade. For the purposes of this part 60-4, a contractor is not participating in a Hometown Plan for a particular trade if it:
- (1) Ceases to be signatory to a Hometown Plan covering that trade;
 - (2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
 - (3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations, which are not or cease to be signatories to the same Hometown Plan for that trade;
 - (4) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
 - (5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;
 - (6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.
- (b) Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provision of the Hometown Plan.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978]

60-4.6 Goals and Timetables.

The Director, from time to time, shall issue goals and timetables for minority and female utilization, which shall be based on appropriate workforce, demographic, or other relevant data and which

shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

[45 FR 65978, OCT. 3, 1980]

60-4.7 Effect on Other Regulations.

The regulations in this part are in addition to the regulations contained in this chapter, which apply to construction contractors and subcontractors generally. See particularly, 41 CFR 60-1.4 (a), (b), (c), (d), and (e); 60-1.5; 60-1.7; 60-1.8; 60-1.26; 60-1.29; 60-1.30; 60-1.32; 60-1.41; 60-1.42; 60-1.43; and 41 CFR Part 60-3; Part 60-20; Part 60-30; Part 60-40; and Part 60-50.

60-4.8 Show Cause Notice.

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the contractor or subcontractor a notice to show cause which shall contain the items specified in paragraphs (i) through (iv) of 41 CFR 60-2.2(c)(1). If the contractor does not show good cause within 30 days, or in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make up goals and timetables, back pay, and seniority relief for affected class members, the OFCCP shall follow the procedure in 41 CFR 60-1.26(b): *Provided*, That where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978]

60-4.9 Incorporation by Operation of the Order.

By operation of the order, the equal opportunity clause contained in § 60-1.4, the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) contained in § 60-4.2, and the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) contained in § 60-4.3 shall be deemed to be a part of every solicitation or of every contract and subcontract, as appropriate, required by the order and the regulations in this chapter to include such clauses whether or not they are physically incorporated in such solicitation or contract and whether or not the contract is written.

End of Section

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**SECTION 00 73 37
NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS
NONDISCRIMINATION IN EMPLOYMENT**

To: _____
(Name of union or organization of workers)

The undersigned currently holds contract(s) with CITY OF QUINCY, ILLINOIS involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contracts(s) or subcontract(s) and in accordance with Executive Order 11246, as amended, dated September 24, 1965, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT, ADVERTISING, OR SOLICITATION FOR EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontracts(s) and Executive Order 11246, as amended.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

(Contractor or Subcontractor)

(Date)

End of Section

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SECTION 00 73 39
SPECIFICATIONS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

I. Disadvantaged Business Enterprise Policy

- A. It is the policy of the State of Illinois to award a fair share of sub-agreements to disadvantaged businesses (DBEs). In complying with this requirement, contractors are required to take affirmative steps to assure that disadvantaged businesses are used when possible as sources of supplies, equipment, construction, and services as explained herein.
- B. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the fair share percentages are 5% for MBEs and 12% for WBEs.

II. Pre-Contract Award Obligations

- A. All bidders are required to advertise subcontracting opportunities and to negotiate with disadvantaged businesses prior to bid opening. Failure to document such affirmative efforts shall be deemed, relative to disadvantaged business compliance, non-responsive.
- B. To establish a bid as responsible, the bidder will be required to document the proposed utilization of disadvantaged businesses with letters of intent signed by the bidder and by the disadvantaged business listed in the bid. The documentation requirements are outlined in Section III of this document.
- C. The City of Quincy's disadvantaged business policy clearly intends for bidders to contact and encourage the participation of disadvantaged businesses prior to bid opening. Affirmative efforts (the written record of conscientious and honest communications between the bidder and disadvantaged business) must be initiated and completed by the bidder prior to bid opening. All bidders must document compliance with the requirements of the disadvantaged business policy.

III. Evaluation of Disadvantaged Business Utilization and Affirmative Efforts

- A. As a prerequisite to demonstrate compliance with the City of Quincy's disadvantaged business policy, ALL bidders shall provide the following with its bid:

- 1. Completed and signed certification from the bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services, in the performance of this contract.

OR

- 2. "Certification of publication," or adequate proof of publication, including an actual copy of the newspaper advertisement from a daily newspaper. **The advertisement must run one day at least (16) days prior to bid opening.** An example advertisement follows this section.

Bidders may publish the advertisement in an established, online bidder's clearinghouse such as the "Dodge Report (<http://construction.com/dodge/>)". If an online advertisement is placed with the "Dodge Report" or an equivalent website, a screenshot of the advertisement along with the webpage address, and a payment receipt is required as documentation. **The advertisement must run one day at**

least (16) days prior to bid opening.

3. List of all disadvantaged business enterprise (DBE) and non-DBE's that submitted proposals to the bidder along with the date of the proposal. Names, addresses, phone number and/or e-mail are required.
4. List of disadvantaged businesses not being utilized and justification for non-utilization.
5. If DBE subcontractors will be utilized for the project, a completed and signed copy of IEPA DBE Form No. 3 (DBE Subcontractor Utilization Form) or an equivalent "Notice of Intent" is needed from each subcontractor.
6. If DBE subcontractors will be utilized for the project, a completed and signed certification from the bidder(s), attesting that the bidder has no controlling or dominating interest or conflict of interest with the disadvantaged business that will be utilized.
7. In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received.

Failure to submit the documentation pursuant to the requirements of A(1-7) above may cause rejection of the bid as non-responsive.

IV. Sanctions

- A. The City of Quincy has the option to reject one or all bids when the information submitted by the bidder(s) fails to demonstrate compliance with the disadvantaged business requirements (i.e., the bidder fails to place their pre-bid advertisement in a daily newspaper, or approved website, at least 16 days prior to bid opening).
- B. Upon finding that any Party has not complied with the requirements of these specifications, including misrepresenting a firm as a disadvantaged business, any one or a combination of the following actions may be taken.
 1. Declare the bidder and/or subcontractor non-responsible and therefore, ineligible for contract award.
 2. Disallow all contract costs associated with non-compliance.
 3. Refer matters which may be fraudulent to the Illinois Attorney General.

V. Post-Contract Award Compliance

- A. As required by the award conditions of USEPA's Assistance Agreement with IEPA, all sub-agreements of the prime contractor must identify that the fair share percentages are 5% for MBEs and 12 % for WBEs.
- B. After award of the prime contract, copies of all disadvantaged business related sub- agreements between the prime contractor and subcontractors shall be submitted to the owner.
- C. After bid submission, any changes in previously reported disadvantaged businesses utilization shall be handled in accordance with 40 CFR Part 33.302(b-h). If the contractor fails to initiate such actions, the owner may withhold payments and/or institute other appropriate sanctions.

Suggested Disadvantaged Business (DBE) Advertisement for Construction Contractors

Notice to Disadvantaged Businesses

[Insert name, address & telephone of company] is seeking disadvantaged businesses for the City of Quincy Project for subcontracting opportunities in the following areas:

All disadvantaged businesses should contact, IN WRITING, (certified letter, return receipt requested), [insert contact name] to discuss the subcontracting opportunities. All negotiations must be completed prior to the bid opening date of February 5, 2025.

- * The advertisement must clearly state the method of evaluating the proposals or quotations, and the relative importance attached to each criterion. Bidders must uniformly and objectively evaluate the proposals submitted by disadvantaged business in response to the advertisement based upon the evaluation criteria stated in the advertisement. The evaluation criteria must not be restrictive or exclusionary.

Summary Report of Disadvantaged Business Enterprise Requirements for Contractors

- 1) Completed and signed certification from bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services in the performance of this contract (may use IEPA DBE Form #1).

OR

"Certificate of publication, or adequate evidence of proof of publication, including an actual copy of the newspaper advertisement from a daily publication. For advertisements placed in a construction project clearinghouse such as www.construction.com, a screenshot of the advertisement, link to website, and receipt is required for proof of advertising.

- 2) List of all disadvantaged business enterprises (DBE) and non-DBE's that submitted proposals to the bidder/prime contractor. Specify as DBE or non-DBE, type of DBE, and the other information listed below (DBE Form #4 may be used for this purpose).

Name of Company Name of Owners Address of Company

E-mail Address of Company Telephone Number

Date of Proposal Type of Business Type of DBE

Description of work to be performed

- 3) List of disadvantaged businesses that submitted proposals to the bidder but will not be utilized. Justification for non-utilization must be provided (may use IEPA DBE Form #1).
- 4) Completed and signed copies IEPA DBE Form #3 (Subcontractor Utilization Form) or equivalent "Notice of Intent". Only applies if using DBE subcontractors.
- 5) Completed and signed certification from bidder(s) attesting that the bidder has no dominating or conflict of interest with the disadvantaged business to be utilized (IEPA DBE Form #1). Only applies if using DBE subcontractors.
- 6) In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received (IEPA DBE Form #1).
- 7) **Note:** DBE Form #2 is **not** included in this packet. It is for consultants/engineers to report DBE activity. This form may be found in IEPA's DBE Guidance Manual which is available on the Agency's website or mailed upon request by calling 217-782-2027.

End of Section

**SECTION 00 73 46
WAGE DETERMINATION SCHEDULE**

General Decision Number: IL20240015 12/20/2024

Superseded General Decision Number: IL20230015

State: Illinois

Construction Types: Heavy and Highway

Counties: Adams, Brown, Cass, Champaign, Christian, Clark, Coles, Cumberland, De Witt, Douglas, Edgar, Logan, Macon, Mason, Menard, Morgan, Moultrie, Piatt, Pike, Sangamon, Schuyler, Scott, Shelby and Vermilion Counties in Illinois.

DE WITT COUNTY:

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

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

<p>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:</p>	<ul style="list-style-type: none"> . 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.
<p>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:</p>	<ul style="list-style-type: none"> . 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
0	01/05/2024
1	01/12/2024
2	02/02/2024
3	03/15/2024
4	04/05/2024
5	05/03/2024
6	05/24/2024
7	05/31/2024
8	07/05/2024
9	09/20/2024
10	09/27/2024
11	10/25/2024
12	11/01/2024
13	11/15/2024
14	12/20/2024

BRIL0008-011 05/01/2020

LOGAN, MORGAN and SCOTT COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.91	21.93

CARP0237-012 05/15/2020

MASON COUNTY

	Rates	Fringes
CARPENTER.....	\$ 33.55	30.07
PILEDRIVERMAN.....	\$ 33.55	30.07

CARP0237-021 05/01/2021

DE WITT COUNTY

	Rates	Fringes
CARPENTER.....	\$ 37.06	31.16
PILEDRIVERMAN.....	\$ 37.06	31.16

CARP0243-001 05/15/2020

CHAMPAIGN, EDGAR, AND VERMILION COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 37.85	25.77
PILEDRIVERMAN.....	\$ 37.85	25.77

CARP0243-006 05/15/2020

COLES, CUMBERLAND, MOULTRIE, and SHELBY COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 35.65	27.97
PILEDRIVERMAN.....	\$ 35.65	27.97

CARP0243-009 05/15/2020

DOUGLAS COUNTY

	Rates	Fringes
CARPENTER.....	\$ 35.65	27.97
PILEDRIVERMAN.....	\$ 35.65	27.97

CARP0243-014 05/01/2017

CLARK COUNTY

	Rates	Fringes
CARPENTER.....	\$ 36.20	21.92
PILEDRIVERMAN.....	\$ 37.20	21.92

CARP0270-004 05/01/2017

CHRISTIAN, MENARD, AND SANGAMON (Except Illiopolis) COUNTIES

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

CARP0270-007 05/01/2017

ADAMS COUNTY

	Rates	Fringes
CARPENTER.....	\$ 31.55	25.97
PILEDRIVERMAN.....	\$ 32.55	25.97

CARP0270-016 05/15/2020

MACON, MOULTRIE (North of Rt #133), PIATT (Southwestern Half),
SANGAMON (Illiopolis) AND SHELBY (Moweaqua & North thereof)
COUNTIES

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

CARP0270-021 05/15/2020

LOGAN COUNTY

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

 CARP0270-024 05/15/2020

BROWN, CASS, MORGAN, PIKE, AND SCOTT COUNTIES

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

 CARP0270-026 05/01/2017

SCHUYLER COUNTY

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

 ELEC0034-012 03/01/2019

MASON (Except Bath, Crane Creek, Kilbourne, Lynchburg, Mason City, & Salt Creek TWPS) COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 37.51	21.67

 ELEC0034-015 03/01/2023

ADAMS COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 35.00	20.67

 ELEC0051-003 01/01/2024

ADAMS, BROWN, CASS, CHAMPAIGN, CHRISTIAN, DEWITT, DOUGLAS, EDGAR, LOGAN, MACON, MASON, MENARD, PIATT, SCHUYLER, SCOTT, VERMILION, COLES (East Oakland, Humboldt, Morgan, North Okaw, and Seven Hickory TWPS), MORGAN, MOULTRIE (Except Whitley TWP), PIKE, SANGAMON, & SHELBY (that portion West of Holland, Prairie, Richland, and Windsor TWPS) COUNTIES

	Rates	Fringes
Line Construction		
Groundman/Equipment		
Operator (All crawler type		
equipment larger than D-4,		
15 ton crane or larger).....	\$ 52.63	32.5%+7.25
Groundman/Truck Driver.....	\$ 39.92	32.5%+7.25
Lineman and Substation		
Technician.....	\$ 58.58	32.5%+7.25

 ELEC0146-003 06/01/2022

CHRISTIAN, COLES, CUMBERLAND, DE WITT (Harp, Wapella, Barnett,

Clintonia, De Witt, Turnbridge, Texas, Creek & Nixon TWPS),
 DOUGLAS (Arcola, Bourbon, Garrett TWPS & the portion of Tuscola
 lying West of the City of Tuscola & Illinois Central Railroad
 tracks), MACON, MOULTRIE, PIATT (Goose Creek, Willow Branch,
 Cerro Gordo, Bement & Unity TWPS), AND SHELBY COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 41.00	20.68

ELEC0193-004 06/03/2024		

	Rates	Fringes
ELECTRICIAN CASS, LOGAN, MASON (Bath, Crane Creek, Kilbourne, Lynchburg, Mason City & Salt Creek TWPS), MENARD, MORGAN, SANGAMON and SCOTT COUNTIES.....	\$ 39.80	5%+21.09

ELEC0193-010 04/01/2024		

CASS, LOGAN, MASON (Townships of Lynchburg, Bath, Kilbourne,
 Crane Creek, Salt Creek, and Mason), MENARD, MORGAN, SCOTT, AND
 SANGAMON COUNTIES

	Rates	Fringes
Line Construction Groundman - Equipment Operator (Class I, all crawler type equipment larger than D-4, 15 ton crane or larger).....	\$ 56.61	29.5%+7.25
Groundman - Truck Driver (with winch, may operate diggers, 5th wheel type trucks, crawler-type equipment, D-4 and smaller, backhoe 3/4 yard and under, rubber tire and crawler w/end loader, and may drive bucket truck and live boom type line trucks).	\$ 42.85	29.5%+7.25
Groundman - Truck Driver (without winch).....	\$ 40.36	29.5%+7.25
Groundman (Class A).....	\$ 38.38	29.5%+7.25
Lineman & Substation Tech...	\$ 62.90	29.5%+7.25

ELEC0197-003 12/01/2021		

	Rates	Fringes
Electricians:.....	\$ 41.25	21.30

ELEC0538-008 06/01/2023		

VERMILION COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 39.09	24.37

 ELECO702-002 01/01/2024

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

	Rates	Fringes
Line Construction		
Groundman - Class A.....	\$ 36.89	29%+8.60
Groundman - Equipment Operator Class II (all other equipment).....	\$ 44.92	29%+8.60
Heavy - Equipment Operator Class I (all crawler type equipment D-4 and larger)...	\$ 50.37	29%+8.60
Lineman.....	\$ 63.30	29%+8.60

 ENGI0649-006 04/01/2024

MASON COUNTY

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 46.67	40.35+A
Group 2.....	\$ 43.14	40.35+A
Group 3.....	\$ 37.36	40.35+A

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Cranes: Overhead Cranes; Hydro Crane; Shovels; Crane type Backfiller; Tower Cranes-Mobile, Crawler, Stationary; Derricks, Hoist (3 drum); Draglines; Drott Yumbo & similar types considered as Cranes; 360 Degrees Swing Excavator, Backhoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive Cranes; Road Pavers (Single Drum, Dual Drum, Tri Batcher); Motor Patrol & Power Blades (Dunmore, Elevating & similar types); Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operator and Plant Engineer; Gradall; Caisson Rigs; Skimmer Scoop, Koehring Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls (all & similar types); Concrete and all recycle machines, Multiple Unit Earth Movers; 75 cents per hour for each scoop over one; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Material Crusher (outside pits and quarries); Screening Plants (outside pits and quarries); Tunnel Boring Machine; Heavy Equipment

Greaser (Top Greaser on Spread); CMI, Auto Grade, CMI Belt Placer (3 track & similar types); Side Booms; Starting Engineer on Pipeline or Construction (eleven 11 pieces or more); Asphalt Heater & Planer Combination; Wheel Tractors with Dozer, Hoe or End Loader attachments; CAT Earthwork Compactors and similar types; Blaw Knox Spreader & similar types; Trench Machines; Pump Crete, Belt Crete, Squeeze Crete, Screw Type Pumps & Gypsum; Creter Crane; Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or similar types; Screedman on Laydown Machine; Vermeer Concrete Saw; Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or similar type; Hydro-Boom Truck; Guard Rail Machine.

GROUP 2: Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Carts, powered haul unit for a boring machine; P-H one Pass Soil Cement Machines and similar types; Wheel Tractor; Back Fillers; Euclid Loader; Fork Lifts; Jeep with Ditching Machines or other attachments; Tuneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills Soil Testing and similar types); Pugmill with Pump; All 1 and 2 Drum Hoists; De-watering Systems; Straw Blower; Hydro Seeder; Bump Grinders, Self Propelled; Assistant Heavy Equipment Greaser; Apsco Spreader Tractors (Track-Type w/o Power Units pulling Rollers); Rollers on Asphalt, Brick, or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers & similar types self-propelled; Mechanical Bull-Floats; Self-Propelled Concrete Saw; Truck Mounted Power Saws; Curb Cutters; Mixers over 3 bags to 27E; Winch & Boom Trucks; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule pulling Rollers; Pugmill w/o Pump; Barber Greene or similar Loaders; Track Type Tractor with power unit attached; Fireman; Spray Machine on paving; Curb Machine; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer (6 to 10 pieces).

GROUP 3: Straight Framed Truck and Truck Mounted Vac Unit, Starting Engineer (3 to 5 pieces); Trac Air Machine w/o attachments; Rollers, 5 tons & under on earth & gravel; Form Grader; Bulk Cement Plant; Oilers.

- Escalated Rate on Crane, Derrick Booms, and Tower Cranes: Additional \$1.00 per hour over scale when Crane or Derrick is positioned 50 ft. or more above adjacent ground level or water level. \$.05 per hour, per foot, over 90 feet including jib. \$.02 per hour, per ton - over 50-ton capacity.

- Operating engineers who operate Lattice Boom Crawler Cranes, Lattice Boom Truck Cranes, Telescopic Boom Cranes less than 17.5 Tons, Tower Cranes, Overhead Cranes and have been Certified by the National Commission for the Certification of Crane Operators on the equipment they operate shall receive \$1.60 per hour over scale.

A. On designated Hazardous Waste jobs, operators shall

receive:

Level A add \$4.00 to the appropriate group rate; Levels B and C add \$3.00 to the appropriate group rate; and Level D add \$2.00 to the appropriate group rate.

ENGI0841-003 04/01/2023

CHAMPAIGN, CLARK, COLES, CUMBERLAND, DOUGLAS EDGAR, MOULTRIE,
and VERMILION COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 45.15	26.00
GROUP 2.....	\$ 30.05	26.00

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two-Drum Machine, One-Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or Similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Farm Tractor with Half Yard Bucket and/or Backhoe Attachments, Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or Similar Type Machine, Truck or Skid Mounted Concrete Pump, Tower Crane, Engine or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with Dual Attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinney Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machines Including Well Testing, Caissons, Shaft or Any Similar Type Drilling Machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greased), Barber- Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw and Similar Types, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver - Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart-Self Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker (Backhoe Attached), Lull (or Similar Type Machine), Two Air Compressors, Compressors Hooked in Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air Fork Lifts (Except When Used For Landscaping Work), Soil Stabilazer (Seaman Tiller, Bo Mag, Rago Gator and Similar Types or Equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck Operator.

GROUP 2: Concrete Mixers Without Skips, Rock Crusher, Ditching Machine Under 6', Curbing Machine, one Drum Machines without Tower or Boom, Air Tugger, Self-Propelled

Concrete Saw, Machine- Mounted Post Hole Digger, Two to Four Generators, Water Pumps, or Welding Machines, within 400ft., Air Compressor 600 cu. ft. and Under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lifts (When Used For Landscaping Work, Concrete and Blacktop Curb Machine, Farm Tractor with less than Half Yard Bucket, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for Hoisting Material, Engine Tenders, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operators on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (Motor Driven), Form Tamper, Bulk Cement Plant Equipment Greaser, Deck Hands, Truck Crane Oiler_Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Farm Tractor, Super Sucker (and Similar Type of Equipment).

 ENGI0965-002 05/01/2023

ADAMS, BROWN, CASS, CHRISTIAN, DE WITT, LOGAN, MACON, MENARD, MORGAN, PIATT, PIKE, SANGAMON, SCHUYLER, SCOTT, and SHELBY COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 47.21	30.20
Group 2.....	\$ 41.88	30.20
Group 3.....	\$ 33.67	30.20
Group 4.....	\$ 48.81	30.20

PREMIUM PAY -

CRANES WITH BOOMS 120-200 ft. 1.00 per hour;

.02 Per Foot for each foot above 200

MULTIPLE UNIT MACHINE - 1.00 per hour;

UNDERGROUND WORK - 1.00 per hour;

UNDER AIR PRESSURE - 1.00 per hour;

HAZARDOUS WASTE OR ASBESTOS REMOVAL PROJECTS - 1.00 per hour for Level C work;

1.50 per hour for Level B work;

2.00 per hour for Level A work;

LONG BOOM ON A STATIONARY CRANE 1.00 per hour above long Boom Scale

Level A: (highest level of respiratory, skin, and eye protection)

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

Level C: (same as Level B, but a lower level of respiratory

protection)

OPERATING ENGINEER CLASSIFICATIONS:

GROUP 1: Asphalt Plant Engineer; Asphalt screed man; Apsco concrete spreader; Asphalt paver; Asphalt roller on bituminous contrete; Athey loaders; Cableways; Cherry Picker; Clam Shell; C.M.I. & Similar Type Autograde Formless Paver, Autgrade Placer & Finisher; Concrete Breaker; Concrete plant Oper; Concrete Pumps; Cranes; Derricks; Derrick boats; Draglines; Earth auger boring machine, Elevating Graders; Engineers on dredge; Gravel processing machines; Head equipment greaser; High lift or fork lift; Hoist with two drums or 2 or more loadlines; Locomotive; Mechanics; Motor graders or auto patrols; Operators or levelman on dredges; Power boat oper; Pug mill operator; (Asphalt plat); Orange peels; Overhead cranes; Paving mixer; Piledrivers; Pipe wrapper & Painting machines; Push dozers, or Push cats; Rock crusher; Ross carrier or similar machine; Scoops; Skimmers 2 cu yd capacity & Under: Sheep foot roller (self propelled); Shovels; Skimmer; Scoops; Test hole drilling machines; Tower machine; Tower mixer; Track Tupe & Loaders; Track type forklifts or high lifts; Track jacks & Tampers; Trackors; Sideboom; Trenching machine; Ditching machine; Tunnel lugger; Wheel type end loader; Winch cat; Scoops (All or tournapull).

GROUP 2: Asphalt booster & Heater; Asphalt distributor; Asphalt plant fireman; Building Elevator; Bull float or flexplane; Concrete finshing machine; Concrete saw, self propelled; Concrete spreader machine; Gravel or stone spreader, Power operated; Hoist automatic; Hoist with one drum & one load line; Oiler on 2 paving mixers when used in tandem boom or winch truck; Ost hole diggers; Mechanical; Road or street sweeper, Self-propelled; Scissors hoist; Seaman tiller; Straw machine; Vibratory compactor; Well drill machine; & Mud jacks.

GROUP 3: Air compressor, Track or self-propelled; Bulk cement batching- plants; Conveyors; Concrete mixers (Except Plant, Paver, Tower) Firement, Generators; Greasers; Light plants; Mechanical theater; Oilers; Power from graders; Power sub-grader; Pug mill, When used other than asphalt operation; Roolers (Except bituminous); Tractors w/o Power attachments regardless of size or type; Truck crane oiler; & driver (one man); Vibratory hammer; Water pump; Welding machine (one 300 amp or over) Combinations of five of any air compressors; Conveyors, Welding Machines, Water pumps; Light plants or Generators shall be in batteries or with in 300 ft.

Group 4: Lattice Boom crawler crane, Lattice Boom truck crane, Telescopic truck mounted crane, Tower crane.

IRON0022-006 09/01/2024

CLARK, COLES, CUMBERLAND, EDGAR, SHELBY, AND VERMILION COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.70	26.09

IRON0046-002 05/01/2024

BROWN, CASS, CHRISTIAN, DEWITT (Western Half), LOGAN, MACON
(Except portion East of Decatur), MASON, MENARD, MORGAN, PIKE,
SANGAMON, SCHUYLER (Eastern Half), SCOTT, AND SHELBY (Western
Half) COUNTIES

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

IRON0380-003 05/01/2024

MACON COUNTY (East of Decatur)

	Rates	Fringes
IRONWORKER.....	\$ 37.71	29.65

IRON0577-004 06/01/2024

ADAMS and SCHUYLER (Western Half) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 34.05	25.30

* LABO0159-003 05/01/2024

CLARK, COLES, CUMBERLAND, DOUGLAS, EDGAR, MACON, MOULTRIE, AND
SHELBY COUNTIES

	Rates	Fringes
LABORER.....	\$ 33.63	31.76

LABO0231-009 05/01/2023

ADAMS COUNTY

	Rates	Fringes
LABORER.....	\$ 32.50	28.36

LABO0231-011 05/01/2023

BROWN, MASON, PIKE, AND SCHUYLER COUNTIES

	Rates	Fringes
LABORER.....	\$ 32.50	28.36

LABO0477-002 05/01/2024

CASS, CHRISTIAN, LOGAN, MENARD, MORGAN, SANGAMON, AND SCOTT
COUNTIES

	Rates	Fringes
LABORER.....	\$ 34.04	29.26

* LABO0703-002 05/01/2024

CHAMPAIGN, DE WITT, PIATT, and VERMILION COUNTIES

	Rates	Fringes
LABORER.....	\$ 37.47	28.77

PAIN0058-008 05/01/2017

PIKE COUNTY

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

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

PAIN0090-002 09/01/2021

ADAMS, BROWN, CASS, LOGAN, MENARD, MORGAN, and SCOTT COUNTIES

	Rates	Fringes
PAINTER.....	\$ 32.23	20.58

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

All work over 40 ft. above floor or ground level - \$1.00 Premium

PAIN0090-006 09/01/2021

Sangamon County

	Rates	Fringes
PAINTER.....	\$ 32.23	20.58

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

All work over 40 ft. above floor or ground level - \$1.00 Premium

PAIN0157-001 06/01/2023

FULTON, MARSHALL, MASON, PEORIA, SCHUYLER, TAZEWELL AND WOODFORD COUNTIES

	Rates	Fringes
PAINTER Brush, Spray, Pressure Roller, Sandblasting, Bridges, & New Structural Steel Work.....	\$ 40.00	26.90

PAIN0288-002 09/01/2021

DE WITT, MACON, MOULTRIE, PIATT, and SHELBY COUNTIES

	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 30.50	22.30
Paperhanging and Drywall		
Taping.....	\$ 30.50	22.30
Spray and Sandblasting.....	\$ 31.25	22.30

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

Work over 50 ft. above ground or floor level - \$1.00 Premium

 PAIN0363-001 05/01/2017

CHAMPAIGN, COLES, CUMBERLAND, DOUGLAS, and VERMILION COUNTIES

	Rates	Fringes
PAINTER.....	\$ 35.29	14.50

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

 PAIN1705-002 09/01/2018

CLARK and EDGAR COUNTIES

	Rates	Fringes
PAINTER		
Blasting, Spraying & Pressure Washing.....	\$ 28.37	21.05
Brush & Roller and Wall Covering Drywall Preparing..	\$ 27.37	21.05

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

Brush & Roller work over 30' above ground or floor level -
 \$0.80 Premium

Brush & Roller work over 100' above ground or floor level -
 \$1.80 Premium

Blasting, Spraying & Pressure work over 30' above ground
 level - \$2.30 Premium

Blasting, Spraying & Pressure work over 100' above ground
 level - \$3.30 Premium

 PLAS0018-003 05/01/2023

DEWITT (North of Route 10)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 37.53	28.28

 PLAS0018-021 05/01/2017

DE WITT (South of Route 10) & MACON COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.69	23.29

PLAS0018-032 05/01/2017		

ADAMS, BROWN, CASS, CHRISTIAN, MENARD, PIKE, and SANGAMON COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.64	24.57

PLAS0143-003 05/01/2017		

CHAMPAIGN, CLARK, COLES, CUMBERLAND, DOUGLAS, EDGAR, MOULTRIE, PIATT, SHELBY, AND VERMILION COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.71	18.91

TEAM0026-004 05/01/2024		

CHAMPAIGN, COLES, DEWITT, DOUGLAS, MOULTRIE (East of a line from the Northeast corner of the county extending Southeast in the direction of Findlay (Shelby County) to a point that intersects the Shelby County line), PIATT (East of a line from where the DeWitt County line intersects Route 10 in a Southeast direction towards the Southeast corner of the county), SHELBY (East of an imaginary line beginning at the Northeast border with Moultrie County extending Southwest in the direction of Findlay and continuing to an imaginary point 2.5 miles South of Middlesworth that parallels the Cumberland County line), COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 43.24	24.27
Group 2.....	\$ 43.83	24.27
Group 3.....	\$ 44.10	24.27
Group 4.....	\$ 44.49	24.27
Group 5.....	\$ 45.59	24.27

CLASSIFICATIONS:

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

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

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

GROUP 4: Low Boy and Oil Distributors.

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

TEAM0135-008 05/01/2024

CLARK and EDGAR COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 36.80	15.67+a
Group 2.....	\$ 37.20	15.67+a
Group 3.....	\$ 37.40	15.67+a
Group 4.....	\$ 37.65	15.67+a
Group 5.....	\$ 38.40	15.67+a

FOOTNOTE: A. \$44.00 per day

CLASSIFICATIONS:

Group 1 - Drivers on 2 axle truckshauling less than 9 ton; Air compressor and welding machines and brooms, including those pulled by separate units; Truck Driver Helpers; Warehouse employees; Mechanic helpers; Greasers and tiremen; fork lifts up to 6,000 pounds capacity

Group 2 - 2 or 3 axle trucks hauling more than 9 ton but hauling less than 16 ton; A-frame winch trucks; Hydrolift trucks; Vactor trucks or similar equipment when used for transportation purposes; Fork lifts over 6,000 pound capacity; Winch trucks; 4 axle combination units; In the event the Employer desires to use ticket writers that classification shall come under Group II

Group 3 - 2, 3, or 4 axle trucks hauling 16 ton or more; Drivers on water pulls; Articulated Dump Trucks; Mechanics and working forepersons; 5 axle or more combination units

Group 4 - Low Boy; Oil Distributors

Group 5 - Drivers who require special protective clothing while employed on hazardous waste work.

TEAM0279-003 05/01/2024

CHRISTIAN,MACON, MOULTRIE (West of a line from the Northeast corner extending straight Southeast inthe direction of Findlay - Shelby County - to a point that intersects the Shelby County line), PIATT (West of a line frome where the DeWitt County line intersects Route 10 in a Southeast direction towards the Southeast corner of the county), SHELBY (West of an imaginary line beginning at the Northeast border with Moultrie County extending Southwest in the direction of Findlay and continuing to the same point 2.5 miles South of Middlesworth then towards

the Northeast corner of Fayette County) COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 41.32	26.32
Group 2.....	\$ 41.90	26.32
Group 3.....	\$ 42.19	26.32
Group 4.....	\$ 42.57	26.32
Group 5.....	\$ 43.65	26.32

CLASSIFICATIONS:

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

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

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

GROUP 4: Low Boy and Oil Distributors.

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

TEAM0627-003 05/01/2024

MASON COUNTY

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 43.24	24.27
Group 2.....	\$ 43.83	24.27
Group 3.....	\$ 44.10	24.27
Group 4.....	\$ 44.49	24.27
Group 5.....	\$ 45.59	24.27

CLASSIFICATIONS:

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

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

winch trucks; and four axle combination units.

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

GROUP 4: Low Boy and Oil Distributors.

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

TEAM0916-003 05/01/2024

LOGAN, MENARD, MORGAN, PIKE, SANGAMON, SCHUYLER, SCOTT COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 43.31	24.56
Group 2.....	\$ 43.89	24.56
Group 3.....	\$ 44.21	24.56
Group 4.....	\$ 44.56	24.56
Group 5.....	\$ 45.67	24.56

CLASSIFICATIONS:

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

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

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

GROUP 4: Low Boy and Oil Distributors.

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the

collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

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

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

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

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

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

=====

END OF GENERAL DECISION

End of Section

SECTION 00 08 00
SUPPLEMENTARY CONDITIONS

1. General Contract Conditions

The contract requirements of the *EJCDC Standard General Conditions for Construction Contracts*, shall govern this entire improvement, except as amended by the Supplementary Conditions in this Section. In case of conflict between the Supplementary Conditions and any part or parts of the Standard General Conditions, said Supplementary Conditions shall take precedence and shall govern the terms of this contract.

For the purposes of administering this contract, the authorized representative of the City of Quincy will be the Director of Public Works.

2. Employment Practices

During the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

SELECTION OF LABOR

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

EQUAL EMPLOYMENT OPPORTUNITY

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

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap unrelated to ability, or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap unrelated to ability or unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the City of Quincy and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the City of Quincy, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the City of Quincy and the Illinois Department of Human Rights for purposes of Investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provision of this clause in every subcontract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the City of Quincy and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

The following Supplementary Condition with its requirements shall be considered as part of this contract and shall apply to all work performed on this project including authorized extra work, extensions of the project limits, and all subcontracts:

A. Article I of Chapter 13 of the Municipal Code of the City of Quincy

13.121 Employment of city residents - At least 50% of all of a Contractor's employees working on any construction project involving the use of city funds shall be residents of Adams County, Illinois, unless this requirement shall be waived by the Quincy City Council, and all construction contracts involving the use of city funds, entered into between the City and a Contractor, shall so provide. Any Contractor found to be in violation of the provisions of this Ordinance shall, in addition to other penalties prescribed, be barred from bidding upon construction projects using City funds for a period of two (2) years.

B. For purposes of administrating this ordinance, the following is required:

(1) Submission of monthly work records for all laborers working under this project, including subcontractors, is required.

- (2) The 50% requirement is determined by totaling the number of man-hours worked for all laborers, including subcontractors, at the end of the project. Compliance will be determined by the number of man-hours worked on the project and NOT by taking 50% of the total wage rates paid.
- (3) Subcontractors may or may not meet the 50% resident requirement, but it will be the responsibility of the Prime Contractor to insure that the final total of all man-hours worked by his forces in combination with all subcontractors does meet the 50% resident requirements.
- (4) Hours worked by truck drivers delivering material to the jobsite shall not be included in the submission of the monthly work records unless said truck drivers are directly employed by the Contractor or subcontractor.
- (5) All monthly work records submitted shall contain the following minimum information:
 - a) Laborer's Name and Legal Address of Residence
 - b) Job Classification
 - c) Hours worked during the reporting month
 - d) A completed statement of certificationAny form containing the required information may be used.
- (6) Hours worked by laborers off-site, such as at an asphalt or concrete plant, shall not be included in the monthly work record submission.
- (7) Failure to report all laborers working on the project and their correct number of man-hours worked shall constitute a violation of this ordinance, as will the supplying of any false information.
- (8) Laborers on this project is hereby defined to include all labor, whether skilled, semi-skilled or unskilled, and whether manual or non-manual.

3. Substance Abuse Prevention Program

In addition to any and all other labor requirements set forth in this request, the State of Illinois requires:

Before any contractor commences work on a public works program, the contractor shall have in place a written program that meets or exceeds the requirements in "Public Act 095-0635, Substance Abuse Prevention on Public Works Projects Act", or shall have a collective bargaining agreement in effect dealing with the subject matter in the above Act.

The prime contractor and all subcontractors shall file with the Director of Purchasing, City of Quincy, 730 Maine Street, Quincy, Illinois 62301, a copy of the "Substance Abuse Prevention Program" along with a cover letter certifying their program meets or exceeds the requirements of the Act, or a letter certifying that the prime contractor and subcontractors have a collective bargaining agreement in effect dealing with the subject matter of the above Act.

With reference to the above, all programs and letters received shall be retained on file in the office of the Director of Purchasing, and shall be available for public inspection.

4. Insurance

CONTRACTOR shall provide insurance as described in Article 6 of **SECTION 00 70 00 STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT** in the following minimum coverages:

AUTOMOBILE:

\$1,000,000 bodily injury per person

\$1,000,000 bodily injury per occurrence

\$1,000,000 property damage per occurrence

WORKER'S COMPENSATION – EMPLOYER LIABILITY

\$500,000 per employee

\$500,000 per accident

\$500,000 per policy

COMMERCIAL GENERAL LIABILITY

Policy shall include coverage for bodily injury and property damage arising out of an occurrence and shall include: Premises and Operations, Products/Completed Operations, Personal and Advertising Injury, Contractual Liability, X,C,U Coverage, per Project Aggregate Endorsement, Additional Insured – OWNER

\$2,000,000 general aggregate

\$1,000,000 products/completed operations aggregate

\$1,000,000 personal & advertising injury

\$1,000,000 each occurrence

BUILDERS RISK

Not Required

End of Section

**SECTION 01 22 01
UNIT PRICES**

The “**Schedule of Prices**” listed in **SECTION 00 41 13 BID FORM** shall constitute all compensation for the WORK of the Project, unless Payment for Extra Work is authorized in accordance with **SECTION 00 70 00 GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT**. Unit prices shall include all overhead and profit. All other work required to make a complete and functional system shall be considered incidental to the project.

Reference to the “Standard Specifications” herein shall mean the *Standard Specifications for Road and Bridge Construction* published by the Illinois Department of Transportation, 2022 edition.

1. WATER SERVICE IDENTIFICATION

Price shall cover all costs incurred for identifying and documenting existing water service line materials of construction. The existing water service line shall be exposed at two different points: 1) at the existing curb stop; and 2) at the point of entry to the residence (e.g., where the service line comes through the basement wall). Existing water service line materials of construction shall be documented on the form provided by the Owner. Photographic documentation shall be attached to the form for any service where the public side is not lead and/or where the private side is not lead or galvanized iron at both the curb stop and the entry point. Payment will be made at the Contract Unit Price per each. Surface restoration shall be incidental to this Pay Item.

2. ABANDON WATER SERVICE

Price shall cover all costs of excavating to expose an existing corporation stop; cutting and removing a section of the lead service line; furnishing and installing a corporation stop encapsulation fitting; and initial backfill around the water main and abandoned corporation stop with silica sand. Payment will be made at Contract Unit Price per each. Payment for final trench backfill and pavement patching will be made separately.

3. WATER SERVICE TAP

Price shall cover all costs of excavating to expose an existing water main; furnishing and installing a stainless steel combination service saddle & corporation stop; and initial backfill around the water main and corporation stop with silica sand. Payment will be made at Contract Unit Price per each. Payment for the water service line, final trench backfill and pavement patching will be made separately.

4. WATER SERVICE CURB STOP

Price shall cover all costs of excavating; furnishing and installing a no-lead brass curb stop, cast iron curb box and stainless steel stationary rod; and initial backfill around the water service line and curb stop with silica sand. Payment will be made at Contract Unit Price per each. Payment for the water service line and surface restoration will be made separately.

5. WATER SERVICE LINE, OPEN CUT

Price shall cover all costs of excavating, furnish and installing Type K soft temper

copper water service line; and initial backfill around the water service line with silica sand. Payment will be made at Contract Unit Prices per lineal foot measured along the centerline of the water service line in place. Payment for final trench backfill and pavement patching will be made separately. Where the water service line is installed via open cut excavation under non-paved surfaces, backfill with select excavated materials and lawn surface restoration over the water service line shall be incidental to this Pay Item.

6. WATER SERVICE LINE, TRENCHLESS METHOD

Price shall cover all costs of furnishing and installing Type K soft temper copper water service line via a trenchless construction method such as directional drilling or pipe pulling. Payment will be made at Contract Unit Prices per lineal foot measured along the centerline of the water service line in place. Surface restoration to repair damage from potholing and/or boring machine operations shall be incidental to this Pay Item.

7. FOUNDATION PENETRATION

Price shall cover all costs of creating an opening in an existing foundation wall for boring or pulling a new water service line into a residential basement, as well as sealing the annular space around the new water service line as shown in the Standard Details. Payment will be made at the Contract Unit Price per each.

This Pay Item assumes that the space where the water service replacement will occur is an unoccupied, unfinished space primarily reserved for storage. Boxes, free-standing shelving and other non-fixed obstructions shall be temporarily relocated by the Contractor, which shall be incidental to the Work. The Contractor shall notify the Owner of instances where the water service replacement occurs in a space with finished surfaces (walls, floors or ceilings) or where fixed obstructions impede the water service replacement. The Owner will advise the Contractor in writing how to proceed in these special circumstances, which may include a Change Order to the contract, resolution by other parties outside the contract, or other mutually agreeable resolution.

The Contractor shall notify the Owner in the event that any interior space could present a health hazard.

8. WATER SERVICE INTERIOR METER SETTING

Price shall include all costs for furnishing and installing an inside meter setter ("copperhorn"), inlet and outlet ball valves and connecting pipe & fittings; and installing an Owner-supplied water meter in the copperhorn as shown in the Standard Details. Payment will be made at the Contract Unit Price per each.

9. WATER SERVICE INTERIOR PIPING

Price shall cover all costs of furnishing and installing Type K hard drawn copper tubing and fittings to connect a new meter setting to the existing building cold water piping. Payment will be made at Contract Unit Prices per lineal foot measured along the centerline of the water service piping without deductions for fittings. Pipe supports and restraints shall be incidental to this Pay Item.

10. TRENCH BACK FILL

Payment will be made at Contract Unit Price per cubic yard as described in Section 208 of the "Standard Specifications." Measurement for payment shall be limited to the trench width and depth as shown in the Standard Details.

11. PAVEMENT PATCHING, CLASS C

Payment will be made at Contract Unit Price per square yard as described in Section 442 of the "Standard Specifications." Measurement for payment shall be limited to the trench width as shown in the Standard Details. Saw-cutting and removal of existing pavements will be incidental to this Pay Item.

12. CONCRETE CURB, B-6.12

Payment will be made at Contract Unit Price per lineal foot as described in Section 606 of the "Standard Specifications." Saw-cutting and removal of existing curbs will be incidental to this Pay Item.

13. PORTLAND CEMENT CONCRETE SIDEWALK

Payment will be made at Contract Unit Price per square yard as described in Section 424 of the "Standard Specifications". Removal of existing pavements will be incidental to this Pay Item. Sidewalk thickness shall be 4" (minimum) except at driveways, where the thickness shall be 6" (minimum).

14. CURB STOP SURFACE RESTORATION

Price shall cover all costs of removing unsuitable materials such as gravel, stones, clods, trash, etc.; furnishing, spreading and fine-grading topsoil; and fertilizing, seeding and mulching the disturbed area around a new curb stop in accordance with Sections 211, 212, 250 and 251 of the "Standard Specifications." Seeding mixture shall meet Class 1 - Lawn Mixture requirements. Payment will be made at the Contract Unit Price per each.

15. SERVICE REPLACEMENT DOCUMENTATION.

Price shall cover all costs of documenting replacement water service line details on the form provided by the Owner. Payment will be made at the Contract Unit Price per each.

End of Section

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SECTION 33 14 17.11
LEAD SERVICE LINE REPLACEMENT

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section covers the replacement of existing potable water service laterals constructed of lead and/or galvanized iron that is presently or formerly downstream of lead piping. Lead service lines shall be replaced in their entirety from the connection at the public water main to the interior connection to the building plumbing, except where a partial replacement has already occurred in which case all of the remaining lead and galvanized piping shall be replaced.
- B. The Section also covers the encapsulation of abandoned lead service lines.

1.2 QUALITY ASSURANCE

- A. All work described in the Section shall be performed by an Illinois Licensed Plumbing Contractor and performed under the direct supervision of an Illinois Licensed Plumber.
- B. Work shall be inspected by the Owner's designated representative prior to burying or otherwise concealing the new construction.
 - 1. Work that is covered prior to approval by the Owner's designated representative shall be uncovered, inspected by the Owner's designated representative and, if approved, re-covered all at no additional cost to the Owner.

PART 2 – PRODUCTS

2.1 GENERAL

- A. Product Compliance & Certifications
 - 1. All products shall be compliant with American Iron & Steel (AIS) and Build America, Buy America (BABA) requirements.
 - 2. All products shall be ANSI/NSF 61 certified.
 - 3. All products shall be compliant with the latest requirements of the Federal Safe Drinking Water Act.

2.2 WATER SERVICE PIPING & FITTINGS

- A. Piping
 - 1. Seamless copper tubing meeting ASTM B88 standards, Type K wall thickness.
 - a. Buried – use soft temper copper tubing
 - b. Exposed – use hard drawn copper tubing
- B. Fittings

1. Buried: AWWA C800 compliant, no-lead brass fittings as manufactured by Mueller Co. (Atlanta, GA).
 - a. Mueller 110[®] compression connections for all joints.
2. Exposed: Wrot copper with solder or press-fit connections, ASME B16.22 or B16.51 compliant as applicable.

2.3 WATER SERVICE CONNECTION FITTINGS

- A. All stainless steel combination tapping saddle & corporation stop
 1. Valve and saddle one piece casting, 18-8 stainless steel.
 2. Double strap, 304 stainless steel
 3. Ball, key & adapter, 18-8 stainless steel
 - a. Adapter – compression connector for copper tubing
 4. Gaskets & o-rings – NBR
- B. PowerSeal Pipeline Products Corporation (Wichita Falls, TX) model 3450AS or approved equivalent.

2.4 CURB STOPS & BOXES

- A. Quarter turn ball curb valve, AWWA C800 compliant, no-lead brass construction as manufactured by Mueller Co. (Atlanta, GA).
 1. Mueller 300 ball curb with Mueller 110[®] compression connections both ends and Minneapolis top thread on body.
- B. Cast iron extension type curb box with Minneapolis pattern base, 1" inside diameter, with two-hole single piece lid (Erie pattern) marked "Water".
 1. Include 41" long stainless steel stationary rod.

2.5 BALL VALVES

- A. Ball valves are for interior exposed locations (building plumbing) only.
 1. Full port, two-piece no-lead brass body, chrome-plated no-lead brass ball, PTFE seats/seals and standard lever handle. Valve connections shall be solder or press-fit connections, ASME B16.22 or B16.51 compliant as applicable.

PART 3 – EXECUTION

3.1 GENERAL

- A. Both the public and private sides of lead service line shall be replaced at the same time, except where a portion of the service has been replaced previously in which case the remaining lead and galvanized service shall be replaced at the same time.

1. In limited, exceptional circumstances the public and private sides of a water service may need to be replaced at different times. In such cases the remainder of the lead service line must be replaced as soon as possible after replacing a portion thereof and in no case shall the time between beginning and completing the replacement exceed 90 days.
 - a. The Owner's written approval is required prior to starting a lead service line replacement that may not be completed in its entirety at the same time.
- B. Pipe and fittings shall be protected from contact with soil, non-potable water and all other potential contaminants. Cap open ends of pipe/fittings when work is suspended.
- C. Buried tubing installed via open cut excavation shall be snaked to compensate for expansion & contraction due to changes in temperature.
- D. Prior to installing the water meter or connecting to the building plumbing, the replacement service line shall be flushed to waste at a rate of not less than 10 gallons per minute to remove all debris and foreign objects from the line. The line shall be flushed for a period of 1 second for each lineal foot of service line (e.g., a replacement service line that is 75 lineal feet shall be flushed for 75 seconds).
- D. All connections, including the connection to the building plumbing, shall be drip tight.

3.2 WARRANTY

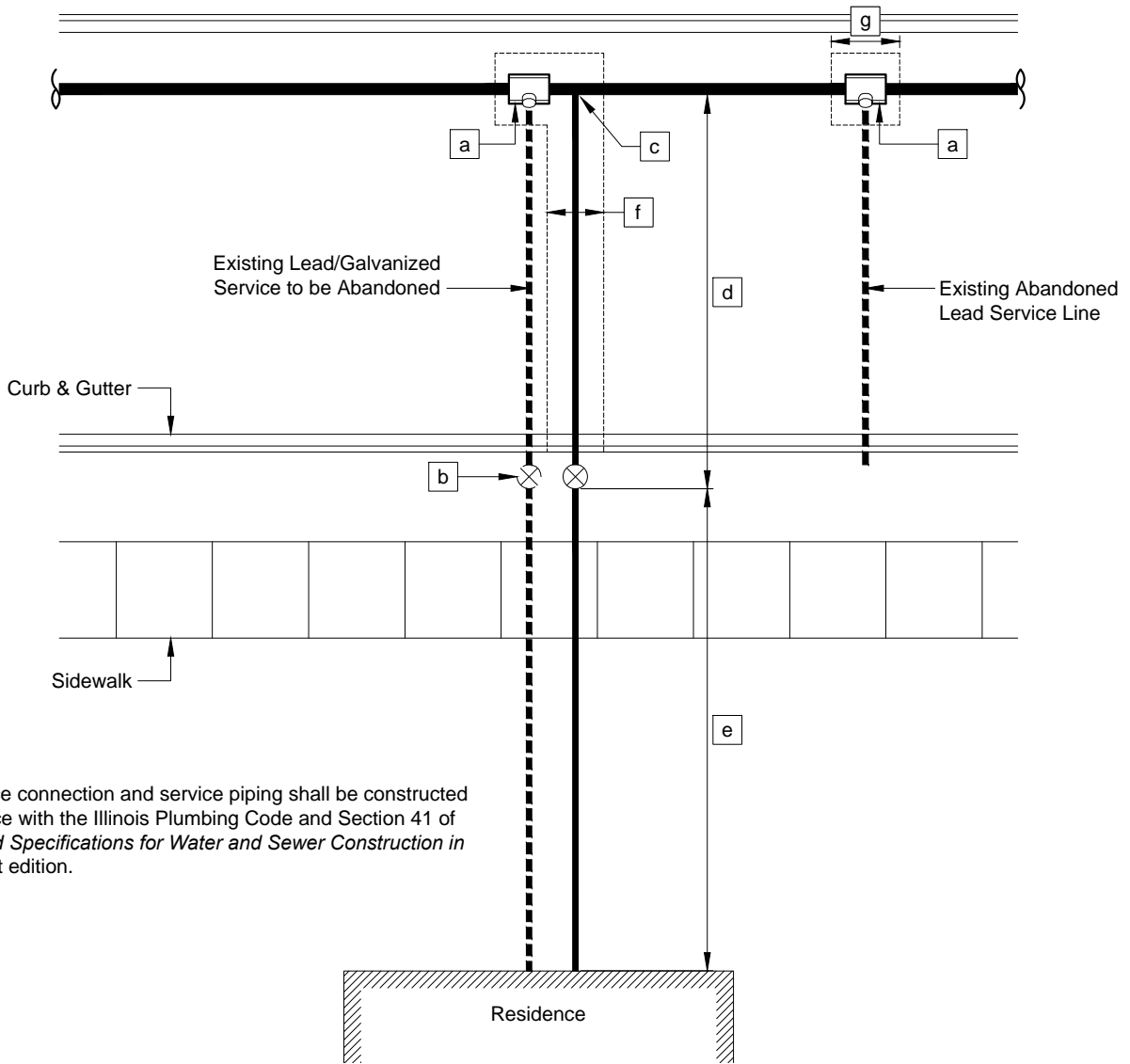
- A. The contractor shall warranty both materials and workmanship are defect free for a period of one-year following completion of the Work.

End of Section

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Part 2. Standard Details

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Note:
 Water service connection and service piping shall be constructed in accordance with the Illinois Plumbing Code and Section 41 of the *Standard Specifications for Water and Sewer Construction in Illinois*, latest edition.

Typical Service Line Replacement - Plan View

NTS

Keyed Notes:

- a Cut existing lead service line & encapsulate abandoned corporation stop w/ Dresser TPS Abandoned Corporation Fitting sleeve
- b Remove abandoned curb stop box & rod
- c Proposed stainless steel saddlecorp (Powerseal Pipeline Products Corp. model 3450AS)
- d "Public side" of service line, 1" Type K copper tubing in open cut excavation (trenchless method - Contractor's option)
- e "Private side" of service line, 1" Type K copper tubing via trenchless method
- f Sawcut edges of excavation/trench to produce a rectangular patch. Refer to Sheet 2 for measurement for payment.
- g Sawcut edges of excavation to produce a rectangular patch. Refer to Sheet 3 for measurement for payment.



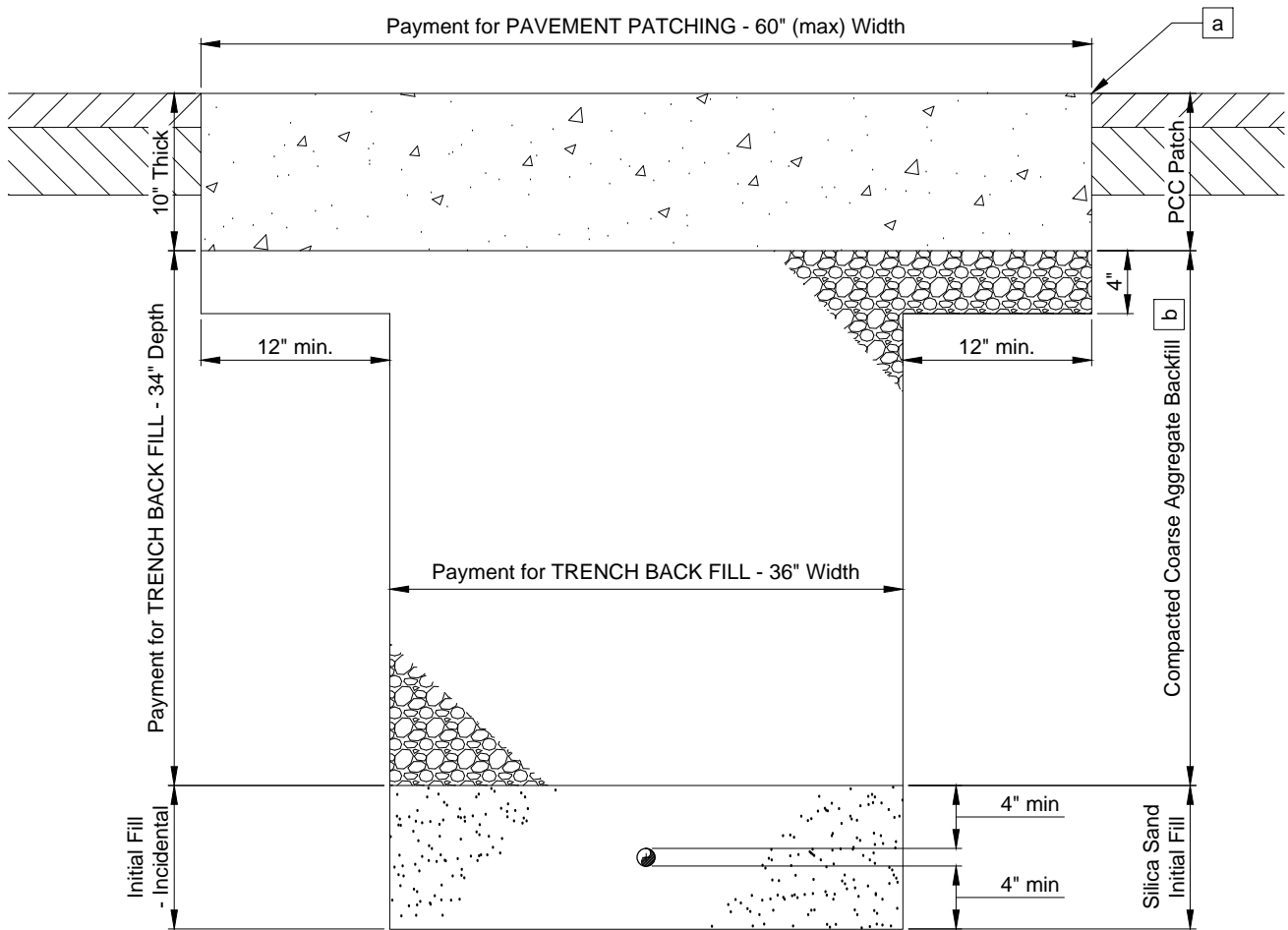
CITY OF QUINCY
UTILITIES &
ENGINEERING

USER NAME	DESIGNED
PLOT SCALE	DRAWN
PLOT DATE	CHECKED
	DATE

REVISED
REVISED
REVISED
REVISED

PROJECT:
SCALE:

SHEET No. **1**



Typical Service Line Trench

NTS

Keyed Notes:

- a Sawcut edges of pavement all around excavation. Incidental to PAVEMENT PATCHING.
- b Compacted coarse aggregate backfill from top of sand to pavement, IDOT gradation CA-6, Class A or B

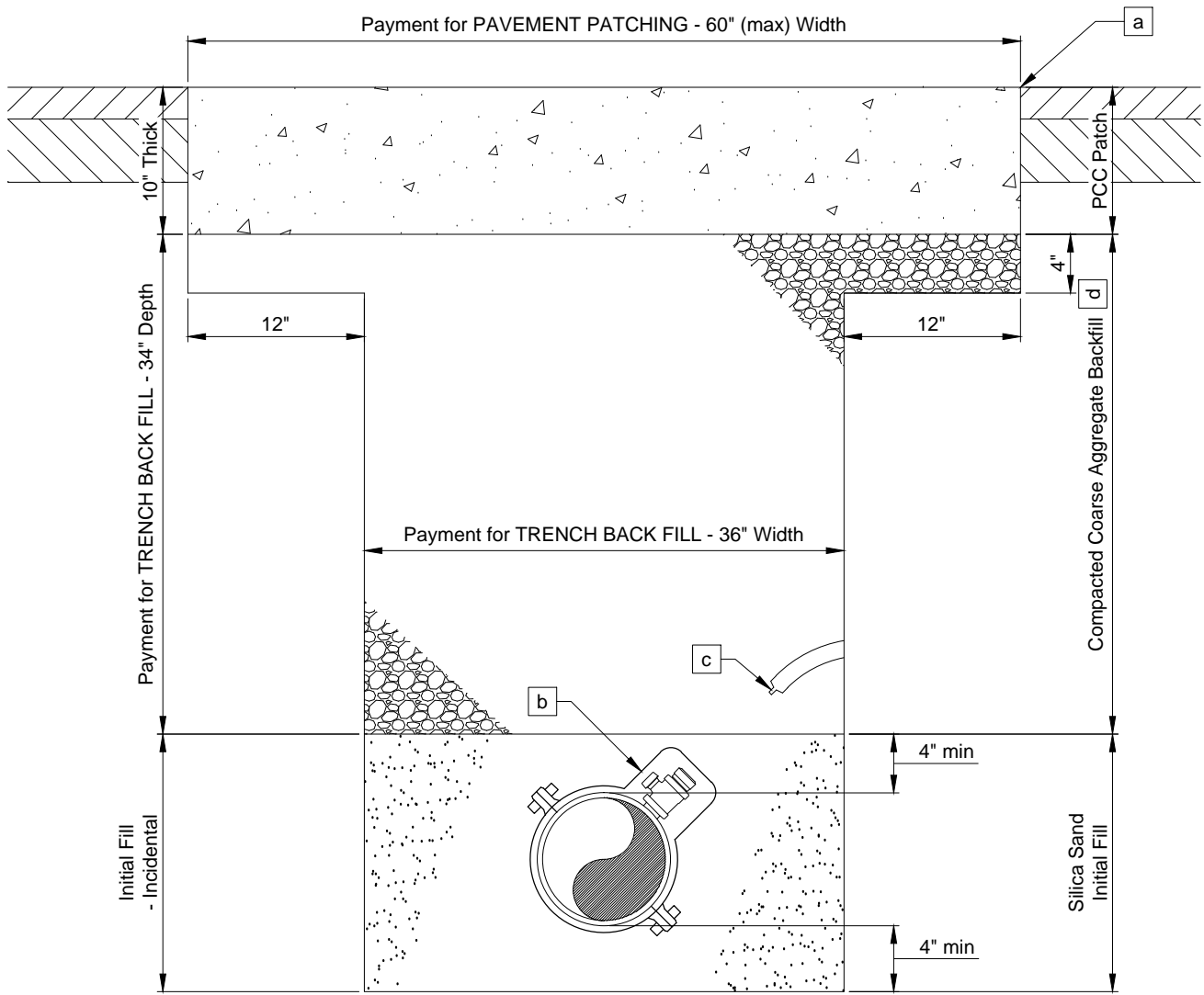


CITY OF QUINCY
UTILITIES &
ENGINEERING

USER NAME	DESIGNED	REVISED
PLOT SCALE	DRAWN	REVISED
PLOT DATE	CHECKED	REVISED
	DATE	REVISED

PROJECT:
SCALE:

SHEET No.
2



Typical Abandoned Corp. Stop Excavation
NTS

Keyed Notes:

- a Sawcut edges of pavement all around excavation. Incidental to PAVEMENT PATCHING.
- b Encapsulated abandoned corp stop w/ Dresser TPS Abandoned Corporation Fitting sleeve
- c Cut existing lead service pipe & pinch end to keep out back fill.
- d Compacted coarse aggregate backfill from top of sand to pavement, IDOT gradation CA-6, Class A or B



**CITY OF QUINCY
UTILITIES &
ENGINEERING**

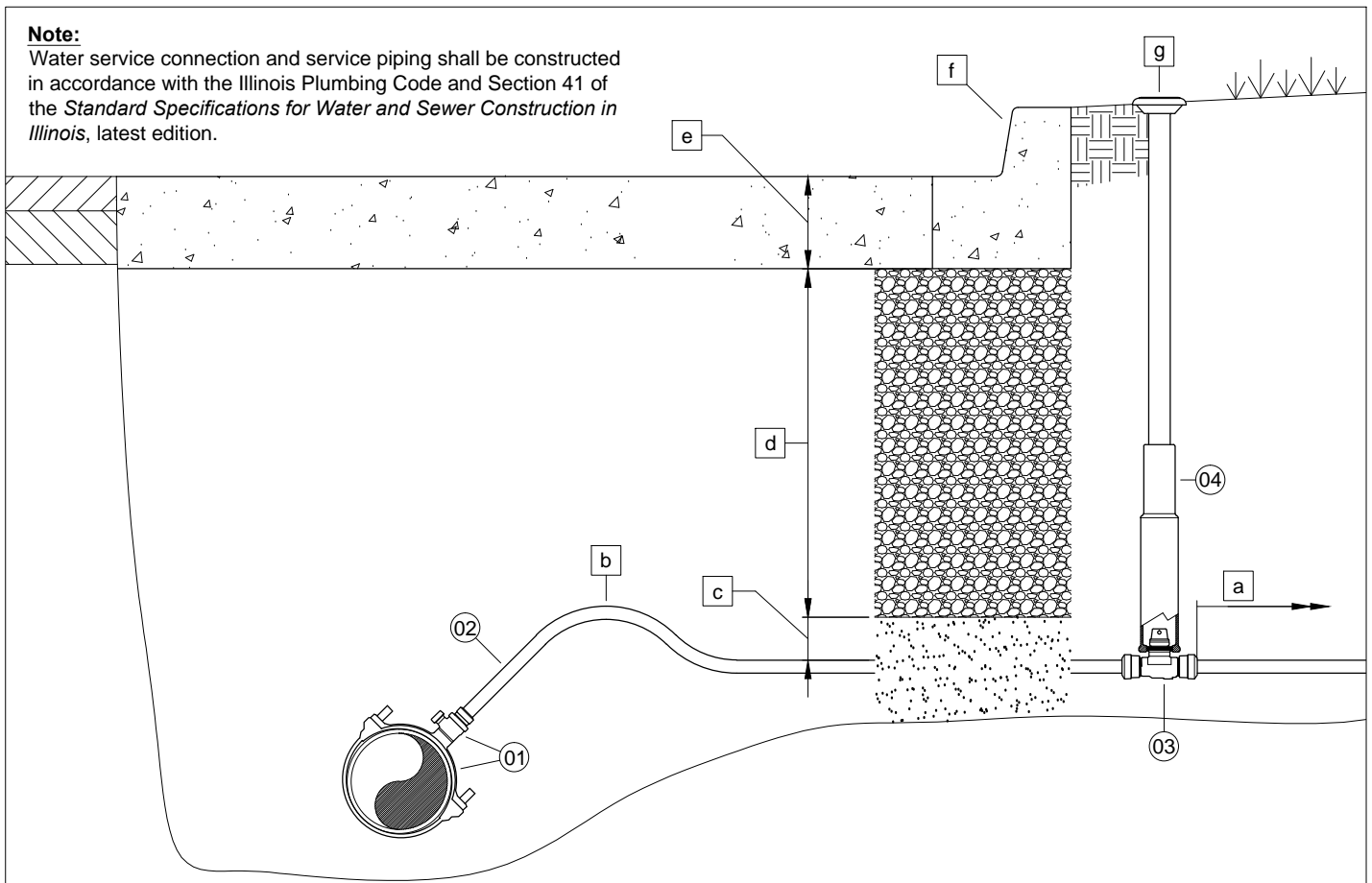
USER NAME	DESIGNED	REVISED
PLOT SCALE	DRAWN	REVISED
PLOT DATE	CHECKED	REVISED
	DATE	REVISED

PROJECT:	SHEET No.
SCALE:	

3

Note:

Water service connection and service piping shall be constructed in accordance with the Illinois Plumbing Code and Section 41 of the *Standard Specifications for Water and Sewer Construction in Illinois*, latest edition.



Typical Connection to Watermain - Elevation View

NTS

Parts Key: ○

- 01 Stainless steel saddlecorp, double strap, 1" CTS compression outlet, Powerseal Pipeline Products Corp. model 3450AS
- 02 1" Type K copper tubing, soft temper
- 03 1" Mueller 300 ball curb valve w/ conductive compression connections & Minneapolis top thread (Mueller B-25155N)
- 04 Mueller CI extension type curbox w/ Minneapolis pattern base, one-piece lid & 41"L stainless steel stationary rod

Keyed Notes: □

- a Install service line via directional drilling or pipe pulling method
- b Provide "goose neck" to accomodate settling
- c Cover pipe/tubing w/ 4" (min) silica sand
- d Compacted coarse aggregate backfill from top of sand to pavement, IDOT gradation CA-6, Class A or B
- e Portland cement concrete patch per Section 442 of IDOT Standard Specifications, Class C, 10" (min) thickness
- f Damaged curb shall be replaced per Section 606 of IDOT Standard Specifications. Match existing curb profile.
- g Adjust lid after trench has settled. Lid shall be ±1" above finished grade.

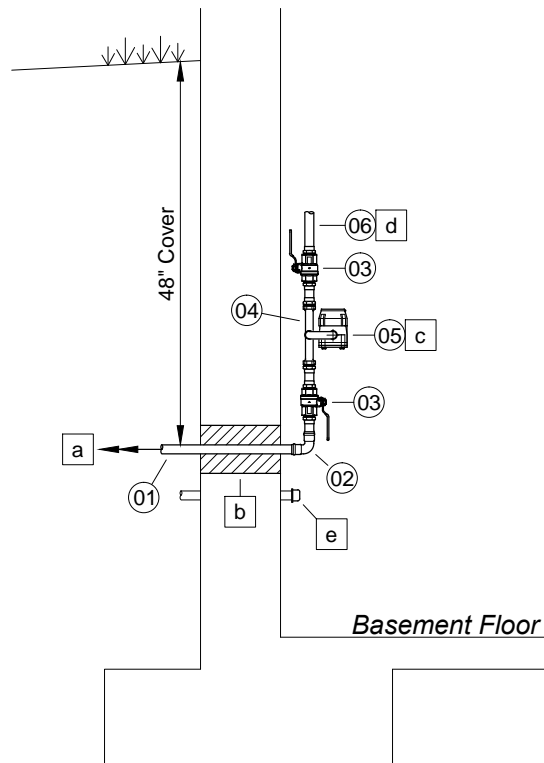


CITY OF QUINCY
UTILITIES &
ENGINEERING

USER NAME	DESIGNED	REVISED	PROJECT:	SHEET No. 4
PLOT SCALE	DRAWN	REVISED	SCALE:	
PLOT DATE	CHECKED	REVISED		
	DATE	REVISED		

Note:

Water service connection and service piping shall be constructed in accordance with the Illinois Plumbing Code and Section 41 of the *Standard Specifications for Water and Sewer Construction in Illinois*, latest edition.



Typical Private Side Connection - Elevation View

NTS

Parts Key: ○

- 01 1" Type K copper tubing, soft temper
- 02 1" wrought copper fitting, no-lead solder or press fit joints
- 03 1" ball valve, no-lead brass body, stainless steel ball & trim
- 04 Ford Meter Box Co. copperhorn for 5/8" meter, 1" female NPT swivel nuts & convex meter ends (CHFSW11-144-NL)
- 05 Badger M25 5/8" disc meter, bronze body w/ HR-E 8 dial encoder (furnished by the City to Contractor)
- 06 1" Type K copper tubing, hard drawn

Keyed Notes: □

- a Install service line via directional drilling or pipe pulling method
- b Core 6"Ø hole through foundation for service line. Patch opening with non-shrink cementitious grout.
- c Set meter 24" to 54" above finished floor
- d Extend 1" copper tubing to existing building cold water plumbing. Connection shall be restrained to prevent pullout.
- e Cap abandoned water service line. Transfer building electrical ground connection to new service line.



CITY OF QUINCY
UTILITIES &
ENGINEERING

USER NAME

PLOT SCALE

PLOT DATE

DESIGNED

DRAWN

CHECKED

DATE

REVISED

REVISED

REVISED

REVISED

PROJECT:

SCALE:

SHEET
No.

5

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Part 3. Owner Forms

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Lead Service Line Replacement Documentation

Service Address: _____

Contractors Present: _____

Initial Service Information (Prior to Replacement)

Date Service Uncovered: _____

Public Service Line is: Copper PVC Galvanized Lead Other

Private Service Line is: Copper PVC Galvanized Lead Other

Any portion of the service line that is lead must be replaced. Any portion of the service line that is galvanized that was ever or could have ever been downstream of a lead line must be replaced.

If private side replacement is required, did resident sign waiver allowing access to home for full service replacement?: Yes No

If resident refuses access for full replacement, a different waiver will need to be signed documenting refusal and IDPH must be notified. Please contact the City of Quincy.

Final Service Information (After Replacement)

Date Service Replaced: _____

Public Service Replaced: Yes No Private Service Replaced: Yes No

Public Service Line is: Copper PVC Galvanized Lead Other

Private Service Line is: Copper PVC Galvanized Lead Other

Brita Pitcher, Filter and Lead Information Provided to Consumer: Yes No
(Brita filters and lead notices must be provided for full or partial replacements.)

Would resident like a follow up sample? Yes No (Will be done at City's expense 3-6 months following a full replacement. Make sure we have good contact information above if sample is requested.)

Corporation is:

_____ ft _____ inches _____ of _____ line of _____

_____ ft _____ inches _____ of _____ line of _____

Old Corp is: _____

Pave Box is:

_____ ft _____ inches _____ of _____ line of _____

_____ ft _____ inches _____ of _____ line of _____

Water Main Diameter: _____

Completed by: _____ Date: _____

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CITY OF QUINCY

Department of Utilities & Engineering

WATER SERVICE REPLACEMENT AGREEMENT

PURPOSE – The purpose of this Agreement is to set forth the terms and conditions pursuant to which the City of Quincy, Illinois (the “City”) will provide a new private water service line to the undersigned owner’s property located at _____ Quincy, Illinois. The existing private lead water service line will be disconnected and replaced with a new private water service line to accomplish a full non-lead service line replacement from the water meter to the water main.

This Agreement anticipates that a contract will be awarded by the City for the work to be performed under this Agreement.

CONSIDERATION – Each party agrees that the promises made by the other party and the benefits to be derived from their execution are full and sufficient consideration for entering into this Agreement.

THE CITY WILL – (the City promises to):

1. Conduct a pre-inspection of the water service line where it enters inside the building and connects to the meter (to determine if the meter setting is correct and if the meter should be replaced). If necessary, either or both of these items will be corrected/replaced at no cost to the undersigned owner of the property and building (the “Owner”);
2. Have a new non-lead private water service line constructed at City expense, from the curb box in the public right-of-way to the water meter on the Owner’s property, including the meter setting and any necessary connections to reset the water meter. The existing private water service line will be disconnected and capped off inside the building;
3. Restore the Owner’s property disturbed by construction, including sodding of grass areas on the property and interior portions of the building disturbed by such work. However, restoration will not include interior finished work (i.e. woodwork, tiling, carpeting, painting, etc.) or premise plumbing work (including fixtures);
4. Require the contractor doing the work to provide adequate insurance to protect the Owner against any loss that may result from damage caused by negligent construction operations on the Owner’s property, and to require the contractor to provide the City with proof of such coverage; and
5. Guarantee to the Owner that any work done shall be free from defects in material and workmanship for a period of one year from its completion.

THE OWNER WILL – (the Owner promises to):

1. Confirm that the Owner(s) is the only owner or owners of the above referenced property;
2. Permit temporary access and right of entry to and upon the above-referenced property to the City and the City’s designated contractor(s) to perform a pre-inspection as described above, to enable construction and testing of the new private water service line and to enable any needed adjustments, maintenance, or repairs during the guarantee period;
3. Provide clear and unobstructed access to the area where the water line enters the basement or crawlspace. This includes the removal of drywall, paneling, fixtures, and carpeting that may obstruct or hide the area where the service line enters the basement or crawlspace;

WATER SERVICE REPLACEMENT AGREEMENT

4. Assume full responsibility for the maintenance, repair, and the replacement of the private part of the water service line, located on the above-referenced property, after expiration of the guarantee period. After the end of the guarantee period of one year, the responsibility of each party (City and the Owner) shall be as shown on the diagram below;

5. Provide necessary watering and care to the sod installed during restoration of lawn areas; and

6. Hold the City of Quincy, its employees, and the City's designated Contractor(s) harmless and free from any claim or liability for damage done in performance of the water service line replacement work.

MISCELLANEOUS TERM – the responsibility of the maintenance, repair, and replacement of the water service located in the public right-of-way will be pursuant to City of Quincy's Water System Rules and Regulations.

Dated this ____ day of _____, 20____.

By: _____
Owner - Signature

By: _____
Owner -Signature

Owner - Print Name

Owner - Print Name

Owner – Phone #

If other than the owner listed above, please provide the name and phone number of the individual who will be able to grant the contractor daytime access to the building to replace the service line.

Print Name

Phone #

Accepted: City of Quincy, Illinois, this ____ day of _____, 20__ by:

Signature

Print Name / Title

Part 4. Project Location Maps

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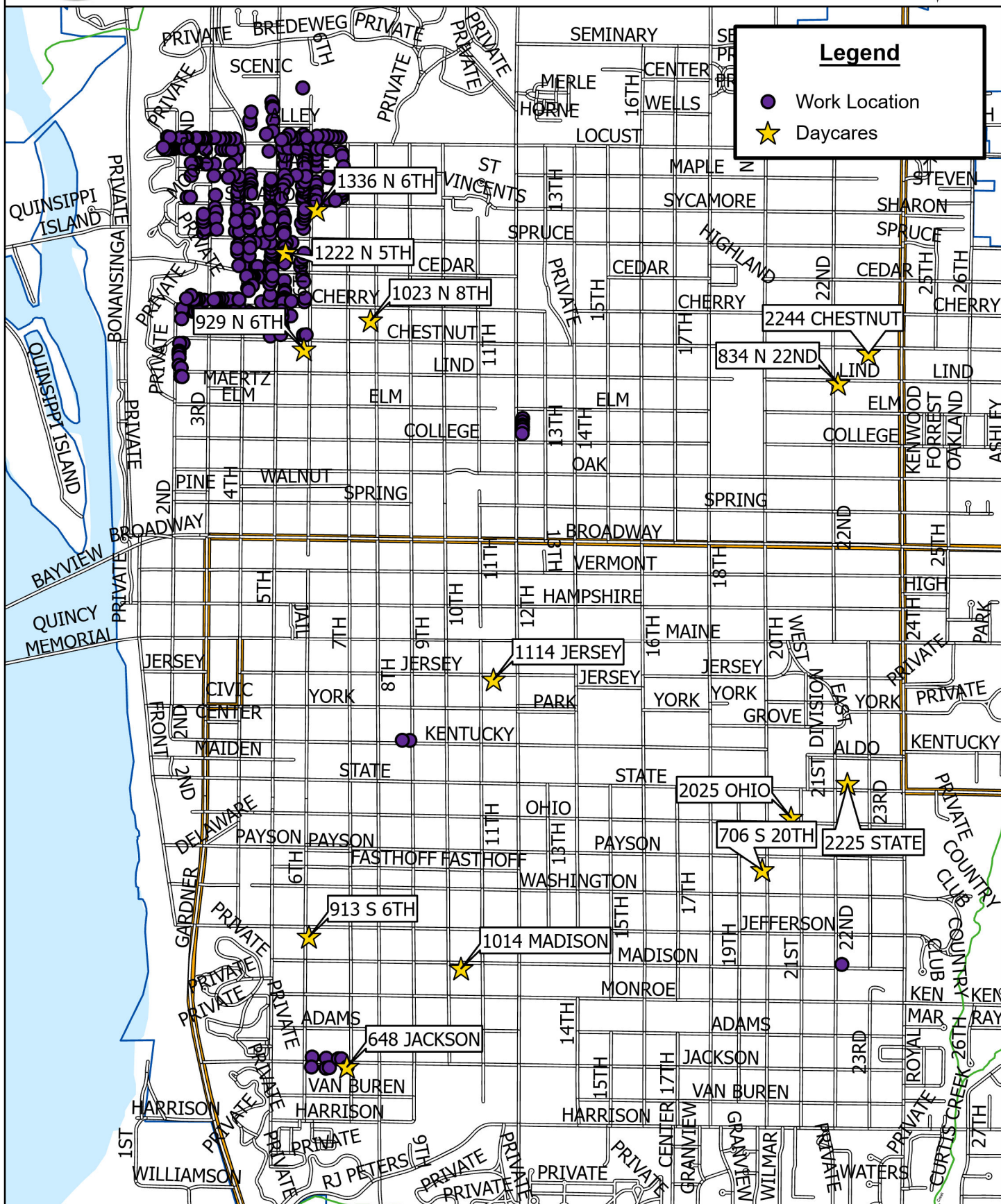
2025 LEAD SERVICE LINE REPLACEMENT PROJECT CITY OF QUINCY, ILLINOIS PROJECT MAP

0 0.2 0.4 0.8 Miles



Legend

- Work Location
- ★ Daycares



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2025 LEAD SERVICE LINE REPLACEMENT PROJECT




CITY OF QUINCY, ILLINOIS




PROJECT MAP



LEGEND

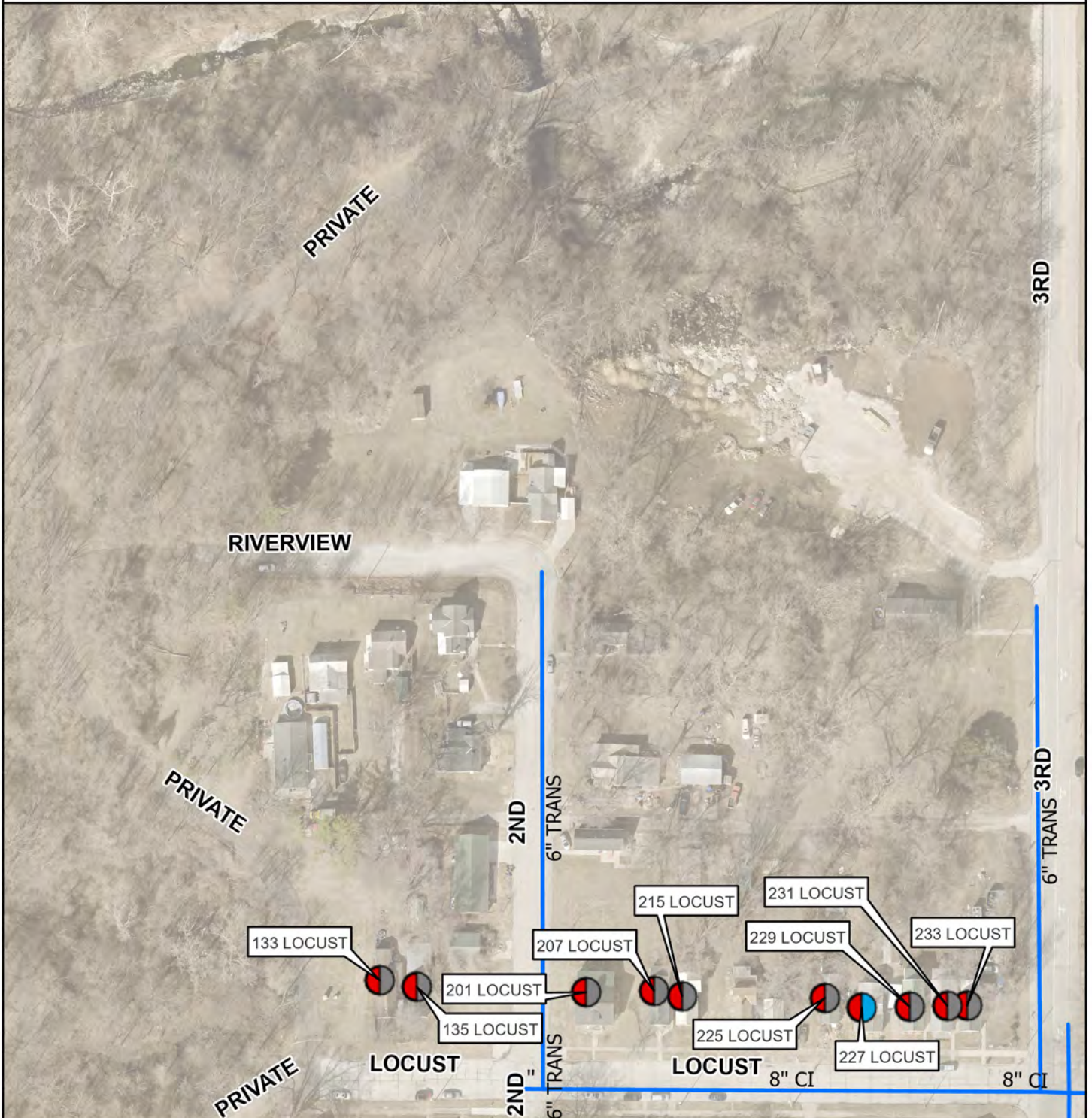
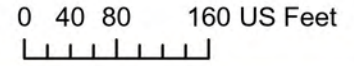
Utility Side | Customer Side

-  Lead | Lead
-  Lead | Galvanized Requiring Replacement
-  Lead | Non-Lead

-  Lead | Unknown
-  Non-Lead | Unknown
-  Non-Lead | Galvanized Requiring Replacement

 Property Lines

 Water Main





2025 LEAD SERVICE LINE REPLACEMENT PROJECT

CITY OF QUINCY, ILLINOIS

PROJECT MAP



LEGEND

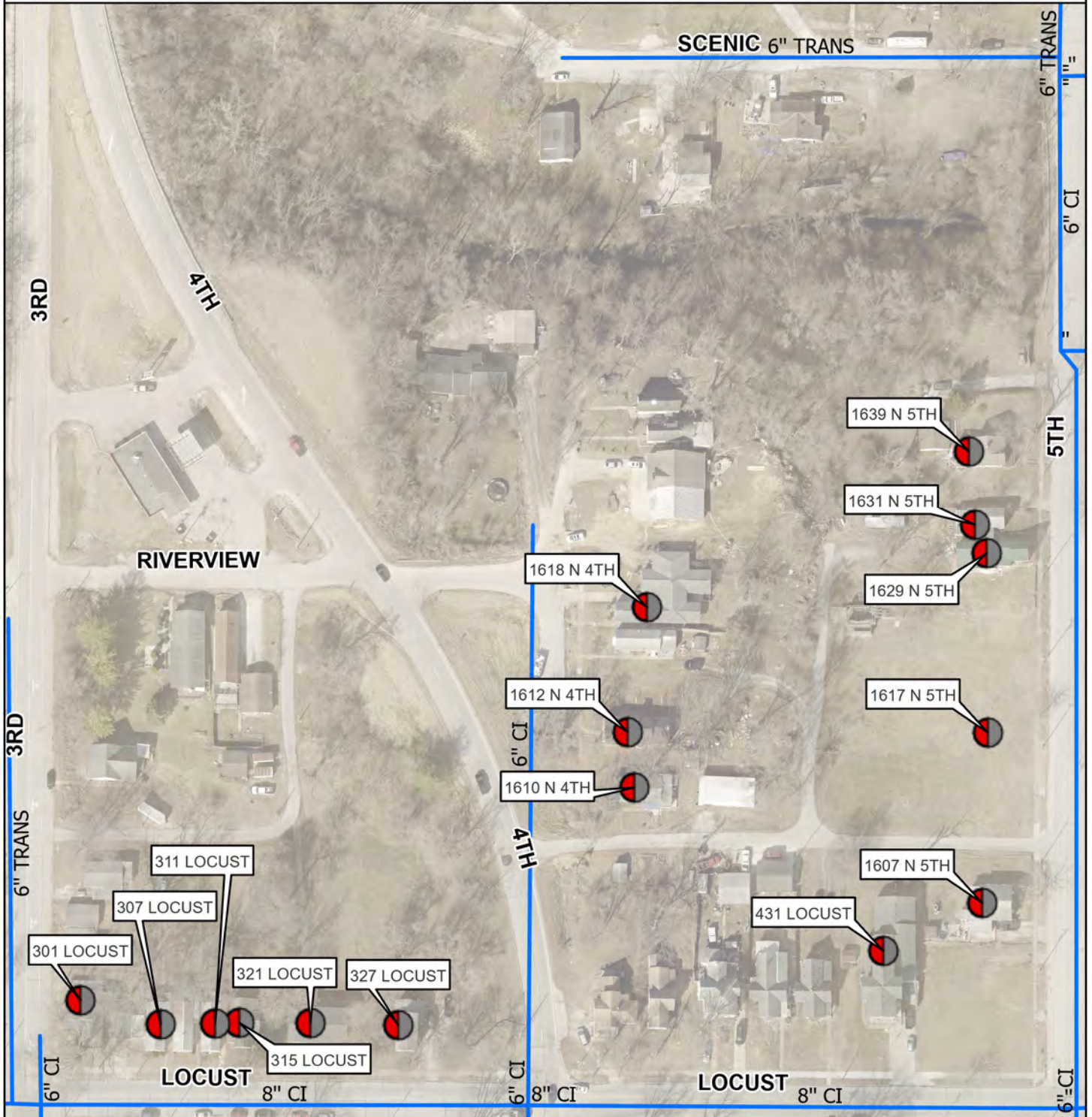
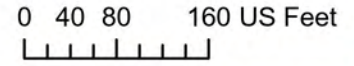
Utility Side | Customer Side

- Lead | Lead
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- Lead | Non-Lead

- Lead | Unknown
- Non-Lead | Unknown
- Non-Lead | Galvanized Requiring Replacement

Property Lines

Water Main





2025 LEAD SERVICE LINE REPLACEMENT PROJECT

CITY OF QUINCY, ILLINOIS

PROJECT MAP



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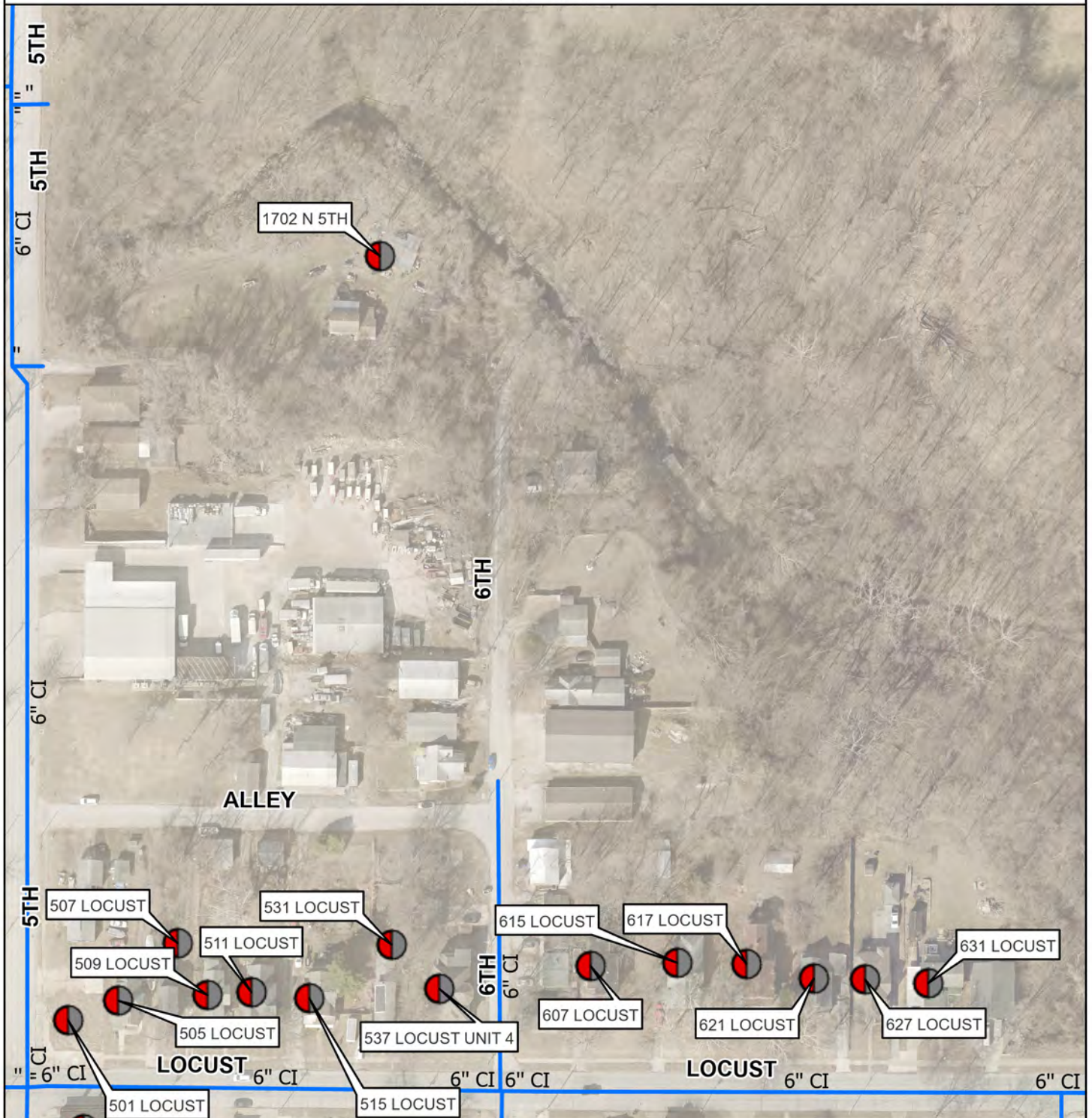
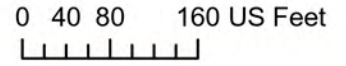
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- Lead | Non-Lead

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- Non-Lead | Unknown
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Property Lines

Water Main





2025 LEAD SERVICE LINE REPLACEMENT PROJECT

CITY OF QUINCY, ILLINOIS

PROJECT MAP



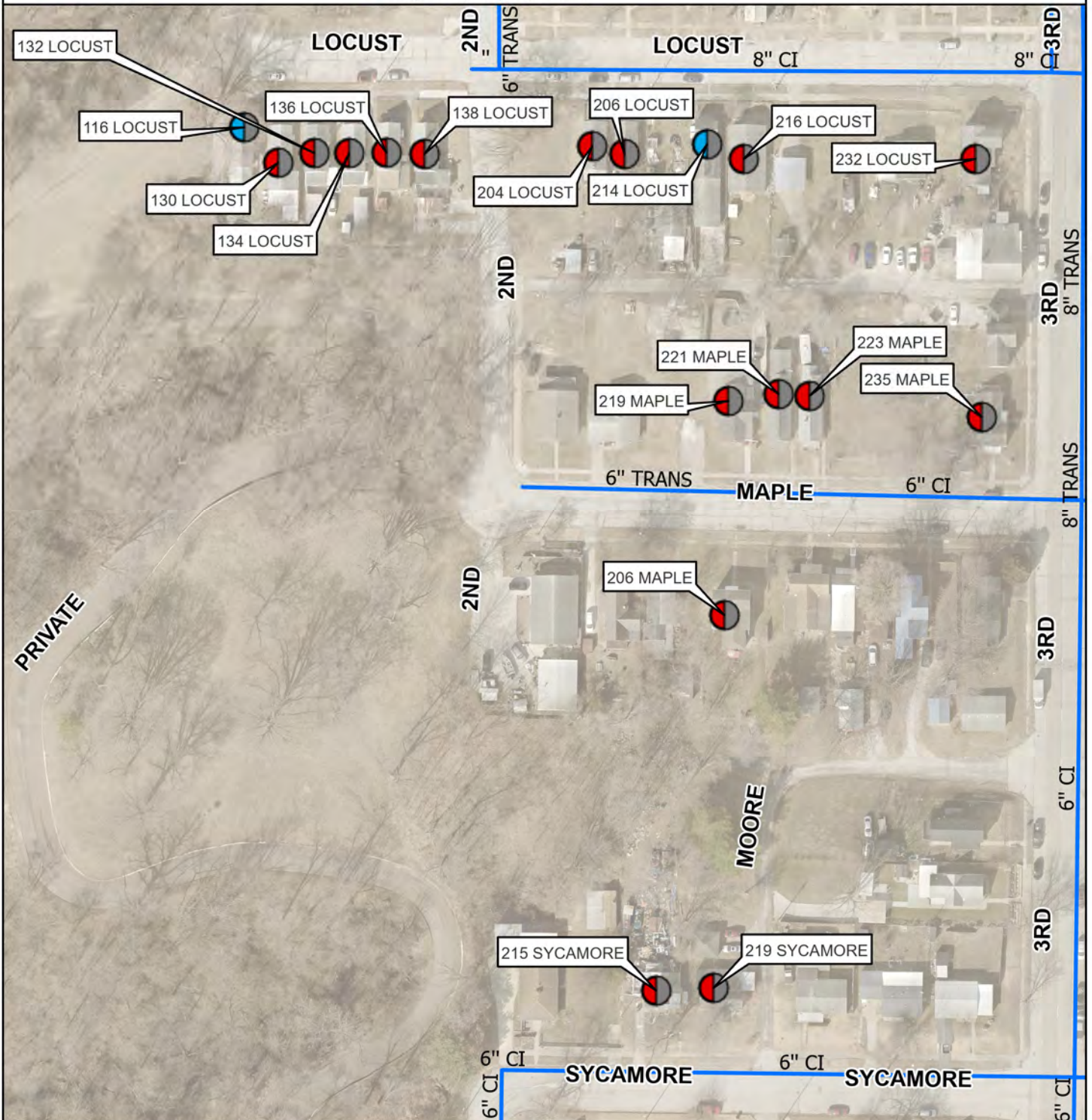
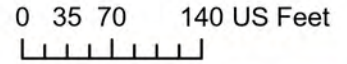
LEGEND

Utility Side | Customer Side

- Lead | Lead
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- Lead | Non-Lead
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- Non-Lead | Unknown
- Non-Lead | Galvanized Requiring Replacement

Property Lines

Water Main





2025 LEAD SERVICE LINE REPLACEMENT PROJECT

CITY OF QUINCY, ILLINOIS

PROJECT MAP



LEGEND

Utility Side | Customer Side

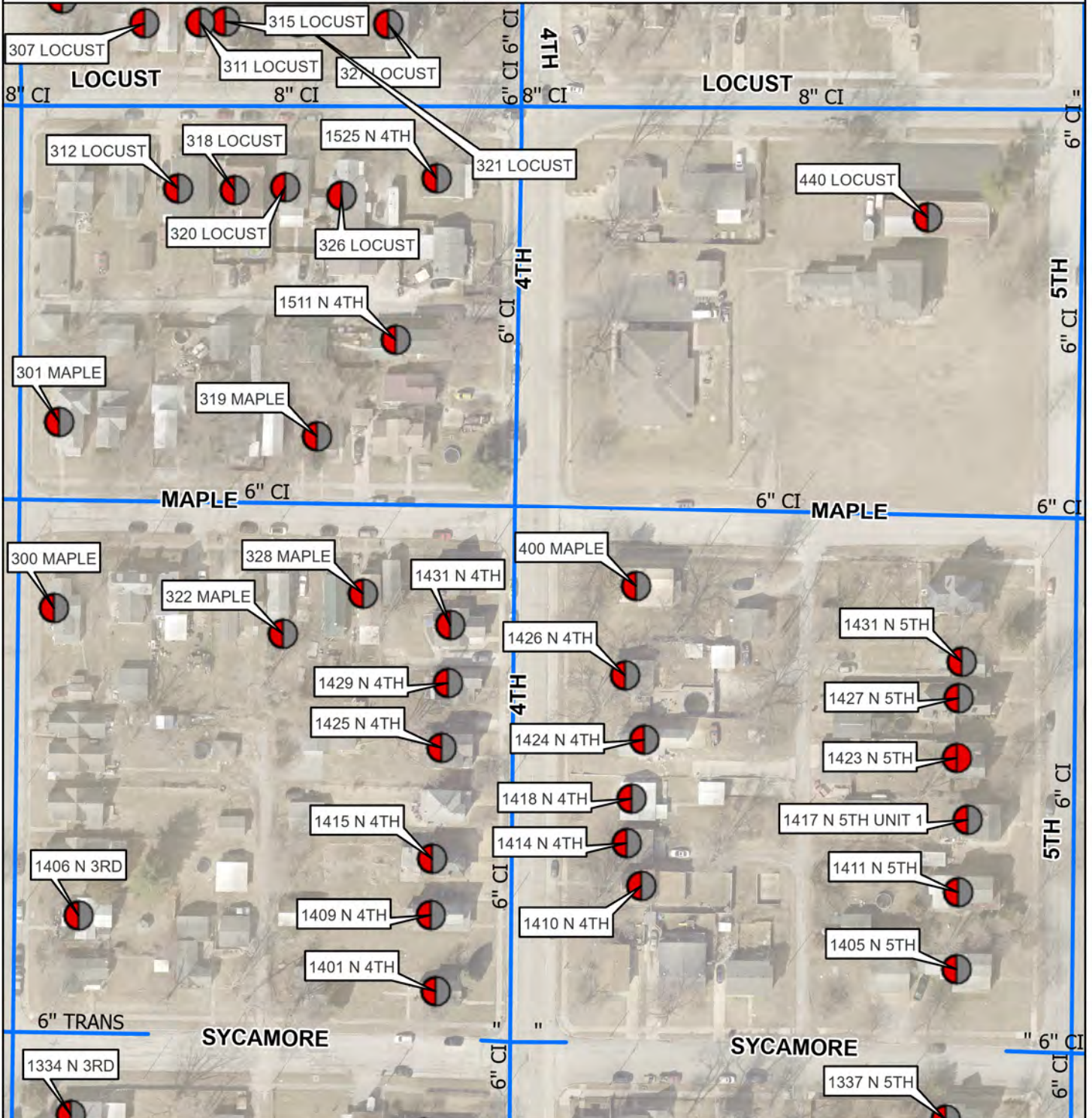
- Lead | Lead
- Lead | Galvanized Requiring Replacement
- Lead | Non-Lead

- Lead | Unknown
- Non-Lead | Unknown
- Non-Lead | Galvanized Requiring Replacement

Property Lines

Water Main

0 37.575 150 US Feet





2025 LEAD SERVICE LINE REPLACEMENT PROJECT

CITY OF QUINCY, ILLINOIS

PROJECT MAP



LEGEND

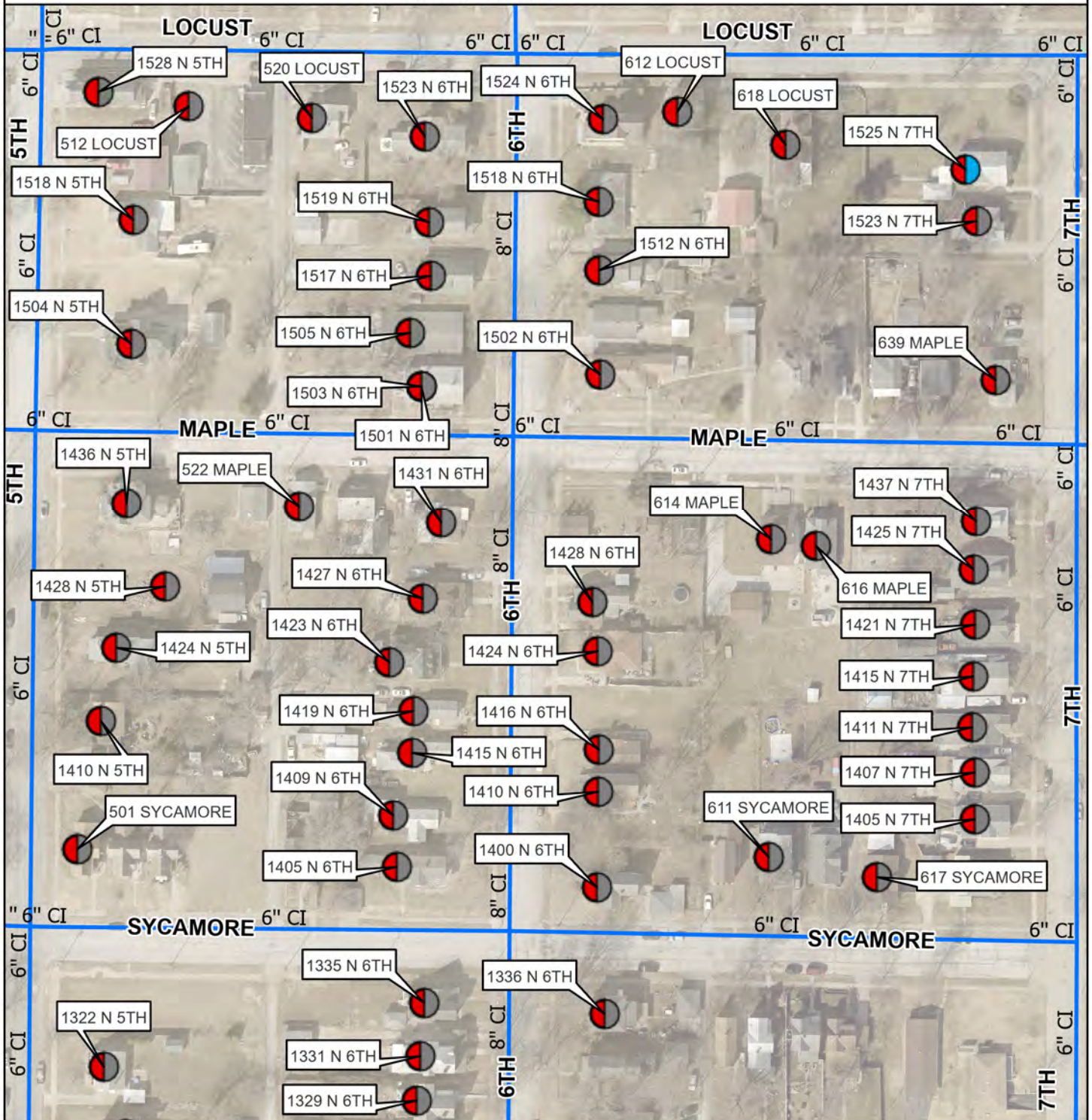
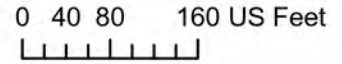
Utility Side | Customer Side

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- Lead | Non-Lead

- Lead | Unknown
- Non-Lead | Unknown
- Non-Lead | Galvanized Requiring Replacement

Property Lines

Water Main





2025 LEAD SERVICE LINE REPLACEMENT PROJECT

CITY OF QUINCY, ILLINOIS

PROJECT MAP



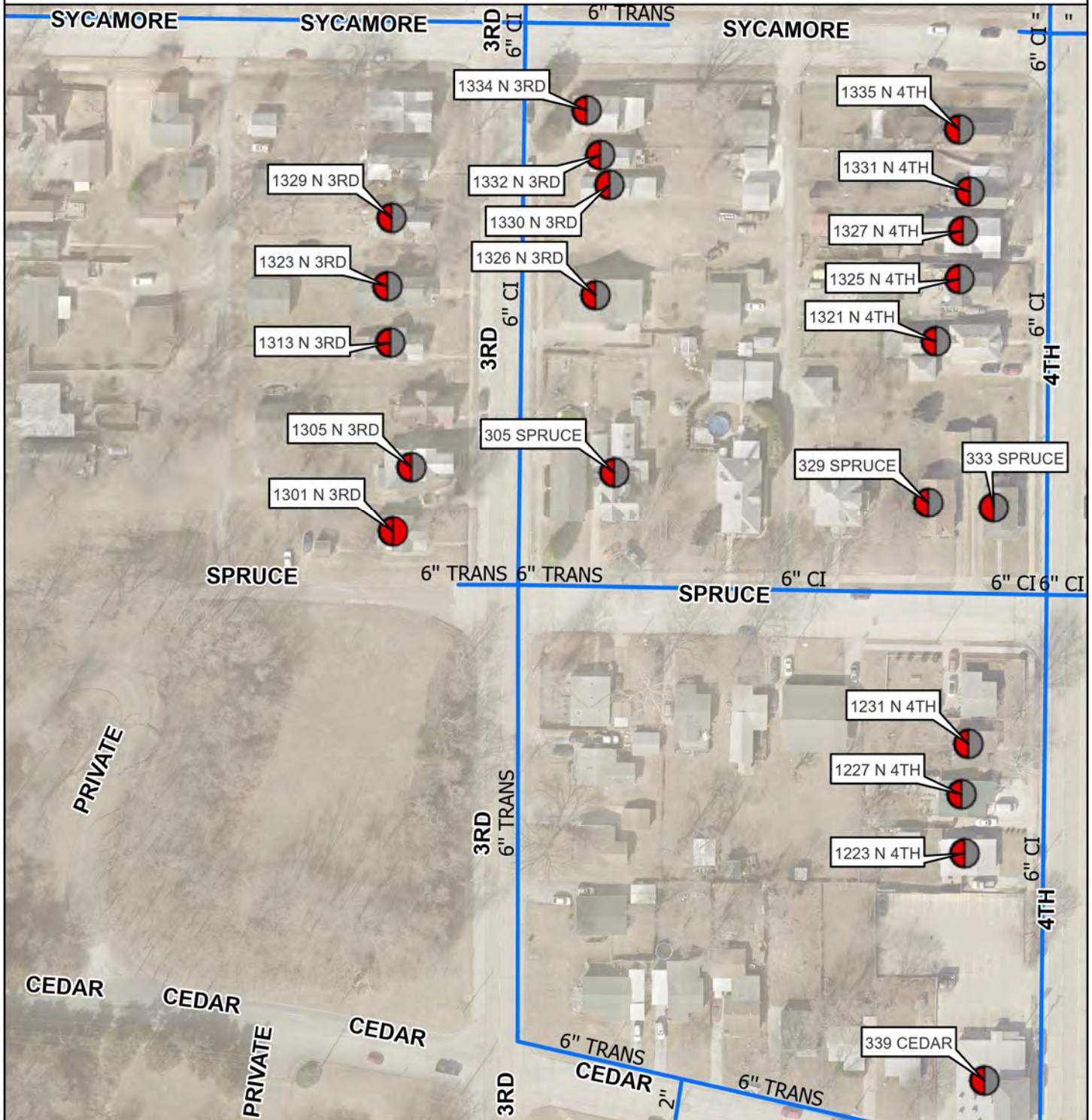
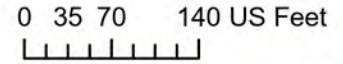
LEGEND

Utility Side | Customer Side

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- Lead | Non-Lead
- Lead | Unknown
- Non-Lead | Unknown
- Non-Lead | Galvanized Requiring Replacement

Property Lines

Water Main





2025 LEAD SERVICE LINE REPLACEMENT PROJECT

CITY OF QUINCY, ILLINOIS

PROJECT MAP



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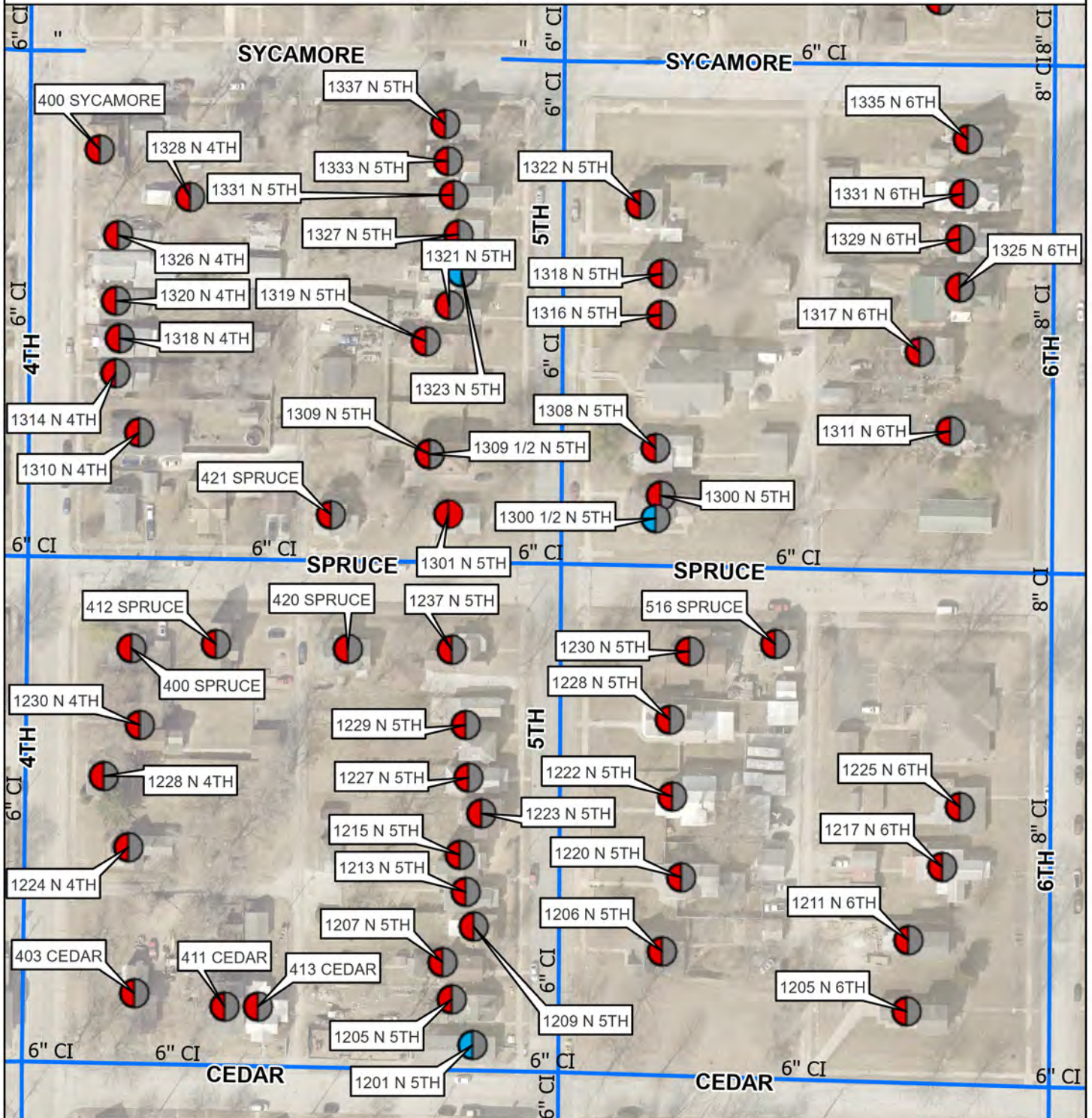
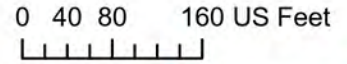
Utility Side | Customer Side

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- Lead | Non-Lead

- Lead | Unknown
- Non-Lead | Unknown
- Non-Lead | Galvanized Requiring Replacement

Property Lines

Water Main





2025 LEAD SERVICE LINE REPLACEMENT PROJECT

CITY OF QUINCY, ILLINOIS

PROJECT MAP



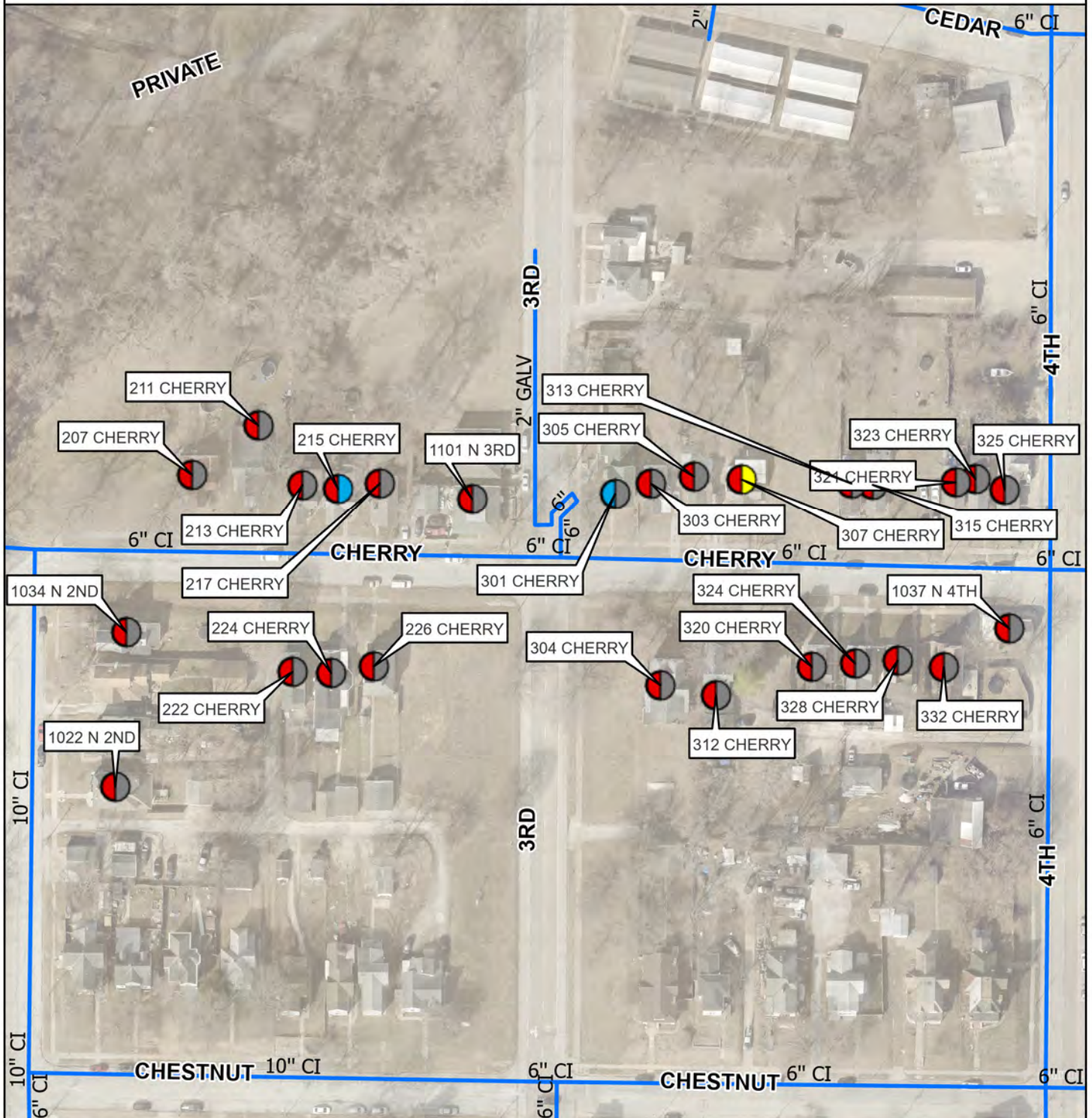
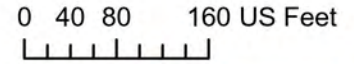
LEGEND

Utility Side | Customer Side

- | | | | |
|--|--------------------------------------------|--|------------------------------------------------|
| | Lead Lead | | Lead Unknown |
| | Lead Galvanized
Requiring Replacement | | Non-Lead Unknown |
| | Lead Non-Lead | | Non-Lead Galvanized
Requiring Replacement |

Property Lines

Water Main





2025 LEAD SERVICE LINE REPLACEMENT PROJECT

CITY OF QUINCY, ILLINOIS

PROJECT MAP



LEGEND

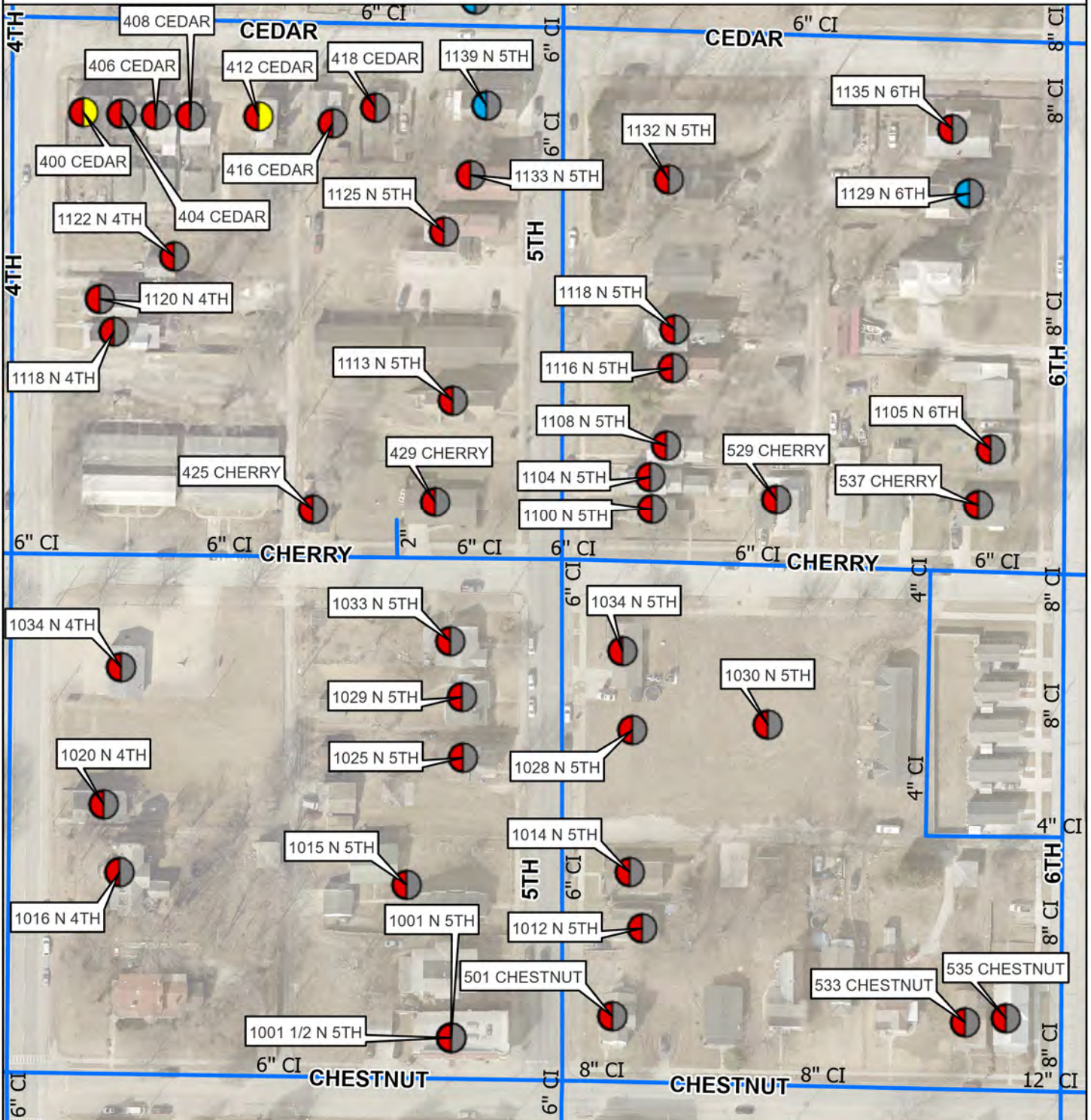
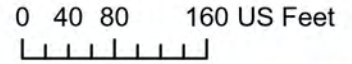
Utility Side | Customer Side

- Lead | Lead
- Lead | Galvanized Requiring Replacement
- Lead | Non-Lead

- Lead | Unknown
- Non-Lead | Unknown
- Non-Lead | Galvanized Requiring Replacement

Property Lines

Water Main





2025 LEAD SERVICE LINE REPLACEMENT PROJECT

CITY OF QUINCY, ILLINOIS

PROJECT MAP



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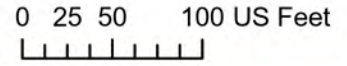
Utility Side | Customer Side

- Lead | Lead
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- Lead | Non-Lead

- Lead | Unknown
- Non-Lead | Unknown
- Non-Lead | Galvanized Requiring Replacement

Property Lines

Water Main





2025 LEAD SERVICE LINE REPLACEMENT PROJECT

CITY OF QUINCY, ILLINOIS

PROJECT MAP



LEGEND

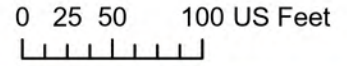
Utility Side | Customer Side

- Lead | Lead
- Lead | Galvanized Requiring Replacement
- Lead | Non-Lead

- Lead | Unknown
- Non-Lead | Unknown
- Non-Lead | Galvanized Requiring Replacement

Property Lines

Water Main





2025 LEAD SERVICE LINE REPLACEMENT PROJECT

CITY OF QUINCY, ILLINOIS

PROJECT MAP



LEGEND

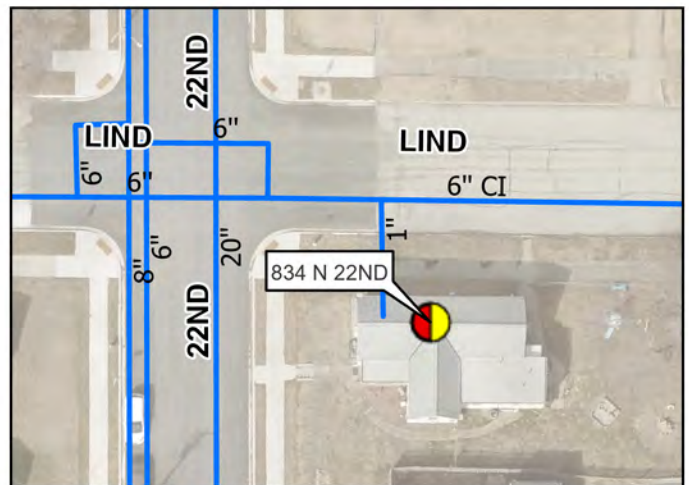
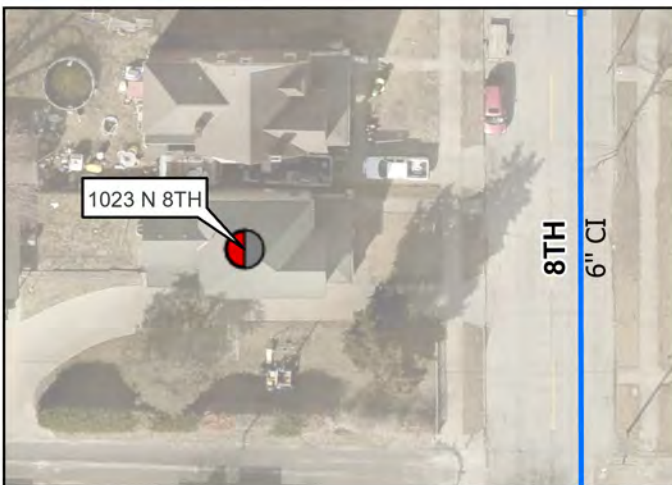
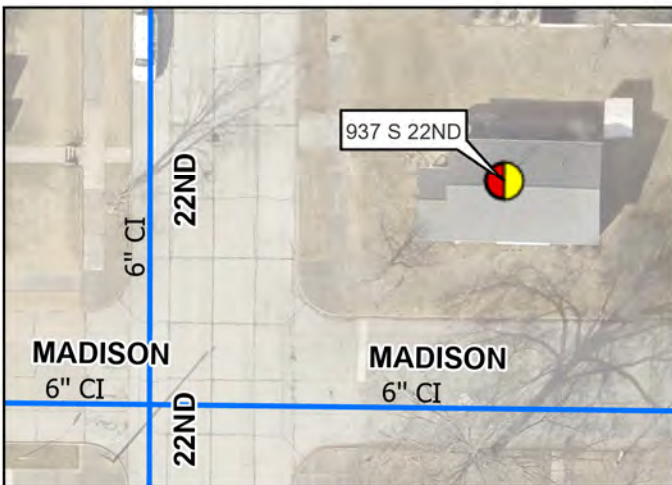
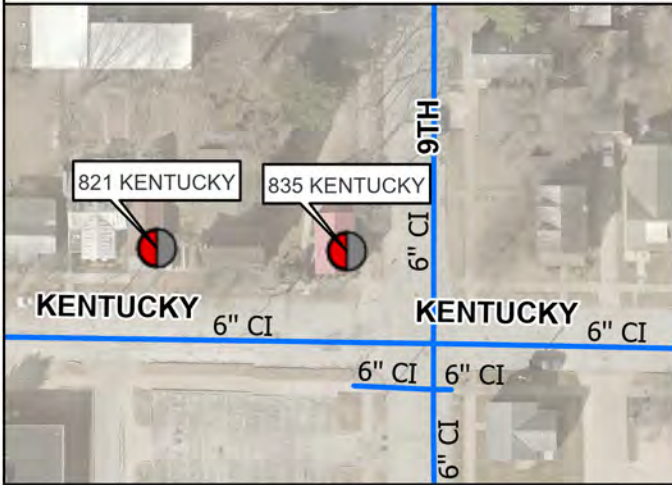
Utility Side | Customer Side

-  Lead | Lead
-  Lead | Galvanized Requiring Replacement
-  Lead | Non-Lead
-  Lead | Unknown
-  Non-Lead | Unknown
-  Non-Lead | Galvanized Requiring Replacement

 Property Lines

 Water Main

SCALES VARY





2025 LEAD SERVICE LINE REPLACEMENT PROJECT




CITY OF QUINCY, ILLINOIS




PROJECT MAP




LEGEND

Utility Side | Customer Side

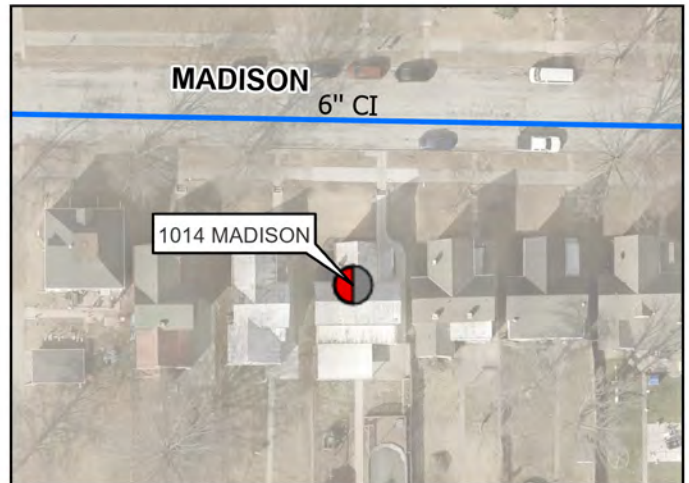
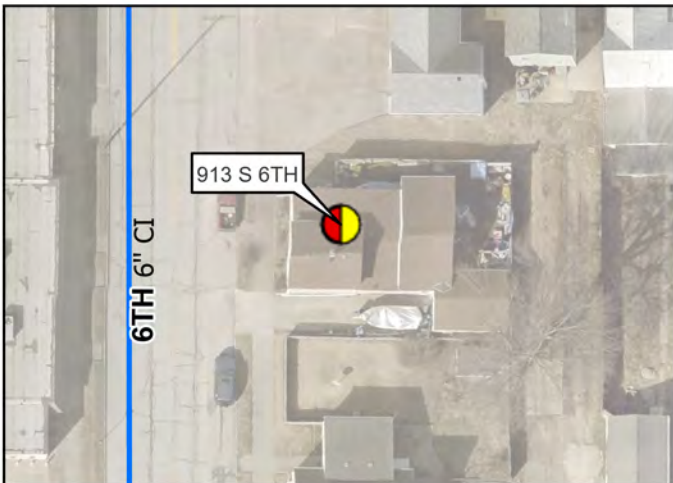
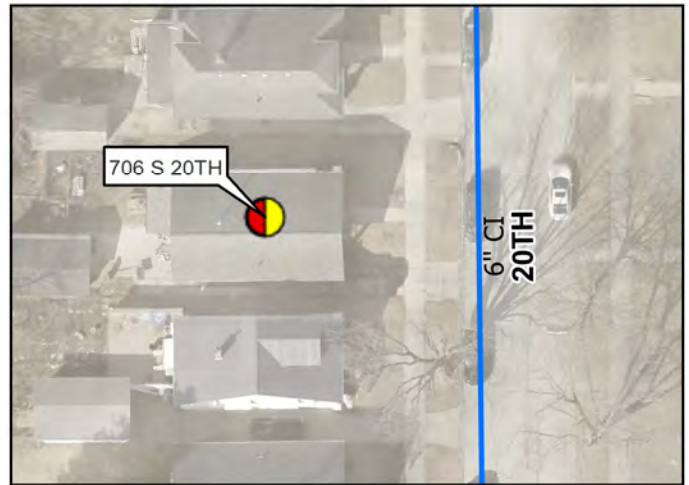
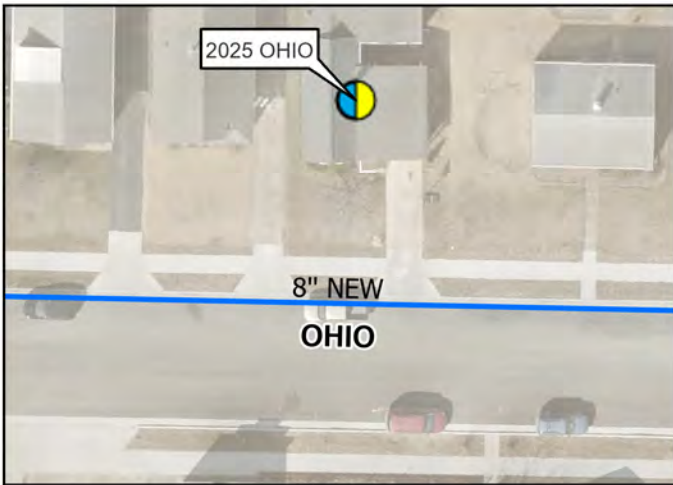
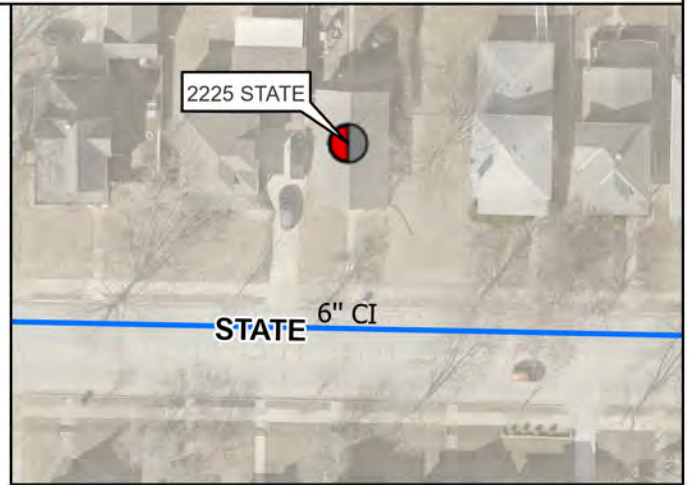
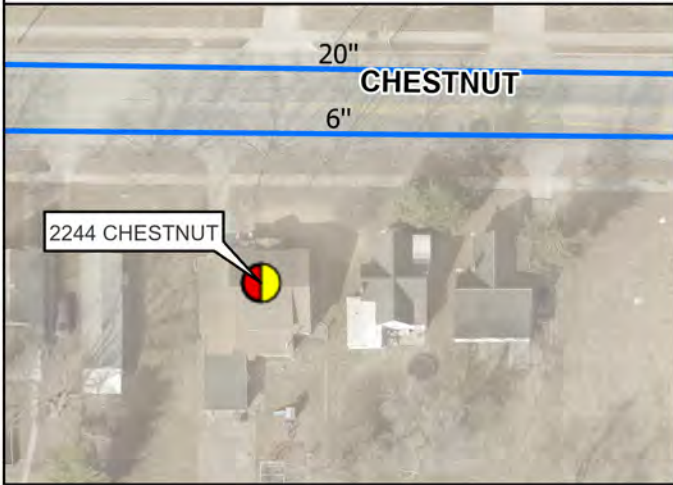
-  Lead | Lead
-  Lead | Galvanized Requiring Replacement
-  Lead | Non-Lead

-  Lead | Unknown
-  Non-Lead | Unknown
-  Non-Lead | Galvanized Requiring Replacement

 Property Lines

 Water Main

SCALES VARY



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Part 5. Service Line Location Information

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Address	Size of Tap	Street of Tap	Tap Location	Curb Stop Location
1406 N 3rd St	5/8"	3rd	4 feet South of South line of House, 23 feet West of East line of Street	1 feet 6 inches South of South line of House, 11 feet 6 inches West of East line of Street
1334 N 3rd St	5/8"	North 3rd	8 feet 10 inches North of South line of House, 25 feet West of East line of Street	2 feet East of east line of Curb, 8 feet 10 inches North of South line of House
1332 N 3rd St	5/8"	North 3rd	26 feet West of East line of Street, 5 feet 11 inches North of South line of House	6 feet 6 inches North of South line of House, 2 feet East of East line of Curb
1330 N 3rd St	5/8"	3rd	6 feet North of South line of House, 26 feet West of East line of Street	11 feet West of East line of Street, 2 feet East of East line of Curb
1326 N 3rd St	5/8"	3rd	8 feet North of South line of House, 24 feet 8 inches West of East line of Street	23 feet South of North line of House, 2 feet 6 inches East of East line of Curb
1329 N 3rd St	5/8"	3rd	1 feet South of North line of House, 24 feet 6 inches West of East line of Street	10 feet 6 inches East of West line of Street, 3 feet West of West line of Curb
1323 N 3rd St	5/8"	3rd	25 feet South of North line of House, 25 feet West of East line of Street	25 feet 10 inches South of North line of House, 10 feet 9 inches East of West line of Street
1313 N 3rd St	5/8"	3rd	13 feet North of Ext. South line of House, 25 feet West of East line of Street	12 feet 6 inches North of Ext. South line of House, 11 feet East of West line of Street
1305 N 3rd St	5/8"	North 3rd	25 feet 4 inches West of East line of Street, 34 feet South of North line of House	2 feet West of West line of Curb, 2 feet North of Ext. South line of House
1301 N 3rd St	5/8"	3rd	11 feet North of Ext. South line of House, 25 feet 10 inches West of Ext. East line of Street	11 feet North of Ext. South line of House, 10 feet 9 inches East of West line of Street

Address	Size of Tap	Street of Tap	Tap Location	Curb Stop Location
1101 N 3rd St	5/8"	Cherry	1 feet 8 inches East of West line of House, 23 feet South of North line of Street	2 feet 6 inches East of West line of House, 3 feet 6 inches North of North line of Curb
1618 N 4th St	5/8"	North 4th	15 feet 6 inches South of North line of House, 21 feet East of West line of Street	14 feet 6 inches South of North line of House, 10 feet 6 inches West of East line of Street
1612 N 4th St	5/8"	North 4th	21 feet East of West line of Street, 2 feet 6 inches South of North line of House	6 feet 6 inches East of East line of Curb, 1 feet South of North line of House
1610 N 4th St	5/8"	North 4th	8 feet 9 inches South of North line of House, 27 feet 6 inches West of East line of Curb	7 feet 4 inches South of North Main line of House, 4 feet East of East line of Curb
1525 N 4th St	5/8"	Locust	20 feet W.W.L of 4th / 12' E.E.L of House, 26 feet North of South line of Street	12 feet East of East line of House, 1 feet South of South line of Curb
1511 N 4th St	5/8"	4th	15 feet South of North line of House, 25 feet East of West line of Street	15 feet South of North line of House, 2 feet 6 inches West of West line of Curb
1431 N 4th St	5/8"	Maple	21 feet South of North line of Maple, 22 feet 2 inches East of West line of Street	10 feet 6 inches North of South line of House, 1 feet 6 inches West of West line of Curb
1429 N 4th St	5/8"	4th	19 feet 3 inches South of North line of House, 25 feet 3 inches East of West line of Street	19 feet 6 inches South of North line of House, 1 feet West of West line of Curb
1425 N 4th St	5/8"	4th	1 feet 6 inches North of South line of House, 25 feet East of West line of Street	1 feet North of South line of House, 1 feet 6 inches West of West line of Curb
1415 n 4th St	5/8"	4th	25 feet 6 inches South of North line of House, 24 feet East of West line of Street	5 feet 4 inches South of South line of House, 1 feet 9 inches West of West line of Curb

Address	Size of Tap	Street of Tap	Tap Location	Curb Stop Location
1409 N 4th St	5/8"	4th	7 feet South of South line of House, 25 feet East of West line of Street	1 feet 6 inches West of West line of Curb, 7 feet 8 inches S.S.L of House / 23' S.N.L of House
1401 N 4th St	5/8"	4th	33 feet North of North line of Sycamore, 24 feet 6 inches East of West line of Street	1 feet South of North line of House, 1 feet 6 inches West of West line of Curb
1426 N 4th St	5/8"	No. 4th	4 feet 8 inches South of North line of House, 25 feet East of West line of Street	1 feet 9 inches East of East line of Curb, 1 foot 4 inches South of North line of House
1424 N 4th St	5/8"	4th Street	1 feet North of North line of House, 25 feet East of West line of Street	1 feet 10 inches East of East line of Curb, 2 feet 8 inches North of South line of House
1418 N 4th St	5/8"	4th	194 feet North of North line of Sycamore, 24 feet 6 inches East of West line of Street	15 feet 6 inches South of North line of House, 2 feet East of East line of Curb
1414 N 4th St	5/8"	4th	161 feet North of North line of Sycamore, 24 feet 6 inches East of West line of Street	8 feet South of North line of House, 2 feet East of East line of Curb
1410 N 4th St	5/8"	4th	6 feet North of South line of House, 25 feet East of West line of Street	7 feet North of South line of House, 1 feet 6 inches East of East line of Curb
1335 N 4th St	5/8"	4th	25 feet East of West line of Street, 25 feet 6 inches South of South line of Sycamore	19 feet North of South line of House, 2 feet West of West line of Curb
1331 N 4th St	5/8"	4th	25 feet East of West line of Street, On North line of House	1 feet South of North line of House, 2 feet West of West line of Curb
1327 N 4th St	5/8"	North 4th	15 feet North of South line of House, 26 feet East of West line of Street	14 feet 6 inches North of South line of House, 1 foot West of West line of Curb

Address	Size of Tap	Street of Tap	Tap Location	Curb Stop Location
1325 N 4th St	5/8"	4th	25 feet 4 inches East of West line of Street, 13 feet North of South line of House	12 feet 8 inches North of South line of House, 1 feet 6 inches West of West line of Curb
1321 N 4th St	5/8"	4th	7 feet 4 inches North of South line of House, 26 feet East of West line of Street	7 feet North of South line of House, 6 inches West of West line of Curb
1326 N 4th St	5/8"	North 4th	268 feet North of North line of Spruce, 26 feet East of West line of Street	1 feet North of South line of House, 2 feet 6 inches East of East line of Curb
1320 N 4th St	5/8"	4th.	8 feet 6 inches South of North line of House, 24 feet East of West line of Street	7 feet North of South line of House, 1 feet East of East line of Curb
1318N 4th St	5/8"	No. 4th	2 feet 6 inches South of South line of House, 41 feet 2 inches West of East line of Street	1 feet 6 inches South of South line of House, 2 feet East of East line of Curb
1314 N 4th St	5/8"	North 4th	145 feet North of North line of Spruce, 26 feet 6 inches East of West line of Street	2 feet East of East line of Curb, 3 feet 6 inches North of South line of House
1310 N 4th St	5/8"	North 4th.	6 feet 7 inches North of North line of House, 24 feet East of West line of Street	6 feet 7 inches North of North line of House, 1 feet East of East line of Curb
1231 N 4th St	5/8"	North 4th	172 feet 6 inches North of South line of 1224 North 4th, 24 feet East of West line of Street	4 feet West of West line of Curb, On North line of House
1227 N 4th St	5/8"	No. 4th	92 feet North of South line of 1224, 24 feet East of West line of Street	8 feet 6 inches South of South line of House, 2 feet 6 inches West of West line of Curb
1223 N 4th St	5/8"	North 4th	50 feet 6 inches North of South line of 1224 North 4th, 24 feet East of West line of Street	6 inches North of South line of House, 2 feet West of west line of Curb

Address	Size of Tap	Street of Tap	Tap Location	Curb Stop Location
1230 N 4th St	5/8"	No. 4th	23 feet East of West line of Street, 2 feet 6 inches South of North line of House(brick side)	2 feet South of North line of House(brick side), 1 foot 6 inches East of East line of Curb
1228 N 4th St	5/8	4th Street	8 feet 6 inches South of North line of House, 24 feet East of West line of Street	9 feet South of North line of House, 2 feet 6 inches East of East line of Curb
1224 N 4th St	5/8"	No. 4th	9 feet 4 inches South of South line of House, 24 feet 6 inches East of West line of Street	8 feet 10 inches South of South line of House, 1 foot East of East line of Curb
1120 N 4th St	5/8"	N. 4th	193 feet 5 inches South of South line of Cedar St., 23 feet 6 inches East of West line of 4th. St.	6 inches East of East line of Curb, 3 feet 3 inches South of North line of House
1118 N 4th St	5/8"	North 4th	7 feet 8 inches North of South line of House, 24 feet East of West line of Street	7 feet 10 inches North of South line of House, 10 inches East of East line of Curb
1702 N 5th St	5/8"	North 5th	21 feet 2 inches North of North line of 1638 N. 5th, 24 feet West of East line of Street	23 feet 5 inches North of North line of 1638 N. 5th, 8 feet East of East line of Curb
1639 N 5th St	5/8"	North 5th	2 feet South of South line of House, 38 feet East of Botton of Stone Steps	3 feet 6 inches South of South line of House, 29 feet East of East line of House
1631 N 5th St	5/8"	North 5th	23 feet North line of House, 25 feet West of East line of Street	8 feet North of North line of House 1629, 15 feet East of East line of 1629
1629 N 5th St	5/8"	North 5th	45 feet East of East line of House, 22 feet South of North line of House	4 inches South of South Extreme line of House, 1 foot West of West line of Curb
1617 N 5th St	5/8"	North 5th	11 feet South of North line of House, 22 feet 6 inches West of East line of Street	30 feet East of East line of House, 3 feet North of South line of House

Address	Size of Tap	Street of Tap	Tap Location	Curb Stop Location
1607 N 5th St	5/8"	North 5th	3 feet 6 inches North of South line of House, 20 feet West of East line of Street	3 feet North of South line of House, 11 feet East of West line of Street
1528 N 5th St	5/8"	Locust	23 feet 6 inches North of South line of Street, 21 feet 4 inches West of East line of House	4 feet South of South line of Curb, 20 feet 9 inches West of East line of House
1518 N 5th St	5/8"	North 5th	11 feet 4 inches North of South line of House, 24 feet 11 inches West of East line of Street	9 feet 3 inches North of South line of House, 12 feet West of East line of Street
1504 N 5th St	5/8"	North 5th	27 feet 9 inches South of North line of House, 24 feet 11 inches West of East line of Street	1 feet East of East line of Curb, 10 feet 9 inches North of Extreme South line of House
1431 N 5th St	5/8"	North 5th	6 feet North of South line of House, 25 feet 9 inches West of East line of Street	6 feet 2 inches North of South line of House, 1 feet 3 inches West of West line of Curb
1427 n 5th St	5/8"	North 5th	4 feet 2 inches North of South line of House, 25 feet 9 inches West of East line of Street	4 feet 3 inches North of South line of House, 9 inches West of West line of Curb
1423 N 5th St	5/8"	North 5th	5 feet North of South line of House, 25 feet 9 inches West of East line of Street	3 feet North of South line of House, 1 feet 2 inches West of West line of Curb
1417 N 5th St Unit 1	5/8"	North 5th	5 feet 6 inches North of South line of House, 25 feet 9 inches West of East line of Street	7 feet 4 inches North of South line of House, 10 inches West of West line of Curb
1417 N 5th St Unit 2	0	branched off unit 1 at curb		
1411 N 5th St	3/4"	North 5th	60 feet South of North line of House, 25 feet 9 inches West of East line of Street	36 feet South of South line of House, 1 feet West of West line of Curb

Address	Size of Tap	Street of Tap	Tap Location	Curb Stop Location
1405 N 5th St	5/8"	North 5th	10 feet North of North line of Street, 25 feet 9 inches West of East line of Street	10 feet North of North line of Street, 2 feet 2 inches West of West line of Curb
1436 N 5th St	5/8"	North 5th	5 feet 6 inches South of North line of House, 25 feet 9 inches West of East line of Street	5 feet 6 inches South of North line of House, 1 feet East of East line of Curb
1424 N 5th St	5/8"	North 5th	3 feet 8 inches South of North line of House, 23 feet 6 inches West of East line of Street	4 feet 5 inches South of North line of House, 11 feet West of East line of Street
1410 N 5th St	5/8"	North 5th	8 feet 4 inches South of North line of House, 11 feet 4 inches West of East line of Curb	7 feet 10 inches South of North line of House, 1 feet 4 inches East of East line of Curb
1337 N 5th St	3/4"	N. 5th	31 feet 4 inches South of North line of House, 23 feet 6 inches West of East line of Street	1 feet 7 inches West of West line of Curb, 5 feet South of Extreme South line of House
1333 N 5th St	5/8"	N. 5th	18 feet 6 inches South of North line of House, 23 feet 6 inches West of East line of Street	19 feet South of North line of House, 1 feet 8 inches West of West line of Curb
1331 N 5th St	5/8"	N. 5th	5 feet 6 inches South of South line of House, 23 feet 6 inches West of East line of Street	4 feet 10 inches South of South line of House, 2 feet 5 inches West of West line of Curb
1327 N 5th St	5/8"	N. 5th	27 feet 10 inches South of South line of 1331 N. 5th, 10 feet 6 inches West of East line of Curb	14 feet 6 inches South of North line of Foundation, 1 feet West of West line of Curb
1321 N 5th St	5/8"	N. 5th	3 feet 6 inches South of South line of House, 23 feet 6 inches West of East line of Street	3 feet 5 inches South of South line of House, 1 feet 5 inches West of West line of Curb
1319 N 5th St	5/8"	North 5th	6 inches South of South line of House, 23 feet 6 inches West of East line of Street	2 feet South of South line of House, 2 feet West of West line of Curb

Address	Size of Tap	Street of Tap	Tap Location	Curb Stop Location
1309 1/2 N 5th St		See 1309 North 5th	,	13 feet 9 inches North of South line of House, 2 feet 8 inches West of West line of Curb
1309 n 5th St	5/8"	N. 5th	14 feet 6 inches North of South line of House, 23 feet 6 inches West of East line of Street	12 feet 9 inches North of South line of House, 2 feet 8 inches West of West line of Curb
1301 N 5th St	5/8"	Spruce	53 feet West of West line of 5th, 24 feet South of North line of Street	18 feet 10 inches West of East line of House, 3 feet North of North line of Curb
1322 N 5th St	5/8"	N. 5th	44 feet South of South line of 1340 N. 5th, 10 feet 9 inches West of East line of Curb	6 inches South of North line of House, 1 feet East of East line of Curb
1318 N 5th St	5/8"	N. 5th	3 feet 4 inches South of South line of House, 25 feet West of East line of Street	3 feet 8 inches South of South line of House, 1 foot East of East line of Curb
1316 N 5th St	5/8"	N. 5th	28 feet North of South line of House, 25 feet West of East line of Street	182 feet South of South line of Curb on Sycamore L East, 1 foot East of East line of Curb
1308 N 5th St	5/8"	N. 5th	8 feet South of North line of 1308, 9 feet 6 inches West of East line of Curb	3 feet 6 inches South of North line of House, 2 feet East of East line of Curb
1300 N 5th St	5/8"	N. 5th	14 feet 4 inches South of North line of House, 25 feet West of East line of Street	2 feet East of East line of Curb, 14 feet 3 inches South of Extreme North line of House
1237 N 5th St	5/8"	N. 5th	9 feet West of East line of Curb, 28 feet 6 inches South of North line of Spruce	11 feet 6 inches North of South line of House, 1 feet 8 inches West of West line of Curb
1229 N 5th St	5/8"	N. 5th	2 feet 5 inches North of South line of House, 24 feet 6 inches West of East line of Street	2 feet 9 inches North of South line of House, 1 foot 3 inches West of West line of Curb

Address	Size of Tap	Street of Tap	Tap Location	Curb Stop Location
1227 N 5th St	5/8"	N. 5th	9 feet 6 inches North of South line of House, 22 feet 10 inches West of East line of Street	9 feet 6 inches North of South line of House, 1 feet West of West line of Curb
1223 N 5th St	5/8"	N. 5th	8 feet 6 inches North of South line of House, 24 feet 6 inches West of East line of Street	7 feet 10 inches North of South line of House, 1 feet West of West line of Curb
1215 N 5th St	5/8"	N. 5th	8 feet West of East line of Curb, 1 feet South of South line of House	1 feet West of West line of Curb, In line of South line of House
1213 N 5th St	5/8"	N. 5th	17 feet North of South line of 1213 N. 5th, 9 feet West of East line of Curb	14 feet 6 inches North of South line of 1213 N. 5th, 6 inches West of West line of Curb
1209 N 5th St	5/8"	N. 5th	9 feet West of East line of Curb, 3 inches South of South line of House	1 feet South of South line of House, 11 feet East of West line of Street
1207 N 5th St	5/8"	N. 5th	4 feet 2 inches North of South line of House, 9 feet 6 inches West of East line of Curb	1 feet 5 inches West of West line of Curb, 2 feet 2 inches North of South line of House
1205 N 5th St	5/8"	North 5th	7 feet 3 inches North of South line of House, 9 feet West of East line of Curb	1 fet 3 inches West of West line of Curb, 6 feet 3 inches North of South line of House
1230 N 5th St	5/8"	N. 5th	10 feet 6 inches South of North line of House, 8 feet 6 inches West of East line of Curb	18 feet 8 inches North of Ext.South line of House, 2 feet East of East line of Curb
1228 N 5th St	5/8"	N. 5th	34 feet 2 inches South of North line of House, 24 feet West of East line of Street	1 feet 2 inches East of East line of Curb, 13 feet 6 inches South of Main South line of House
1222 N 5th St	5/8"	N. 5th	12 feet 6 inches South of North line of Bldg, 9 feet West of East line of Curb	12 feet 4 inches South of North line of Bldg, 1 feet 9 inches East of West line of Curb

Address	Size of Tap	Street of Tap	Tap Location	Curb Stop Location
1220 N 5th St	5/8"	N. 5th	2 feet 6 inches North of South line of House, 24 feet West of East line of Street	3 feet 6 inches North of South line of House, 1 feet East of East line of Curb
1206 N 5th St	5/8"	N. 5th	24 feet 6 inches South of North line of House, 24 feet West of East line of Street	23 feet South of North line of House, 8 inches East of East line of Curb
1133 N 5th St	5/8"	North 5th	1 feet 5 inches South of North line of House, 8 feet West of East line of Curb	3 feet 9 inches South of North line of House, 1 foot 11 inches West of West line of Curb
1125 N 5th St	5/8"	North 5th	3 feet 8 inches North of North line of House, 8 feet West of East line of Curb	3 feet 10 inches North of North line of House, 1 feet 8 inches West of West line of Curb
1113 N 5th St	5/8"	North 5th	5 feet 4 inches South of South line of House, 8 feet West of East line of Curb	5 feet South of South line of House, 1 feet West of West line of Curb
1132 N 5th St	5/8"	North 5th	21 feet South of South line of House, 8 feet East of East line of Curb	16 feet 4 inches South of South line of House, 1 feet East of East line of Curb
1118 N 5th St	5/8"	North 5th	17 feet 5 inches South of North line of House, 8 feet West of East line of Curb	17 feet South of North line of House, 1 feet 6 inches East of East line of Curb
1116 N 5th St	5/8"	North 5th	19 feet 6 inches South of North line of House, 8 feet West of East line of Curb	8 feet 6 inches North of South ext. line of House (1116), 1 feet 2 inches East of East line of Curb L.S.
1108 N 5th St	5/8"	North 5th	11 feet South of North line of House, 8 feet West of East line of Curb	11 feet 6 inches South of North line of House, 1 feet East of East line of Curb
1104 N 5th St	5/8"	North 5th	2 feet South of North line of House, 8 feet West of East line of Curb	1 feet 8 inches East of East line of Curb, 2 feet 6 inches South of North line of House

Address	Size of Tap	Street of Tap	Tap Location	Curb Stop Location
1100 N 5th St	5/8"	North 5th	8 feet South of North line of House, 8 feet West of East line of Curb	7 feet 6 inches South of North line of House, 1 feet East of East line of Curb
1523 N 6th St	5/8"	Locust	41 feet West of West line of 6th, 24 feet 6 inches North of South line of Street	3 feet 4 inches South of South line of Curb, 10 feet 8 inches West of East line of House
1519 N 6th St	3/4"	Sixth	18 feet South of South line of Bldg, 12 feet East of West line of Curb	18 feet South of South line of House, 3 feet 6 inches West of West line of Curb
1517 N 6th St	5/8"	North 6th	2 feet 10 inches South of North line of House, 8 feet 9 inches East of West line of Curb	2 feet 6 inches South of North line of House, 1 feet 9 inches West of West line of Curb
1507 N 6th St		See 1505 North 6th		14 feet 6 inches North of South line of House, 3 feet West of West line of Curb
1505 N 6th St	3/4"	Sixth	13 feet 6 inches North of South line of Bldg, 8 feet 5 inches East of West line of Curb	13 feet 6 inches North of South line of House, 3 feet West of West line of Curb
1501 N 6th St	3/4"	North 6th	16 feet North of South line of House, 8 feet East of West line of Curb	2 feet 6 inches West of West line of Curb, 16 feet 11 inches South of South line of House
1503 N 6th St	3/4"	See 1501 North 6th		2 feet 6 inches West of West line of Curb, 17 feet 8 inches South of South line of House
1524 N 6th St	5/8"	Locust	3 feet West of East line of House, 24 feet North of South line of Street	3 feet 6 inches West of East line of House, 4 feet 6 inches South of South line of Curb
1518 N 6th St	5/8"	North 6th	28 feet 10 inches South of South line of House, 9 feet East of West line of Curb	5 feet North of North line of House, 1 feet 6 inches East of East line of Curb

Address	Size of Tap	Street of Tap	Tap Location	Curb Stop Location
1512 N 6th St	5/8"	North 6th	10 feet North of North line of House, 9 feet East of West line of Curb	9 feet 10 inches North of North line of House, 2 feet East of East line of Curb
1502 N 6th St	3/4"	North 6th	21 feet 3 inches South of North line of House, 9 feet East of West line of Curb	21 feet South of North line of House, 1 feet East of East line of Curb
1431 N 6th St	5/8"	North 6th	49 feet 6 inches South of South line of Maple, 9 feet East of West line of Curb	49 feet 6 inches South of South line of Maple, 1 feet W.W.L of Curb / 5' N.S.L of House
1427 N 6th St	5/8"	North 6th	8 feet 6 inches South of North line of House, 9 feet East of West line of Curb	8 feet 4 inches South of North line of House, 1 feet West of West line of Curb
1423 N 6th St	5/8"	North 6th	4 feet 6 inches South of South line of House, 9 feet East of West line of Curb	3 feet 6 inches South of South line of House, 6 inches West of West line of Curb
1419 N 6th St	5/8"	North 6th	2 feet South of South line of House, 9 feet East of West line of Curb	1 feet 6 inches South of South line of House, 1 feet West of West line of Curb
1415 N 6th St	5/8"	North 6th	3 feet 4 inches North of South line of House, 9 feet East of West line of Curb	3 feet 1 inch North of South line of House, 1 feet 1 inch West of West line of Curb
1409 N 6th St	5/8"	North 6th	4 feet 4 inches South of North line of House, 8 feet 9 inches East of West line of Curb	4 feet 2 inches South of North line of House, 1 feet West of West line of Curb
1405 N 6th St	3/4"	North 6th	1 feet 9 inches North of South line of House, 9 feet East of West line of Curb	1 feet 6 inches North of South line of House, 1 feet West of West line of Curb
1428 N 5th St	5/8"	North 5th	4 feet 6 inches North of North line of House, 23 feet 6 inches West of East line of Street	1 foot East of East line of Curb(4'3" deep), 110 feet South of South line of Curb(Maple)

Address	Size of Tap	Street of Tap	Tap Location	Curb Stop Location
1424 N 5th St	5/8"	North 5th	3 feet 8 inches South of North line of House, 23 feet 6 inches West of East line of Street	4 feet 5 inches South of North line of House, 11 feet West of East line of Street
1416 N 6th St	5/8"	North 6th	7 feet South of North line of House, 8 feet 8 inches East of West line of Curb	5 feet South of North line of House, 2 feet East of East line of Curb
1410 N 6th St	3/4"	North 6th	16 feet South of North line of House, 9 feet East of West line of Curb	15 feet 4 inches South of North line of House, 1 feet 6 inches East of East line of Curb
1400 N 6th St	5/8"	North 6th	39 feet 2 inches North of North line of House, 9 feet East of West line of Curb	41 feet North of North line of House, 1 feet 6 inches East of East line of Curb
1335 N 6th St	5/8"	North 6th	7 feet 11 inches North of South line of House, 8 feet 6 inches East of West line of Curb	8 feet 4 inches North of South line of House, 1 feet West of West line of Curb
1331 N 6th St	5/8"	North 6th	10 feet 3 inches North of South line of House, 8 feet 6 inches East of West line of Curb	10 feet North of South line of House, 1 feet West of West line of Curb
1329 N 6th St	5/8"	North 6th	25 feet South of North Ext. Line of House, 8 feet 6 inches East of West line of Curb	10 inches West of West line of curb, 9 feet 2 inches North of South line of House
1325 N 6th St	5/8"	North 6th	13 feet 8 inches South of North line of House, 8 feet 6 inches East of West line of Curb	13 feet 10 inches South of North line of House, 1 feet West of West line of Curb
1317 N 6th St	5/8"	North 6th	30 feet 3 inches South of South line of House, 7 feet East of West line of Curb	30 feet 2 inches South of South line of House, 1 feet West of West line of Curb
1311 N 6th St	5/8"	North 6th	12 feet North of South line of House, 7 feet 6 inches East of West line of Curb	13 feet North of South line of House, 1 feet West of West line of Curb

Address	Size of Tap	Street of Tap	Tap Location	Curb Stop Location
1336 N 6th St	5/8"	North 6th	2 feet South of South line of House, 8 feet 6 inches East of West line of Curb	1 feet 6 inches South of South line of House, 1 feet East of East line of Curb
1330 N 6th St	5/8"	North 6th	9 feet South of South line of House, 8 feet 6 inches East of West line of Curb	8 feet 6 inches South of South line of House, 1 feet 4 inches East of East line of Curb
1324 N 6th St	5/8"	Sixth	7 feet East of West line of Curb, 3 feet North of South line of House	In line with South line of House, 10 inches East of East line of Curb
1225 N 6th St	5/8"	North 6th	11 feet 6 inches North of South line of House, 6 feet East of West line of Curb	11 feet 6 inches North of South line of House, 1 feet West of West line of Curb
1217 N65th St	5/8"	North 6th	4 feet 3 inches North of North line of House, 6 feet East of West line of Curb	1 foot West of West line of Curb, 5 feet 2 inches South of Ext. North line of House
1211 N 6th St	5/8"	North 6th	20 feet South of South line of House, 6 feet East of West line of Curb	1 feet 10 inches West of West line of Curb, 22 feet South of South line of House
1205 N 6th St	3/4"	North 6th	14 feet 2 inches North of North line of Cedar, 6 feet East of West line of Curb	15 feet North of North line of Cedar, 1 feet West of West line of Curb
1236 N 6th St	3/4"	6th	37 feet 6 inches West of West line of Alley 6 & 7, 10 feet South of North line of Curb	8 feet East of East line of 1236, 4 feet South of South line of Curb
1230 N 6th St	5/8"	North 6th	2 feet 11 inches South of North line of House, 6 feet East of West line of Curb	5 feet 4 inches South of North line of House, 1 inch East of East line of Curb
1226 N 6th St	5/8"	North 6th	1 feet 9 inches South of South line of House, 6 feet East of West line of Curb	1 feet 5 inches South of South line of House, 1 feet East of East line of Curb

Address	Size of Tap	Street of Tap	Tap Location	Curb Stop Location
1224 N 6th St	5/8"	North 6th	9 feet 9 inches South of South line of House, 6 feet East of West line of Curb	1 foot 1 inch East of East line of Curb, 2 feet 2 inches South of Ext. South line of House
1222 N 6th St	5/8"	North 6th	9 feet South of South line of House, 6 feet 6 inches East of West line of Curb	7 feet 9 inches South of South line of House, 1 feet East of East line of Curb
1212 N 6th St	5/8"	North 6th	6 feet 6 inches East of West line of Curb, 22 feet 3 inches North of North line of 1208	2 feet 6 inches North of South line of House, 10 inches East of East line of Curb
1208 N 6th St	5/8"	North 6th	7 feet 4 inches South of South line of House, 6 feet East of West line of Curb	6 feet 4 inches South of South line of House, 1 feet East of East line of Curb
1206 N 6th St	5/8"	North 6th	5 feet North of South line of House, 6 feet East of West line of Curb	4 feet 11 inches North of South line of House, 1 feet East of East line of Curb
1135 N 6th St	5/8"	North 6th	7 feet 9 inches North of South line of House, 6 feet East of West line of Curb	12 feet 6 inches North of South line of House, 1 feet West of West line of Curb
1116 N 6th St	5/8"	6th	176 feet 8 inches N.N.L of Cherry / 3' 9" N.S.L of House, 6 feet 2 inches East of West line of Curb	4 feet 6 inches North of South line of House, 1 foot 2 inches East of East line of Curb
1112 N 6th St	5/8"	North 6th	21 feet 6 inches South of North line of House, 6 feet East of West line of Curb	21 feet 6 inches South of North line of House, 2 feet 6 inches East of East line of Curb
1105 N 6th St	5/8"	North 6th	85 feet North of North line of Cherry, 6 feet East of West line of Curb	16 feet 6 inches South of North line of House, 1 feet West of West line of Curb
1525 N 7th St	5/8"	7th	3 feet South of North line of Cellar Wall, 6 feet 6 inches West of East line of Curb	3 feet South of North line of Cellar Wall, 11 feet East of West line of Street

Address	Size of Tap	Street of Tap	Tap Location	Curb Stop Location
1523 N 7th St	5/8"	7th	12 feet 6 inches South of North line of House, 6 feet 6 inches West of East line of Curb	12 feet 6 inches South of North line of House, 2 feet 8 inches West of West line of Curb
1524 N 7th St	5/8"	North 7th	15 feet 6 inches South of Extreme North line of House, 22 feet West of East line of Street	15 feet 6 inches South of Extreme North line of House, 1 feet 6 inches East of East line of Curb
1510 N 7th St	5/8"	North 7th	9 feet South of North line of House, 8 feet West of East line of Curb	9 feet 2 inches South of North line of House, 2 feet East of East line of Curb
1437 N 7th St	5/8"	Maple	9 feet East of East line of 637, 22 feet South of North line of Street	9 feet 6 inches East of East line of 637, 10 feet 6 inches North of South line of Street
1425 N 7th St	5/8"	7th	2 feet South of North line of Cellar Wall, 24 feet West of East line of Street	3 feet South of North line of House, 2 feet West of West line of Curb
1421 N 7th St	5/8"	7th	3 feet North of North line of House, 24 feet West of East line of Street	3 feet 6 inches West of West line of Curb, 3 feet North of North line of House
1415 N 7th St	5/8"	7th	24 feet West of East line of Street, 10 feet 9 inches South of North line of Cellar Wall	11 feet East of West line of Street, 11 feet South of North line of Cellar Wall
1411 N 7th St	5/8"	N. 7th	2 feet 6 inches North of North line of House, 23 feet 6 inches West of East line of Street	2 feet 10 inches West of West line of Curb, 6 inches South of North line of House
1407 N 7th St	5/8"	7th	6 feet North of South line of Cellar Wall, 24 feet West of East line of Street	7 feet 3 inches North of South line of House, 3 feet 3 inches West of West line of Curb
1405 N 7th St	5/8"	North 7th	5 feet 6 inches North of South line of House, 24 feet West of East line of Street	7 feet North of South line of House, 4 feet West of West line of Curb

Address	Size of Tap	Street of Tap	Tap Location	Curb Stop Location
1426 N 7th St	5/8"	North 7th	62 feet North of North line of 1420, 23 feet West of East line of Street	18 feet South of North line of House, 4 feet East of East line of Curb
1420 N 7th St	5/8"	7th	1 feet 6 inches South of South line of 1421, 23 feet West of East line of Street	10 feet 6 inches West of East line of Street, 1 feet 2 inches South of South line of 1421
1414 N 7th St	5/8"	7th	35 feet 6 inches South of South line of 1416, 23 feet West of East line of Street	6 inches East of East line of Curb, 14 feet South of North line of House
1404 N 7th St	5/8"	North 7th	84 feet South of South line of 1416 N. 7th, 23 feet West of East line of Street	10 feet 6 inches South of North line of House, 2 feet East of East line of Curb
1402 N 7th St	5/8"	North 7th	24 feet West of East line of Street, 10 feet North of Ext. South line of House	3 feet East of East line of Curb, 10 feet 6 inches North of Ext. South line of House
133 Locust St	5/8"	Locust	19 feet 9 inches East of West line of House, 24 feet 6 inches North of South line of Street	3 feet North of North line of Curb, 20 feet East of West line of House
135 Locust St	5/8"	Locust	16 feet 6 inches East of West line of House, 24 feet 6 inches North of South line of Street	1 feet 2 inches East of East line of House, 2 feet 6 inches North of North line of New Curb
130 Locust St	5/8"	Locust	7 feet 6 inches East of East line of House, 24 feet 6 inches North of South line of Street	7 feet East of East line of House, 2 feet 6 inches South of South line of Curb
132 Locust St	5/8"	Locust	6 feet 6 inches East of East line of House, 24 feet 6 inches North of South line of Street	5 feet 6 inches East of East line of House, 3 feet South of South line of Curb
134 Locust St	5/8"	Locust	3 feet East of East line of House, 24 feet 6 inches North of South line of Street	4 feet East of East line of House, 2 feet South of South line of Curb

Address	Size of Tap	Street of Tap	Tap Location	Curb Stop Location
136 Locust St	5/8"	Locust	3 feet 4 inches East of East line of House, 24 feet 6 inches North of South line of Street	3 feet 6 inches East of East line of House, 13 feet North of South line of Street
138 Locust St	5/8"	Locust	1 feet 4 inches West of East line of House, 24 feet 6 inches North of South line of Street	2 feet 5 inches South of South line of Curb, 7 inches West of East line of House
201 Locust St	5/8"	Locust	2 feet 6 inches East of West line of House, 24 feet 6 inches North of South line of Street	1 feet 6 inches East of West line of House, 3 feet North of North line of Curb
207 Locust St	5/8"	Locust	2 feet 6 inches East of East line of House, 25 feet North of South line of Street	2 feet East of East line of House, 1 feet North of North line of Curb
215 Locust St	3/4"	Locust	5 feet West of West line of 217 Locust, 25 feet North of South line of Street	1 foot 9 inches North of North line of Curb, 19 feet 6 inches East of East line of House
225 Locust St	5/8"	Locust	6 feet 6 inches West of East line of House, 25 feet 7 inches North of South line of Street	7 feet 8 inches West of East line of House, 3 feet 5 inches North of North line of Curb
227 Locust St	5/8"	Locust	1 feet 8 inches East of East line of House, 26 feet North of South line of Street	1 feet West of East line of House, 4 feet 9 inches North of North line of Curb
229 Locust St	5/8"	Locust	25 feet North of South line of Street, 8 inches East of East line of House	5 inches East of East line of House, 2 feet 8 inches North of North line of Curb
231 Locust St	5/8"	Locust	5 feet East of East line of House, 25 feet North of South line of Street	4 feet 9 inches East of East line of House, 2 feet 6 inches North of North line of Curb
233 Locust St	5/8"	Locust	38 feet 9 inches East of East line of House, 26 feet North of South line of Street	23 feet 5 inches East of East line of House, 10 inches North of North line of Curb

Address	Size of Tap	Street of Tap	Tap Location	Curb Stop Location
204 Locust St	5/8"	Locust	6 inches East of East line of House, 24 feet North of South line of Street	1 foot East of East line of House, 4 feet 8 inches South of South line of Curb
206 Locust St	5/8"	Locust	9 feet East of West line of House, 25 feet North of South line of Street	9 feet 4 inches East of West line of House, 1 feet 4 inches South of South line of Curb
216 Locust St	5/8"	Locust	10 feet East of West line of Bldg, 25 feet North of South line of Street	3 feet 5 inches South of South line of Curb, 10 feet 2 inches East of West line of Bldg
232 Locust St	5/8"	Locust	25 feet North of South line of Street, 2 feet 6 inches West of East line of House	1 feet 4 inches West of East line of House, 1 feet 4 inches South of South line of Curb
301 Locust St	5/8"	Locust	26 feet 4 inches East of East line of House, 26 feet North of South line of Street	26 feet East of East line of House, 1 feet 3 inches North of North line of Curb
307 Locust St	5/8"	Locust	4 feet 2 inches East of East line of House, 26 feet North of South line of Street	5 feet 8 inches East of East line of House, 1 feet 3 inches North of North line of Curb
311 Locust St	3/4"	Locust	26 feet North of South line of House, 3 feet East of East line of Street	3 feet East of East line of House, 13 feet South of North line of Street
315 Locust St	5/8"	Locust	6 feet 6 inches East of East line of House, 26 feet North of South line of Street	7 feet East of East line of House, 1 feet North of North line of Curb
321 Locust St	5/8"	Locust	7 feet 6 inches West of East line of House, 26 feet North of South line of Street	7 feet 8 inches West of East line of House, 8 inches North of North line of Curb
327 Locust St	5/8"	Locust	8 feet 6 inches East of West line of House, 26 feet North of South line of Street	8 feet 6 inches East of West line of House, 8 inches North of North line of Curb

Address	Size of Tap	Street of Tap	Tap Location	Curb Stop Location
312 Locust St	5/8"	Locust	6 inches East of East line of House, 2 feet 6 inches North of North line of Curb	6 inches East of East line of House, 2 feet 11 inches South of South line of Curb
318 Locust St	5/8"	Locust	11 feet East of West line of House, 26 feet North of South line of Street	10 feet 4 inches East of West line of House, 2 feet 9 inches South of South line of Curb
320 Locust St	5/8"	Locust	3 feet West of East line of House, 26 feet North of South line of Street	3 feet West of East line of House, 2 feet South of South line of Curb
326 Locust St	5/8"	Locust	26 feet North of South line of Street, 2 feet East of West line of House	2 feet East of West line of House, 2 feet South of South line of Curb
431 Locust St	5/8"	Locust	6 feet 10 inches West of West line of House, 25 feet North of South line of Street	5 feet West of West line of House, 2 feet 7 inches North of North line of Curb
440 Locust St	5/8"	Locust	24 feet North of South line of Street, 24 feet North of South line of Street	28 feet West of East line of Bldg, 6 inches South of South line of Curb
501 Locust St	5/8"	Locust	20 feet East of West line of House, 24 feet North of South line of Street	5 feet 3 inches North of North line of Curb, 21 feet 2 inches East of West line of House
505 Locust St	5/8"	Locust	24 feet 6 inches North of South line of Street, 4 feet East of West line of House	4 feet 4 inches East of West line of House, 4 feet 10 inches North of North line of Curb
507 Locust St	5/8"	Locust	24 feet North of South line of Street, 28 feet 6 inches East of West line of House	12 feet 6 inches East of East line of House, 2 feet 9 inches North of North line of Curb
509 Locust St	5/8"	Locust	4 feet 6 inches West of West line of House, 26 feet North of South line of Street	5 feet 6 inches West of West line of House, 3 feet North of North line of Curb

Address	Size of Tap	Street of Tap	Tap Location	Curb Stop Location
511 Locust St	5/8"	Locust	24 feet North of South line of Street, 6 feet 4 inches East of West line of House	2 feet 3 inches North of North line of Curb, 6 feet East of West line of House
515 Locust St	5/8"	Locust	12 feet East of West line of House, 24 feet 6 inches North of South line of Street	11 feet 6 inches East of West line of House, 3 feet 6 inches North of North line of Curb
520 Locust St	5/8"	Locust	26 feet North of South line of Street, 240 feet 6 inches East of East line of 5th	20 feet East of West line of House, 2 feet 6 inches South of South line of Curb
531 Locust St	5/8"	Locust	24 feet 6 inches North of South line of Street, 8 feet East of East line of House	7 feet 6 inches East of East line of House, 1 foot 6 inches East of East line of House
537 Locust St Unit 4	5/8"	Locust	9 feet 4 inches North of South line of Curb, 37 feet West of West line of 6th	7 feet 8 inches East of Ext West line of House, 3 feet 8 inches North of North line of Curb
512 Locust St	5/8"	Locust	8 feet East of West line of House, 23 feet 6 inches North of South line of Street	9 feet 6 inches East of West line of House, 2 feet 6 inches South of South line of Curb
607 Locust St	5/8"	Locust	20 feet 6 inches East of West line of House, 24 feet 6 inches North of South line of Street	19 feet 8 inches East of West line of House, 2 feet 6 inches North of North line of Curb
615 Locust St	5/8"	Locust	24 feet 6 inches North of South line of Street, 18 feet East of West line of House	19 feet East of West line of House, 2 feet 6 inches North of North line of Curb
617 Locust St	5/8"	Locust	34 feet 6 inches West of East line of House, 24 feet 6 inches North of South line of Street	33 feet 6 inches West of East line of House, 3 feet North of North line of Curb
621 Locust St	5/8"	Locust	24 feet 6 inches North of South line of Street, 4 feet 4 inches East of West line of House	4 feet East of West line of House, 3 feet North of North line of Curb

Address	Size of Tap	Street of Tap	Tap Location	Curb Stop Location
627 Locust St	5/8"	Locust	24 feet 6 inches North of South line of Street, 23 feet 6 inches East of West line of House	23 feet 6 inches East of West line of House, 3 feet North of North line of Curb
631 Locust St	5/8"	Locust	12 feet 4 inches West of Ext. West line of House, 24 feet 6 inches North of South line of Street	12 feet West of Ext. West line of house, 1 feet 6 inches North of North line of Curb
612 Locust St	5/8"	Locust	24 feet 6 inches North of South line of Street, 2 feet 6 inches West of East line of House	2 feet 6 inches West of East line of House, 3 feet South of South line of Curb
618 Locust St	5/8"	Locust	17 feet West of East line of House, 24 feet North of South line of Street	17 feet West of East line of House, 2 feet South of South line of Curb
639 Maple St	5/8"	Maple	13 feet 5 inches West of West line of 7th, 22 feet 6 inches South of North line of Street	1 feet 8 inches West of East line of House, 2 feet 7 inches North of North line of Curb
616 Maple St	5/8"	Maple	2 feet 10 inches East of East line of 615, 23 feet South of North line of Street	4 feet 4 inches East of West line of House 616, 12 feet 5 inches North Bottom Concrete Step
614 Maple St	5/8"	Maple	22 feet South of North line of Street, 11 feet East of West Main line of House	11 feet East of West Main line of House, 3 feet 6 inches South of South line of Curb
522 Maple St	5/8"	Maple	1 feet West of West line of House, 24 feet South of North line of Street	1 feet 2 inches West of West line of House, 1 foot South of South line of Curb
400 Maple St	5/8"	Maple	62 feet East of East line of 4th Street, 21 feet South of North line of Street	22 feet 2 inches East of West line of House, 3 feet South of South line of Curb
319 Maple St	5/8"	Maple	7 feet East of East line of House, 20 feet South of North line of Maple	7 feet East of East line of House, 4 feet 3 inches North of North line of Curb

Address	Size of Tap	Street of Tap	Tap Location	Curb Stop Location
328 Maple St	5/8"	Maple	4 feet West of West line of House, 20 feet 3 inches South of North line of Street	3 feet 3 inches West of West line of House, 1 feet South of South line of Curb
322 Maple St	5/8"	Maple	21 feet 6 inches South of North line of Street, 4 feet 9 inches East of Ext. East line of House	6 feet 6 inches East of East of line of House, 3 feet South of South line of Curb
301 Maple St	5/8"	Maple	4 feet 5 inches West of West line of House, 21 feet 6 inches South of North line of Street	2 feet North of North line of Curb Looking East, 1 feet West of Extreme West line of House
300 Maple St	5/8"	N. 3rd	50 feet South of North line of House, 22 feet West of East line of Street	1 foot 2 inches East of Est line of curb on 3rd, 5 feet 5 inches North of Ext. South line of House
235 Maple St	5/8"	Maple	1 feet East of West line of House, 21 feet 6 inches South of North line of Street	3 feet 7 inches North of North line of Curb, 2 feet 7 inches West of West line of House
223 Maple St	5/8"	Maple	4 feet 7 inches East of East line of House, 21 feet South of North line of House	11 feet South of North line of Street, 4 feet 6 inches East of East line of 223 Maple
221 Maple St	5/8"	Maple	6 feet 2 inches East of East line of House, 22 feet South of North line of Street	11 feet South of North line of Street, 6 feet East of East line of House
219 Maple St	5/8"	Maple	1 feet East of East line of House, 22 feet 6 inches South of North line of Street	4 feet North of North line of Curb, 1 feet In line with E line of House
206 Maple St	5/8"	Maple	1 feet 4 inches West of West line of House, 22 feet South of North line of Street	1 foot West of West Main line of House, 1 foot 8 inches South of South line of Curb
617 Sycamore St	5/8"	Sycamore	1 feet East of East line of House, 23 feet 6 inches South of North line of Street	1 feet East of East line of House, 1 feet North of North line of Curb

Address	Size of Tap	Street of Tap	Tap Location	Curb Stop Location
611 Sycamore St	5/8"	Sycamore	24 feet South of North line of Street, 8 feet 10 inches East of West line of Cellar Wall	19 feet 2 inches West of East line of House, 1 foot 8 inches North of North line of Curb
624 Sycamore St	5/8"	Sycamore	5 feet 6 inches East of West line of House, 24 feet South of North line of Street	7 feet West of West line of House, 1 foot 10 inches South of South line of Curb
618 Sycamore St	3/4"	Sycamore	1 feet 6 inches East of East line of House, 11 feet South of North line of Street	5 feet West of West line of House, 2 feet 10 inches South of South line of Curb
614 Sycamore St	5/8"	Sycamore	9 feet 6 inches East of West line of House, 9 feet 6 inches South of North line of Curb	9 feet 2 inches East of West line of House, 4 feet South of South line of Curb
501 Sycamore St	5/8"	N. 5th	13 feet 4 inches South of North line of House, 25 feet 9 inches West of East line of Street	3 feet South of North line of House, 1 foot East of East line of Curb
400 Sycamore St	5/8"	N. 4th	25 feet 6 inches East of West line of Street, 5 feet North of South line of House	5 feet North of South line of House, 1 foot East of East line of Curb
516 Spruce St	5/8"	Spruce	24 feet South of North line of Street, 1 feet 2 inches West of West line of House	3 feet South of South line of Curb, 1 foot West of West line of House
421 Spruce St	5/8"	Spruce	16 feet 8 inches East of West line of House, 22 feet South of North line of Street	15 feet 7 inches East of West line of House, 4 feet North of North line of Curb
420 Spruce St	5/8"	Spruce	34 feet East of East line of Alley, 23 feet 6 inches South of North line of Street	2 feet South of South line of Curb, 21 feet 7 inches West of East Main line of House
412 Spruce St	5/8"	Spruce	22 feet 6 inches South of North line of Street, 6 feet 6 inches East of East line of House	4 feet S.S.L of Curb / 11' N.S.L of Street, 6 feet 3 inches East of East line of House

Address	Size of Tap	Street of Tap	Tap Location	Curb Stop Location
400 Spruce St	3/4"	N. 4th	17 feet South of South line of House, 9 feet East of West line of Curb	17 feet 4 inches South of South line of House, 1 foot 5 inches East of East line of Curb on No. 4th
333 Spruce St	5/8"	N. 4th	94 feet 6 inches North of North line of Spruce, 26 feet 6 inches East of West line of Street	2 feet 5 inches West of West line of Curb, 20 feet 3 inches North of North main line of House
329 Spruce St	5/8"	Spruce	49 feet Est of East line of 323, 21 feet 6 inches South of North line of Street	2 feet 6 inches West of West line of 329, 3 feet South of South line of Curb
305 Spruce St	5/8"	Spruce	3 feet West of Ext. East line of Bldg, 21 feet South of North line of Street	3 feet 8 inches West of East line of House, 2 feet North of North line of Curb
413 Cedar St	5/8"	Cedar	23 feet South of North line of Street, 30 feet East of West line of House	2 feet 3 inches North of North line of Curb, 3 feet 2 inches East of East main line of House
411 Cedar St	5/8"	Cedar	4 feet 6 inches West of East line of House, 22 feet 6 inches South of North line of Street	5 feet 6 inches West of East line of House, 3 feet 6 inches North of North line of Curb
403 Cedar St	5/8"	Cedar	23 feet South of North line of Street, 8 feet 10 inches East of West line of House	2 feet 6 inches North of North line of Curb, 9 feet East of West line of House
418 Cedar St	5/8"	Cedar	23 feet South of North line of Street, 3 feet 8 inches West of West line of House	3 feet 8 inches West of West line of House, 4 feet South of South line of Curb
416 Cedar St	5/8"	Cedar	10 feet 6 inches East of West line of House, 23 feet South of North line of Street	9 feet 2 inches East of West line of House, 3 feet 3 inches South of South line of Curb
412 Cedar St	5/8"	Cedar	6 feet 4 inches East of West line of House, 23 feet South of North line of Street	7 feet 5 inches East of West line of House, 3 feet 6 inches South of South line of Curb

Address	Size of Tap	Street of Tap	Tap Location	Curb Stop Location
408 Cedar St	5/8"	Cedar	6 inches West of East line of House, 22 feet 6 inches South of North line of Street	East line of House, 4 feet 4 inches South of South line of Curb
404 Cedar St	5/8"	Cedar	2 feet West of East line of House, 20 feet 6 inches South of North line of Street	2 feet West of East line of House, 4 feet South of North line of Curb
400 Cedar St	3/4"	N. 4th	43 feet 2 inches South of South line of Cedar, 24 feet 3 inches East of West line of 4th	42 feet South of South line of Cedar, 4 feet East of East line of Curb
339 Cedar St	5/8"	N. 4th	13 feet North of North line of Cedar Street, 26 feet East of West line of Street	2 feet 7 inches West of West line of Curb, 3 feet 9 inches North of South line of Building
537 Cherry St	5/8"	North 6th	44 feet North of North line of Cherry, 6 feet East of West line of Curb	6 feet 6 inches South of North line of House, 1 feet West of West line of Curb
529 Cherry St	5/8"	Cherry	13 feet 6 inches West of East line of House, 24 feet South of North line of Street	2 feet 1 inch East of West line of House, 5 feet North of North line of Curb L.E./ 2' 8" deep
429 Cherry St	5/8"	North 5th	10 feet 10 inches North of North line of House, 8 feet West of East line of Curb	9 feet 8 inches North of North line of House, 10 inches West of West line of Curb
425 Cherry St	5/8"	Cherry Street	1 feet 6 inches West of East line of House, 21 feet 6 inches South of North line of Street	2 feet West of East line of House, 3 feet 11 inches North of North line of New Curb
325 Cherry St	5/8"	N. 4th Street	23 feet East of West line of Street, 7 feet North of North line of Cherry	1 foot 10 inches West of West line of Curb on 4th, 5 feet 2 inches South of North line of House
323 Cherry St	5/8"	Cherry	23 feet South of North line of Street, 42 feet 6 inches West of West line of 4th	4 feet 6 inches North of North line of Curb, 1 foot West of east line of House

Address	Size of Tap	Street of Tap	Tap Location	Curb Stop Location
321 Cherry St	5/8"	Cherry	3 feet 6 inches West of East line of House, 41 feet 6 inches North of South line of Street	2 feet 6 inches West of East line of House, 4 feet 6 inches North of North line of Curb
315 Cherry St	5/8"	Cherry	2 feet East of West line of House, 22 feet South of North line of Street	10 feet East of West line of House, 3 feet 6 inches North of North line of Curb
313 Cherry St	5/8"	Cherry	6 feet East of West line of House, 21 feet South of North line of Street	4 feet 6 inches North of North line of Curb, 10 feet 2 inches West of East line of House
307 Cherry St	5/8"	Cherry	15 feet 4 inches East of West line of House, 22 feet South of North line of Street	14 feet 4 inches East of West line of House, 3 feet 6 inches North of North line of Curb
305 Cherry St	5/8"	Cherry	1 feet 6 inches East of West line of House, 22 feet South of North line of Street	2 feet 8 inches East of Ext. West line of House, 3 feet North of North line of Curb
303 Cherry St	5/8"	Cherry	7 feet East of West line of House, 22 feet South of North line of Street	5 feet 8 inches East of West line of House, 2 feet 6 inches North of North line of Curb
332 Cherry St	3/4"	Cherry	9 feet West of East line of House, 23 feet South of North line of Street	7 feet 8 inches West of East line of House, 1 feet 8 inches South of South line of Curb
328 Cherry St	5/8"	Cherry	9 feet East of West line of House, 23 feet South of North line of Street	6 feet 9 inches East of West line of House, 3 feet 6 inches South of South line of Curb
324 Cherry St	5/8"	Cherry	23 feet South of North line of Street, 11 feet East of West line of House	3 feet South of South line of Curb, 10 feet 10 inches East of West line of House
320 Cherry St	5/8"	Cherry	3 feet West of East line of House, 23 feet South of North line of Street	2 feet South of South line of Curb, 7 feet 6 inches East of West line of House

Address	Size of Tap	Street of Tap	Tap Location	Curb Stop Location
312 Cherry St	5/8"	Cherry	4 feet East of West line of House, 23 feet 6 inches South of North line of Street	4 feet East of West line of House, 3 feet South of South line of Curb
304 Cherry St	5/8"	Cherry	11 feet East of West line of House, 22 feet South of North line of Street	5 feet 2 inches South of South line of Curb, 24 feet 6 inches West of East line of House
217 Cherry St	5/8"	Cherry	26 feet 6 inches West of East line of House, 23 feet South of North line of Street	24 feet 10 inches West of East line of House, 4 feet North of North line of Curb
215 Cherry St	5/8"	Cherry	1 feet East of East line of House, 23 feet South of North line of Street	1 feet East of East line of House, 3 feet 5 inches North of North line of Curb
213 Cherry St	5/8"	Cherry	24 feet East of West line of House, 23 feet South of North line of Street	23 feet East of West line of House, 3 feet 8 inches North of North line of Curb
211 Cherry St	5/8"	Cherry	32 feet 6 inches East of West line of House, 23 feet South of North line of Street	6 feet East of East line of House, 2 feet 6 inches North of North line of Curb
207 Cherry St	5/8"	Cherry	15 feet West of East line of House, 23 feet South of North line of Street	16 feet West of East line of House, 3 feet 4 inches North of North line of Curb
226 Cherry St	5/8"	Cherry	4 feet 6 inches West of East line of House, 23 feet South of North line of Street	4 feet 6 inches West of East line of House, 1 feet 6 inches South of South line of Curb
224 Cherry St	5/8"	Cherry	19 feet 6 inches East of Extreme West line of House, 23 feet South of North line of Street	20 feet East of Extreme West line of House, 3 feet 4 inches South of South line of Curb
222 Cherry St	5/8"	Cherry	11 feet 6 inches West of East line of House, 23 feet South of North line of Street	4 feet South of South line of Curb, 8 feet East of West line of House

Address	Size of Tap	Street of Tap	Tap Location	Curb Stop Location
204 LIND	5/8"	Lind	6 feet East of East line of House, 39 feet 6 inches North of South line of Street	4 feet 6 inches East of East line of House, 2 feet South of South line of Curb
208 LIND	5/8"	Lind	6 feet 8 inches East of East line of 204 Lind, 39 feet 6 inches North of South line of Street	3 feet 6 inches West of West line of House, 2 feet South of South line of Curb
201 LIND	5/8"	Lind	71 feet 6 inches East of Fire Hyd't on 2nd, 23 feet South of North line of Street	1 feet 8 inches North of North line of Fire Hyd't, 7 feet 4 inches East of East line of House
906 N 2ND	5/8"	2nd	22 feet 6 inches West of East line of Street, 22 feet 2 inches North of South line of House	9 feet 8 inches North of North line of House, 1 foot East of East line of Curb
920 N 2ND	5/8"	2nd	1 feet North of North line of House, 21 feet West of East line of Street	1 feet East of East line of Curb, 2 feet North of North line of House
922 N 2ND	5/8"	2nd	4 feet 3 inches North of South line of House, 22 feet 6 inches West of East line of Street	4 feet North of South line of House, 9 feet 6 inches West of East line of Street
924 N 2ND	5/8"	2nd	2 feet 10 inches North of North line of House, 23 feet 6 inches West of East line of Street	2 feet North of North line of House, 6 feet East of East line of Street
926 N 2ND	5/8"	2nd	23 feet 6 inches West of East line of Street, 2 feet 3 inches South of South line of House	2 feet South of South line of House, 6 inches East of East line of Curb
200 CHESTNUT	5/8"	Chestnut	3 inches East of East line of House, 9 feet 8 inches South of North line of Curb	1 feet East of East line of House, 1 feet 3 inches South of South line of Curb
204 CHESTNUT	5/8"	Chestnut	5 feet West of East line of House, 9 feet 4 inches South of North line of Curb	7 feet West of East line of House, 1 feet 6 inches South of South line of Curb

Address	Size of Tap	Street of Tap	Tap Location	Curb Stop Location
1022 N 2ND	5/8"	2nd	10 feet 6 inches South of North line of House, 26 feet 6 inches West of East line of Street	10 feet South of North line of House, 13 feet 9 inches West of East line of Street
1034 N 2ND	5/8"	Cherry	37 feet 10 inches East of West line of House, 24 feet South of North line of Street	16 feet West of East line of House, 5 feet 3 inches South of South line of Curb
929 N 6TH	5/8"	North 6th	4 feet 6 inches South of South line of House, 7 feet East of West line of Curb	4 feet 8 inches South of Ext. South line of House, 6 inches West of West line of Curb
1023 N 8TH	5/8"	8th	9 feet North of South line of House, 9 feet 6 inches West of East line of Curb	1 foot 3 inches West of West line of Curb, 7 feet North of South line of House
710 N 12th	5/8"	North 12th	6 feet 6 inches South of North line of House, 9 feet West of East line of Curb	6 feet 9 inches South of North line of House, 1 feet 6 inches East of East line of Curb
718 N 12th	5/8"	North 12th	31 feet 4 inches South of North line of House, 10 feet West of East line of Curb	31 feet South of North line of House, 1 feet 6 inches East of East line of Curb
720 N 12th	5/8"	North 12th	24 feet 9 inches South of North line of House, 10 feet West of East line of Curb	24 feet 10 inches South of North line of House, 1 feet East of East line of Curb
722 N 12th	5/8"	North 12th	3 feet 5 inches South of South line of House, 10 feet West of East line of Curb	3 feet 8 inches South of South line of House, 7 inches East of East line of Curb
724 N 12th	5/8"	North 12th	8 feet 9 inches South of North line of House, 10 feet West of East line of Curb	8 feet South of North line of House, 1 feet 4 inches East of East line of Curb
726 N 12th	5/8"	North 12th	26 feet 2 inches South of North line of House, 10 feet West of East line of Curb	1 feet East of East line of Curb, 7 feet North of South line of House

Address	Size of Tap	Street of Tap	Tap Location	Curb Stop Location
834 N 22ND	3/4"	Lind	13 feet 6 inches East of West line of House, 20 feet North of South line of Street	14 feet East of West line of House, 1 feet 6 inches South of South line of Curb
2244 CHESTNUT	5/8"	Chestnut	3 feet West of East line of House, 23 feet North of South line of Street	3 feet West of East line of House, 10 feet 6 inches South of South line of Curb
2025 OHIO	5/8"	Ohio	27 feet South of North line of Street, 3 feet East of West line of House	12 feet S.N.L of Street / 1' N.N.L of Curb, 2 feet 6 inches East of West line of House
937 S 22ND	5/8"	South 22nd	7 feet 4 inches South of North line of House, 24 feet East of West line of Street	4 feet South of North line of House, 6 feet 2 inches East of East line of Curb
2225 STATE	5/8"	State	11 feet South of North line of Curb, 9 feet 10 inches East of East line of 2212 State	1 feet North of North line of Curb, 1 feet West of West line of House
606 Jackson	5/8"	Jackson	72 feet 3 inches East of East line of S. 6th, 24 feet 6 inches South of North line of Street	6 inches West of East line of House, 2 feet 6 inches South of South line of Curb
620 Jackson	5/8"	Jackson	23 feet 6 inches South of North line of Street, 2 feet West of East line of House	11 feet 3 inches East of Extreme West line of House, 3 feet 5 inches South of South line of Curb
628 Jackson	5/8"	Jackson	16 feet West of East line of House, 23 feet 6 inches South of North line of Street	19 feet 6 inches East of West line of House, 3 feet 6 inches South of South line of Curb
648 JACKSON	5/8"	Jackson	11 feet West of East line of House, 23 feet 6 inches South of North line of Street	10 feet East of West line of House, 11 feet 6 inches North of South line of Street
706 S 20TH	5/8"	South 20th	157 feet South of South line of Payson, 22 feet East of West line of Street	5 feet 6 inches West of West line of Curb, 155 feet 6 inches South of South line of Payson

Address	Size of Tap	Street of Tap	Tap Location	Curb Stop Location
605 Jackson	5/8"	Jackson	2 feet East of East line of House, 23 feet South of North line of Street	1 feet 9 inches East of East line of House, 11 feet 6 inches South of North line of Street
623 Jackson	5/8"	Jackson	1 feet West of East line of House, 23 feet South of North line of Street	1 feet 2 inches West of East line of House, 3 feet North of North line of Curb
637 Jackson	5/8"	Jackson	8 feet 6 inches East of West line of House, 25 feet South of North line of Street	8 feet East of West line of House, 3 feet 5 inches North of North line of Curb
641 Jackson	5/8"	Jackson	4 feet 8 inches East of West line of House, 25 feet South of North line of Street	1 feet 6 inches North of North line of Curb, 5 feet 5 inches East of West line of House
913 S 6TH	5/8"	South 6th	6 feet 6 inches North of North line of House, 9 feet 3 inches East of West line of Curb	2 feet South of Ext. N. L of House, 1 feet 5 inches East of East line of Curb
1014 MADISON	5/8"	Madison	3 feet 6 inches East of East line of House, 24 feet North of South line of Street	3 feet East of East line of House, 5 feet 4 inches South of South line of Curb
821 Kentucky	5/8"	Kentucky	24 feet North of South line of Street, 4 feet 8 inches East of East line of House	1 feet 3 inches North of North line of Curb, 4 feet 3 inches East of East line of House
835 Kentucky	5/8"	S. 9th	26 feet 6 inches North of South line of House, 9 feet 6 inches West of East line of Curb	26 feet North of South line of House, 2 feet 6 inches West of West line of Curb
1114 JERSEY	5/8"	Jersey	9 feet 10 inches East of West line of House, 27 feet 3 inches North of South line of Street	9 feet 10 inches East of West line of House, 1 feet South of North line of Curb