

CITY OF ZION

SPECIFICATIONS FOR 1805 27th Street, Zion, Illinois.

GENERAL OBJECTIVE

The objective of these specifications is to define the conditions for the demolition of the building at 1805 27th Street, Zion, Illinois.

Section 1 – GENERAL PROVISIONS

1.1 ADMINISTRATION AND ADDITIONAL WORK

This contract will be under the direct administration of the Director of Building or his authorized representative. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Contractor and the City of Zion and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless authorized by prior written agreement.

1.2 WORK CREW SUPERVISION

The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor must be able to converse in the English language, and shall be authorized by the Contractor to accept and act upon all directives issued by the City. Failure for the Supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of the contract unless such directives would create potential personal injury, property damage or safety hazards.

1.3 PROTECTION OF PUBLIC AND PRIVATE PROPERTY

The Contractor shall exercise all necessary caution to protect pedestrian traffic and to protect all public and private property from injury or damage caused by the operations of the Contractor. Any practice deemed to be obviously hazardous in the opinion of the City shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice. The Contractor shall comply with all OSHA, IDOL, and other Federal and State safety standards.

Should the Contractor or his representatives damage property of the City or that of other persons, the repair or replacement shall be the sole responsibility of the Contractor. Any such repair work shall be completed under the direction of the City.

1.4 OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

The Contractor at all time during the term of this contract shall observe and abide by all Federal, State, and local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction.

The Contractor shall comply fully and completely with any and all applicable State and Federal statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment as further detailed in this specification.

1.5 WORKING HOURS

The Contractor will be allowed to schedule his work hours during normal working hours unless arrangements with the City have been made otherwise. Work during other hours will be allowed only on an emergency basis and must receive authorization by the City. (Hours after 5:00 pm and weekends may be required)

1.6 CLEANUP AND DISPOSAL

For work operations, all debris shall be cleaned up each evening before the work crew leaves the site. Areas are to be left in a condition equal to that which existed prior to the commencement of operations.

1.7 LICENSES AND PERMITS

The Contractor shall, at his expense, procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The Contractor shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract. All permit fees, Engineering fees, utility disconnect fees, etc. shall be a part of the bid price. The City will not reimburse Contractor for any fees.

1.8 SUBCONTRACTS

The Contractor will not be allowed to subcontract work under this contract unless prior written approval is granted by the City. If prior approval is received the Subcontractor, shall be bound by the conditions of the contract between the City and the Contractor. The authorization of a subcontractor requires the Subcontractor to perform in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the Contractor. All directions given to the Subcontractor in the field shall bind the Contractor as if the notice had been given directly to the Contractor.

1.9 SEPARABILITY

If any portion of this contract is found to be unenforceable by a competent court of law having jurisdiction, the remaining portions of the contract shall remain in full force and effect.

1.10 LEGAL RESPONSIBILITY AND INSURANCE

A. Notice to Proceed

The Contractor and Subcontractors shall not commence work under this contract until a notice to proceed has been provided by the City.

B. Additional Insured

The Contractor shall furnish one (1) copy of a Certificate of Insurance issued by an insurance carrier, with the City of Zion named as an additional insured for coverage. This Certificate of Insurance shall reflect the actual amount of insurance in force.

C. Accident Notification

In the event of accidents of any kind, which involve the general public and/or private or public property, the Contractor shall immediately notify the City and shall provide a full accounting of all details of the accident. The Contractor shall furnish the City with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

D. Indemnity Agreement

To the fullest extent permitted by law, the Contractor shall indemnify and save harmless the City of Zion and their officers and employees from any and all liability, losses or damages, including attorney's fees and costs of defense, the City may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including worker's compensation claims, in any way resulting from or arising out of the operations of Contractor under this contract, including operations of Subcontractors; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against the City in any such act, the Contractor shall, at his or her own expense, satisfy and discharge same. Contractor expressly understands and agrees that any performance and or insurance protection required by the contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City as herein provided.

In the event of any conflict between the language of the insurance policy(s) and the above-recited indemnity agreement, the indemnity agreement shall govern.

E. Policy Cancellation/Change Notice

The Contractor shall furnish a certified copy of the policy(s) to the City upon request. The policy(s) shall provide, in the event the insurance should be changed or canceled, such change or cancellation shall not be effective until thirty (30) days after the City has received written notice from the insurance company(s). Such notice shall be mailed to the City in care of the City Clerk, 2828 Sheridan Road, Zion, Illinois, 60099.

F. Types and Amounts of Insurance

1. Worker's Compensation and Worker's Occupational Disease. Workmen's Compensation limits of coverage shall be as required by law in the State of Illinois. This shall include coverage for all persons whom the Contractor may employ directly or through subcontractors in carrying out the work under this contract.
2. Employer's Liability
3. Comprehensive General Liability for Bodily Injury and Property Damage
4. Business Automobile Liability
5. The contractor and subcontractors will retain the responsibility for loss or damage of their own or rented property or property of their employees of whatever kind or nature, including but not limited to tools, equipment, forms, scaffoldings canvasses, tarpaulins, miser and temporary structures including their contents.
6. All policies of insurance purchased or maintained in fulfillment hereof shall name the City as an additional insured thereunder and the Contractor shall provide Certificates of Insurance evidencing the coverage's and the addition of the City as an insured. No such policy of insurance shall have a deductible or self-insurance retention amount in excess of \$5,000.00 per occurrence. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis. Failure of City to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. The Contractor agrees that the obligation to provide the insurance is solely its responsibility and that this is a requirement, which cannot be waived by any conduct, action, inaction or omission by the City. Upon request, the Contractor will provide copies of any or all policies of insurance maintained in fulfillment hereof.

Nothing contained in these insurance requirements is to be construed as limiting the liability of the Contractor, the liability of any Subcontractor of any tier or their respective insurance carries. All the insurance required of the Contractor shall state that the coverage afforded to the additional insured's shall be primary insurance of the additional insured with respect to claims arising out of operations performed by or on their behalf. If the "additional insured's" have other insurance or self-insured coverage, which is applicable to the loss, it shall be on an excess or contingent basis.

1.11 LABOR STANDARDS

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

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

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

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

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

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the

Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

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

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

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

benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly, or other agreed upon interval (e.g. monthly or at project completion), for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/whd/forms/> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been

made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

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

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

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with 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 less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the

Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

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

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

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

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

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

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

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

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or

any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

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

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

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

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

Illinois Prevailing Wage Act

In addition to adhering to the above federal guidelines, contractors must also adhere to the Illinois Prevailing Wage Act (820 ILCS 130/.01-12). The Illinois Prevailing Wage Act (IPWA) identifies minimum wages for laborers, workers and mechanics who perform work on public works projects.

The IPWA requires that identified Illinois prevailing wages must be honored throughout the course of a project, even if that minimum wage changes during the course of a project schedule. To that end, eligible wages must be the higher of either the determined Davis-Bacon wages or Illinois prevailing wages throughout the course of a project, as described in the respective acts.

Special Equal Opportunity Provisions

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

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

- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during

employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

- (2) The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) Contractors shall incorporate the foregoing requirements in all subcontracts.

B. Executive Order 11245 - Section 202 Equal Opportunity Clause

(Contracts/subcontracts \$10,000 and above)

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

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

- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to any applicable books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (6) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of the sentence immediately preceding Paragraph (1) and the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department of Labor may direct as a means of enforcing such provisions, including sanctions or non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Labor, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

C. Section 503 of the Rehabilitation Act of 1973 Affirmative Action for Handicapped Workers

(for contracts over \$2,500)

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

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

D. Section 402 Veterans of the Vietnam Era – Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era
(if \$10,000 and above)

- (1) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (2) The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the contractor other than the one wherein the contract is

being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the state employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

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

- (3) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in executive orders or regulations regarding nondiscrimination in employment.
- (4) The reports required in Paragraph (2) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a state, with the central office of that state employment service. Such reports shall indicate for each hiring location: (1) the number of individuals hired during the reporting period; (2) the number of non-disabled veterans of the Vietnam era hired; (3) the number of disabled veterans of the Vietnam era hired; and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.
- (5) Whenever the contractor becomes contractually bound to the listing provisions of this clause, the contractor shall advise the employment service system in each state where it has establishments of the name and location of each hiring location in the state. As long as the contractor is

contractually bound to these provisions and has so advised the state system, there is no need to advise the state system of subsequent contracts. The contractor may advise the state system when it is no longer bound by this contract clause.

- (6) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
- (7) The provisions of Paragraphs (2), (3), (4), and (5) of this clause do not apply to openings which the contractor proposes to fill from within his or her own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization or employer-union arrangement for that opening.
- (8) As used in this clause:
 - (a) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and non-production; plant and office, laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative, and professional openings are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his or her own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the government.
 - (b) "Appropriate office of the state employment service system" means the local office of the federal-state national system of public employment offices with assigned responsibility for serving the area where the employment opening to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.
 - (c) "Openings which the contractor proposes to fill from within his or her own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent

companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.

- (d) "Openings which the contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.
- (e) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (f) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (g) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the employment qualified disabled veterans and veterans of the Vietnam era for employment and the rights of applicants and employees.
- (h) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
- (i) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act so that provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provision, including action for noncompliance.

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

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

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

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

which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

1.12 AWARD OR REJECTION

It is the intention of the Owner to realize the construction of the proposed bid at the lowest possible cost within the limits of the estimated available funds and at no sacrifice in the quality and, if possible, in the scope of work. The Contract will be awarded to the responsible Bidder who submits the lowest responsive and best qualified Bid Proposal complying with these instructions and all other Contract Documents.

The Owner reserves the right to reject any or all Proposals or to waive any informality or technicality in any Proposal in the interest of the Owner. No Bidder may withdraw his Proposal for a period of 60 days after the date of the opening thereof.

1.13 INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a Bid is in doubt as to the true meaning of any part of the Drawings, Specifications, or Contract Documents, or finds discrepancies in or omissions from the Drawing or Specifications, he may submit to the Director of Building and Zoning a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by Addendum duly issued and a copy of the Addendum will be mailed, faxed or delivered to each person receiving a set of Contract Documents. Neither the Owner nor the Building Director will be responsible for any other explanations or interpretations of the Contract Documents.

1.14 ADDENDA

Any Addenda issued during the time of bidding, or forming a part of the Contract Documents, loaned to the Bidder for the preparation of his Proposal, shall be covered in the Proposal and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal.

1.15 BIDDERS INTERESTED IN MORE THAN ONE PROPOSAL

No person, firm, or corporation shall be allowed to make, file, or have an interest in more than one Bid/Proposal for the same work, unless alternate Bid/Proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a Bidder or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders.

1.16 REFERENCES

Provide references for similar past projects.

1.17 BONDING REQUIREMENTS

For contracts over \$100,000, the minimum bond requirements shall be as follows (unless otherwise waived by the City of Zion or Director of Building):

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

1.18 LIQUIDATED DAMAGES

It is understood and agreed that time is of the essence of the Contract, and that failure on the part of the Contractor to complete the Contract Work within the Time agreed upon will result in certain loss and damage to the Owner.

It is therefore covenanted and agreed that if the Contractor fails or neglects to complete his Work on or before the date fixed for completion, then said Contractor shall pay the Owner an amount to be determined to complete the remaining Work at the agreed upon unit prices.

1.19 VISITING SITE

The bidder shall visit the site of the proposed Work prior to submitting their bid, so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the contract. They will be allowed no additional compensation for his failure to be so informed.

1.20 REGULATIONS

The Contractor shall give notices, pay all fees, and comply with all Federal, State, and Municipal Laws, ordinances, rules and regulations, and building and construction codes bearing on the conduct of the work. This Contract, as to all matters not particularly referred to and defined therein, shall notwithstanding, be subject to the provisions of all pertinent ordinances of the Municipality or other political subdivision within whose limits the work is constructed, which ordinances are hereby made a part hereof with the same force and effect as if specifically set out herein.

1.21 NOTICE TO START WORK

The Contractor shall notify the Owner in writing forty-eight (48) hours before starting work at the site on this Contract of his intention to do so. In case of a temporary suspension of the Work, he shall give a similar notice before resuming Work.

1.22 USE OF PREMISES

The Contractor shall confine his apparatus; the storage of materials, and the operations of his workmen to limits indicated by the law, ordinances, permits, or direction of the Building Director and shall not reasonably encumber the premises with his materials.

The Contractor shall not load, or permit any part of the work to be loaded with a weight that will endanger its safety or street weight load limits.

The Contractor shall enforce the Engineer's, Municipal Engineer/Director of Public Works or Building Director or his designee instructions regarding signs, advertisements, fires, smoking, and sanitary facilities.

1.23 CLEANING UP

The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work, and at the completion of the work, they shall remove all their rubbish from and about the site, and all his tools, equipment, and surplus materials and shall leave the site "broom-clean", or its equivalent, unless more exactly specified.

In case of dispute, the Owner may remove the rubbish and charge the cost to the Contractor as the Director of Building/Designee or Engineer may determine to be just.

1.24 TEMPORARY TOILET

The Contractor shall provide and maintain a sanitary, temporary toilet located where directed. The temporary toilet shall be enclosed and weatherproofed and kept in a sanitary condition at all times.

1.25 LIGHT AND POWER

The General Contractor shall furnish all temporary light and power complete with all wiring, lamps, and similar equipment as required for the completion of the Work. The General Contractor shall pay for all current, for all temporary light and power for all trades. The General Contractor shall make all necessary arrangements with the local electric company for all temporary electric service and shall pay all expenses in connection therewith.

1.26 WATER

The Contractor shall be required to pay the established water rates for water obtained from the Owner. Large quantities of water for flushing sewers, filling mains, or other operations shall be drawn only at night, or at time specifically authorized by the Owner.

1.27 SCHEDULE OF OPERATIONS

The Contractor shall submit a schedule of operations to the Owner and obtain approval of said schedule from the Owner prior to any construction operations. The construction operations shall be scheduled and sequences in a manner to provide no interruptions to operation of the existing facilities. The Contractor shall be required to keep the Owner informed of any changes in the schedule and shall allow ample time for the Owner to make any system alterations as required by the construction of the various components of the project.

1.28 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, the date of beginning and the time for completion as specified in the Contract for the work to be done hereunder are essential conditions of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced and completed as agreed to by the Owner and the Contractor.

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate or progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail, or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner an amount equal to two hundred dollars (\$200.00) per day for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided further that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (a) To any preference, priority, or allocation order duly issued by the Government.
- (b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and to any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article:

Provided further that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

1.29 ENGINEER'S LIABILITY

The Engineer, Municipal Engineer/Director of Public Works or Director of Building or his designee will not be responsible for the Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and the above same will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

The Engineer, Municipal Engineer/Director of Public Works or Director of Building or his designee will not be responsible for the acts or omissions of the Contractor or any Subcontractors, or the agents or employees of any Contractor or Subcontractor, or of any other persons at the site or otherwise performing any of the work.

Neither the Engineer's, Municipal Engineer/Director of Public Works or Building Director or his designee authority to act under this Article or elsewhere in the Contract Documents nor any decision made by the Engineer, Municipal Engineer/Director of Public Works or Building Director or his designee in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer, Municipal Engineer/Director of Public Works or Building Director or his designee to the Contractor, or any of the Contractor's agents or employees or any other person performing any of the work.

1.30 LIENS

The final payment shall not be due until the Contractor has delivered to the Owner a complete release of all lien arising out of this contract, or receipts in full covering all labor and materials for which a lien could be filed and a bond satisfactory to the Owner indemnifying them against any lien.

1.31 DAMAGE TO THE WORK, THE WORK SITE, AND OTHER PROPERTY

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the commencement date until final payment of the contract. Contractor shall be responsible and liable for any damages, losses, and injuries resulting from its operations. Contractor shall be fully responsible for the protection of all public and private property and all persons.

Contractor shall have no claim against the Owner or Engineer/Director of Public Works or the Director of Building or his designee because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatever, including damage or loss due to simultaneous work by others.

Contractor shall, promptly and without charge to the Owner or Engineer, repair or replace, to the satisfaction of the Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the work site or other property as a result of the Work.

No specific provision of this Contract to the effect that Contractor shall be responsible

and liable at its sole risk and cost for the Work or any part thereof or for damage, loss, or injury caused by Contractor shall be construed to be an exclusive listing of the circumstances in which Contractor bears such responsibility and liability, but, rather, all such provisions shall be construed to be exemplary only.

Notwithstanding any other provision of this Contract, Contractor's obligations under this Article shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of the Owner, Engineer or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Article.

1.32 PERFORMANCE AND PAYMENT

The Contractor shall faithfully perform all work as set forth in these specifications. If the Contractor fails to faithfully perform in accordance with the specifications or if a dispute arises as to the quality and/or quantity of work completed, the City reserves the right to withhold authorization of Request for Payment of completed work until such time that performance has been improved or the dispute resolved.

1.33 – FORFEITURE

The City retains the right to terminate this contract at any time for cause of unsatisfactory workmanship and/or performance, or the refusal for neglect of the Contractor to prosecute the work with the work force sufficient for its completion within the specified times or for failure of the Contractor to proceed with the work in accordance with the requirements and conditions of the specifications. At least the (10) days prior to the date that the Contractor will be declared in default of the contract, the City shall give written notice by certified mail to the Contractor. This notice shall state the reasons that the Contractor is being declared in default and may also include suggested steps that the Contractor should take to remedy the occurring problems and comply with the conditions of the contract. Failure by the Contractor to correct the stated deficiencies within the notice period shall result in the Contractor being declared in default of the contract. Issuance of the notice by the City shall be indication of the intentions of the City to take the work out of the control of the Contractor and to relet the said work to other contractors.

The cost of fully completing all the work and all expense of every kind incurred by the City in completing the contract shall be charged to the Contractor and shall be deducted and paid by the City out of such monies as may be due or may become due to said Contractor. Any deficiencies of monies required to complete the contract by others shall be paid to the City by the Contractor forthwith and the bondsman will be held liable for any such deficiency. Should it become necessary for the City to declare the contract in default, such default shall in no case relieve the Contractor or his bondsman of any of the conditions of the contract.

Section 2

2.1 General/Site Specific Requirements

The work is entitled "Demolition of 1805 27th Street", City of Zion, Lake County, Illinois. The work shall include furnishing all labor, materials, equipment, tools, and services necessary to demolish the structure(s), excavate and remove/install the materials needed to complete the project as directed by the City of Zion.

The Contractor shall examine the conditions of the site and must assume the risk of encountering water, quicksand, hardpan, boulders, clay, rubbish, and underground conduits. No claim for any amount of money will be considered or allowed because of the character of the ground in which the excavation is made and/or when special foundation material is required.

General

1. Contractor is responsible for removal and proper/legal disposal of all items within and outside of structure to include but not limited to: paints, oils, solvents, cleaners, chemicals, gases, refrigerants, insecticides, any junk and debris, etc.
2. Dust control must be exercised throughout the entire project by use of proper construction techniques and water application.
3. Any and all impervious surfaces must be removed as a part of this contract to include driveways and sidewalks whether asphalt, concrete, stone or brick.
4. Soil must be contained on site and the use of silt fencing is required.
5. Entire property must be secured by 6-foot cyclone chain link fence during the entire project.
6. All Scrub brush/trees are to be removed. Remove all trees within the property line.
7. JULIE must be contacted to locate all utilities on premise.
8. All backfill must be clean sandy loam, placement of any demolition material in excavations is not allowed, must be graded per ordinance and 6 inches of top soil and seeding per ordinance. Blanket type mulch to be installed after seeding.
9. All work must be complete and approved by The City of Zion by, TBD.
10. Due to the condition of the building, the testing and remediation of the possible presents of asbestos cannot be perform. The contractor will be responsible for the coordination of a special manifest of the construction debris with the landfill. This will be required to be monitored by a licensed asbestos removal company. Documentation of this process will need to be provided to the City upon completion.
11. The City is responsible for gas and electric utility disconnects only.
13. The contractor is responsible for water and sewer disconnects.
(contractor will cut and cap water and sewer lines at property line).
14. Remove all foundations, slabs, sheds, buildings, garages and fences.
15. Disconnect and remove all signs.

2.2 Compliance with Standard and Industry Specifications

Any material, operation, or installation procedure specified by reference to a published specification or standards of any organization or association indicated in these specifications shall comply with the requirements of the specifications or standards, which is current on the date of the advertisement for bids.

The Contractor shall construct the project in conformance with the following standards except as modified herein:

- (a) Erosion Control - "Standard Specifications for Soil Erosion and Sediment Control" as published by the Illinois Environmental Protection Agency, latest edition. The City of Zion requires that a silt fence be installed around the property.
- (b) City of Zion Engineering Standards and Specifications for grading, fill and soil, seeding, asphalt repairs.

In case of a conflict with any part of the Industry Specifications cited above and these Specifications/Contract Documents, the Contract Documents shall take precedence and govern.

2.2.1 Certification of Compliance with Air & Water Acts.

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

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

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

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

- 4) Agreement by the contractor that criteria and requirements in Paragraphs (1) through (4) of this section will be included in every nonexempt subcontract. The contractor will take any action needed as required by the U.S. Federal Government to enforce such provisions.

2.3 General Construction Observance

A. Traffic Control

The Contractor shall carefully coordinate road and alley closures if required with the City, the Municipal Engineer/Director of Public Works, or Building Director or his designated representative. No complete closure of a street shall be made until the Municipal Engineer/Director of Public Works, or his designated representative have been notified and approval has been given for the Contractor's Traffic Control Plan.

Temporary traffic control devices shall be employed when necessary and shall meet the requirements of the "Standard Specifications for Road and Bridge Construction", latest edition, published by the Illinois Department of Transportation.

B. Local Roads

The Contractor shall comply with all local ordinances regarding weight limitations and street cleaning during construction operations. Any damage to the local roads caused by the Contractor shall be repaired or replaced to at least equivalent to that which existed prior to the damage at the Contractor's expense.

2.4 Protection of Trees

Every effort shall be made by the Contractor when working near trees and shrubs to preserve same from harm. No trees or shrubs shall be removed unless so indicated in the work scope or as authorized in the field by the Engineer or his designated representative. The Contractor shall be responsible for damage to or loss of any tree or shrub not specifically designated to be removed.

Damage to tree limbs shall be held to a minimum. Shrubs and tree limbs shall be tied back by the Contractor, wherever necessary to prevent their loss or damage. Wherever damage by construction equipment to limbs and branches are unavoidable, they shall be pruned by the Contractor, before starting work and sealed in accordance with best forestry practice.

Wherever necessary, the Contractor shall provide plank wrappers wired in place to protect tree trunks from being damaged by trench machinery, tractors, or trucks. Protective planking shall be removed as soon as practical after the work in the vicinity has been completed. In removing spoil banks from around trees, hand work will be required as necessary to prevent damage to the trunks by construction machinery.

Damages at the rate of one hundred dollars (\$100.00) per inch of trunk diameter shall be charged against the Contractor for unauthorized removal or destruction of any tree 4 inches in diameter or larger. No penalty will apply for removal of trees where removal is indicated on the Plans or authorized by the Engineer or his designated representative.

No pruning of tree limbs or branches will be allowed without the written permission from the Owner or unless specified in work scope. If pruning is necessary and approved an approved licensed landscape contractor will do it, if the Owner deems it is necessary

A. Rough Grading

The entire length of the sewer and water mains and former basement/foundation shall be compacted as previously specified. Only clean fill (sandy loam) must be used for backfill and lightly compacted, placing of any of the demolished materials is not allowed. After the ditch has ceased to settle, all portions of the ditch lying on maintained parkways shall be rough graded reasonably smooth and free of irregular surface changes. The degree of finish shall be that ordinarily obtainable from either blade grader or scraper operations, except as otherwise specified. All ditches, swales, and gutters shall be finished to drain readily.

B. Landscape Materials

1. Topsoil Placement

Placement of topsoil shall comply with the provisions of the State Specifications, except as provided herein. After the Engineer or his designated representative has approved rough grading, topsoil shall be uniformly spread over all areas to be seeded at a minimum depth of 4 inches. The Contractor shall be required to roll areas prior to seeding. The topsoil shall be graded flush with walk surfaces, curbs, and paving and shall be sloped accurately and smoothly in accordance with contours indicated on the Plans.

2. Seeding and Mulching

Seeding shall conform to the State Specifications for Class I Seeding, except as modified herein. Seeding shall be done during the seasons,

which are normal for such work as determined by weather conditions. Seed shall be fresh, clean, new crop seed and shall be free of all weeds, seeds classed as primary noxious weed seeds in existing Illinois seed law.

All plant areas shall be seeded with a mixture by weight of 75% Kentucky Blue Grass and 25% Redtop or Creeping Red Fescue. The mixture shall be evenly applied at the rate specified for Class I Seeding Mixture in said Specifications.

Area to be seeded shall be fertilized with a 10-6-4 mixture applied at the rate of 20 pounds per 1000 square feet at the time of seeding. All slopes steeper than 3 horizontal to 1 vertical shall be straw mulched in accordance with the State Standards.

Mulching shall be required in seeded area within 24 hours from time of seeding. Mulching shall be in accordance with the State Specifications. Use of blanket type mulch on all seeded areas unless otherwise approved or specified.

2.5 Protection of Work

Surplus excavated material not needed for backfill shall be promptly removed from the site to locations provided by the Contractor. The cost of removal and disposal of all unsuitable excavated material including pavement and surplus material shall be incidental to the contract price. The waste excavated material shall not be deposited on public or private property unless the Contractor first obtains the written permission from the property owner or the authorized representative of the appropriate public agency.

2.6 Cleanup

At the time of final inspection of work, but before acceptance, the Contractor will clean by sweeping and/or washing all paved areas affected by construction leaving them in a clean condition free of defacement or strains. All debris, rubbish, excess materials, tools, and equipment will be removed from the landscaped area.

2.7 Guaranty

The Contractor shall guarantee the City of Zion that the seeding completed on this project will germinate and produce a full crop of grass in all excavated or disturbed areas in areas directed by the Director of Building and Zoning. If said seeding does not take on whole or on part of this project, then the Contractor shall re-seed those areas as determined by the Director of Building and Zoning. The cost of Seeding Guarantee shall be considered incidental to the cost of construction and no other payment shall be made.

PROOF OF INSURABILITY
(to be prepared by bidders Insurance Agent)
(To be submitted with proposal)

PROPOSAL SUBMITTED BY:

CONTRACTOR _____

ADDRESS _____

PHONE _____

I, being duly sworn, do hereby acknowledge that I have read and understood the insurance specifications herein and agree and affirm that the above listed bidder is eligible for and can obtain and supply the appropriate insurance per the specifications contained in the contract documents for this project.

Subscribed and sworn to

Before me this _____

Of _____, 2024

Signed _____
(Insurance Agent)

Date _____

Notary Public Insurance Co. _____

Address _____

Phone _____

CITY OF ZION
TAX COMPLIANCE AFFIDAVIT

_____, being first duly sworn,
deposes and says: that they are _____
(partner, officer, owner, etc.)
of _____.
(contractor)

Check the Statement that applies:

1. The individual or entity making the foregoing proposal or bid certifies that he or she is not barred from contracting with the City of Zion because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.
2. The individual or entity making the foregoing proposal or bid certifies that such individual or entity has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due and is in compliance with the agreement.

The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

Title: _____

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to the _____ day of _____, 20____.

Notary Public

AGREEMENT

CONTRACTOR'S CERTIFICATION

_____, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of the Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) any person holding an interest in this Contract in violation of Sections 1.1 et seq. of the Illinois Purchasing Act, Ill. Rev. Stat. Ch. 127, Section 132.11-1 et seq.; (ii) the commission of an act in violation of Section 10-1 of the Illinois Purchasing Act, Ill. Rev. Stat. Ch. 127, Section 132.10-1; (iii) a default on an educational loan as provided in "An Act in relation to educational loans, amending an Act named therein", Ill. Rev. Stat. Ch. 127, Section 3551 et seq.; (iv) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in Ill. Rev. Stat. Ch. 24, Section 11-42.1-1; or (v) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, Ill. Rev. Stat. Ch. 38, Section 33E-1 et seq. or the latest editions

DATED this ____ day of _____, 2024.

Contractor

Attest/Witness

By: _____

Title: _____

Subscribed and Sworn to
before me this ____ day
of _____, 2024.

My Commission Expires: _____

(SEAL)

Notary Public

Demolition of 1805 27th Street

TOTAL BID **\$** _____

In submitting this bid, the contractor agrees that acceptance of any or all quotations by the CITY OF ZION within a reasonable period constitutes a contract.

Company _____

Address _____

Phone _____

Email _____

Printed Name of Representative:

Signature _____ Date _____

