

INVITATION FOR BIDS

(Must be modified if applicable State or Local law so requires)

The *City of Mt. Vernon* will receive Bids for Sanitary Sewer System Improvements 10:00 A.M., (Daylight Saving Time) on September 9, 2024, at The City of Mt. Vernon 1100 Main Street, Mt. Vernon, IL 62864 at which time and place all bids will be publicly opened and read aloud.

Bids are invited upon the several items and quantities of work as follows:

- Item 1. 49,575 lineal feet of 8" Sanitary Sewer Investigation
- Item 2. 3,138 lineal feet of 10" Sanitary Sewer Investigation
- Item 3. 2,966 lineal feet of 12" Sanitary Sewer Investigation
- Item 4. 1,582 lineal feet of 18" Sanitary Sewer Investigation
- Item 5. 190 lineal feet of 21" Sanitary Sewer Investigation

Contract Documents, including Drawings and Technical Specifications, are on file at the office of *City of Mt. Vernon (Engineer)* at 1100 Main Street, Mt. Vernon, IL 62864. Copies of the Contract Documents may be obtained by depositing \$25.00 with the City of Mt. Vernon for each set of documents so obtained.

A certified check or bank draft, payable to the order of City of Mt. Vernon, negotiable U.S. Government bonds (at par value) or a satisfactory Bid Bond executed by the Bidder and an acceptable surety in an amount equal to five percent (5%) of the total Bid shall be submitted with each Bid.

This project is funded in whole or in part with grant funds from the Environmental Protection Agency Grant program. Attention is called to the fact that 1) not less than the Federal prevailing wages as set forth in the Contract Documents must be paid on this project; 2) The work to be performed under this contract is subject to the requirements of Section 3, 24 CFR Part 75; and 3) The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. 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 termination of this contract or other legally available remedies.

American Iron and Steel Requirement

Comply with all federal requirements applicable to the Grant (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("**American Iron and Steel Requirement**") unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project. Comply with all record-keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Grant in advance of the maturity of the Bonds and/or other remedial actions.

Bidders must not be excluded from participating in any federal assistance program [24 CFR 85, Subpart C 85.35; 2 CFR 200.214].

The City of Mt. Vernon reserves the right to reject any or all Bids or to waive any informalities in the bidding.

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

Date August 13, 2024

City of Mt. Vernon

By John C. Lewis

Title Mayor

INSTRUCTIONS TO BIDDERS

1. **USE OF SEPARATE BID FORMS**

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

2. **INTERPRETATIONS OF ADDENDA**

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

3. **INSPECTION OF SITE**

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

4. **ALTERNATIVE BIDS**

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

5. **BIDS**

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

- b. Bid Documents including the Bid, the Bid Guaranty, the Non-Collusion Affidavit, the Certification of Bidder Regarding Equal Employment Opportunity and the Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the words "Bid Documents", project number, name of Bidder, and date and time of bid opening in order to guard against premature opening of the Bid.
- c. The City of Mt. Vernon may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.
- d. If the Contract is awarded, it will be awarded by the City of Mt. Vernon to a responsible Bidder on the basis of the lowest Bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.
- e. Each Bidder shall include in his Bid the following information:

Principals

Names

Social Security Numbers

Home Addresses (City, State, Zip Code and Telephone Numbers)

Firm

Name

Treasury Number

Address

City, State and Zip Code and Telephone Numbers

6. BID GUARANTY

- a. The Bid must be accompanied by a Bid guaranty which shall not be less than five percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a Bid bond in the form attached. The Bid bond shall be secured by a guaranty, or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of City of Mt. Vernon. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishings of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.
- b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.

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

7. COLLUSIVE AGREEMENTS

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

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

8. STATEMENT OF BIDDER'S QUALIFICATIONS

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

9. UNIT PRICES

The unit price for each of the several items in the proposal of each Bidder shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price Bid represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than 25 percent (25%), except for work not covered in the Drawings and Technical Specifications as provided for in Section 109 hereof. If lump-sum Bids are deemed advisable due to local conditions, this section must be revised accordingly.

10. CORRECTIONS

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

11. **TIME FOR RECEIVING BIDS**

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

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

12. **OPENING OF BIDS**

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

13. WITHDRAWAL OF BIDS

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

14. AWARD OF CONTRACT: REJECTION OF BIDS

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

b. The City of Mt. Vernon reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the Improvements embraced in this Contract.

15. EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BOND

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

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

If applicable State laws require separate bonds as security (1) for the

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

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

16. **WAGES AND SALARIES**

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

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

17. **EQUAL EMPLOYMENT OPPORTUNITY**

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 termination of this contract or other legally available remedies.

BID FOR UNIT PRICE CONTRACTS

Place _____
Date _____
Project No. _____

Proposal of _____ (hereinafter called "Bidder") a corporation, organized and existing under the laws of the State of _____, a partnership, or an individual doing business as _____. To the _____ (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of a _____

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

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written Notice to Proceed of the Owner and to fully complete within 180 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of \$100.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions, Part I.

Bidder acknowledges receipt of the following addendum:

*Insert corporation, partnership or individual as applicable.

**EPA Community Grant Project
Davis Bacon Labor Standards Provisions**

Bidder agrees to perform all the _____ work described in the specifications and shown on the plans for the following unit prices:

ITEM #	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	8" SANITARY SEWER INVESTIGATION	49575	LF	\$	\$
2	10" SANITARY SEWER INVESTIGATION	3138	LF	\$	\$
3	12" SANITARY SEWER INVESTIGATION	2966	LF	\$	\$
4	18" SANITARY SEWER INVESTIGATION	1582	LF	\$	\$
5	21" SANITARY SEWER INVESTIGATION	190	LF	\$	\$
				\$	\$
	TOTAL CONSTRUCTION COST				\$

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Paragraph 15b of the Instruction to Bidders. The bid security attached in the sum of _____ (\$ _____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By: _____
(Title)

(SEAL — if bid is by a corporation)

(Business Address and Zip Code)

U.S. EPA

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

-
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
 Yes No
-
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No
-
3. Bidder has filed all compliance reports due under applicable instructions.
 Yes No None Required
-
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

Replaces Form HUD-1238.CD-1, which is obsolete.

HUD-950.1(11-78)

CONTRACTOR'S REQUIREMENTS

- The Prime Contractor must submit the "Intent to Comply with Section 3" form with the bid packet. Failure to do so shall result in the bid being incomplete.
- The Prime Contractor must notify all sub-contractors of their responsibilities under Section 3
- The Prime Contractor must provide a permanent workforce breakdown of all current employees and identify those Section 3 workers that were hired within the last five years.
- The Prime Contractor must provide an estimated breakdown of potential hires for the awarded project and timeline of anticipated hiring
- The Prime Contractor must refrain from contracting with sub-contractors as to whom they have received notice or have knowledge that the sub-contractors have been found in violation of the regulations in 24 CFR 75.
- Maintain records that document a good faith effort to utilize Section 3 workers and Target Section 3 workers as trainees and employees and any other qualitative efforts to comply with Section 3. (Requirement applies to both contractors and sub-contractors.)

Recordkeeping requirements for recipients are found at 24 CFR § 75.31. The contractor is required to maintain documentation to demonstrate compliance with the regulations and is responsible for requiring their subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers and Targeted Section 3 workers.

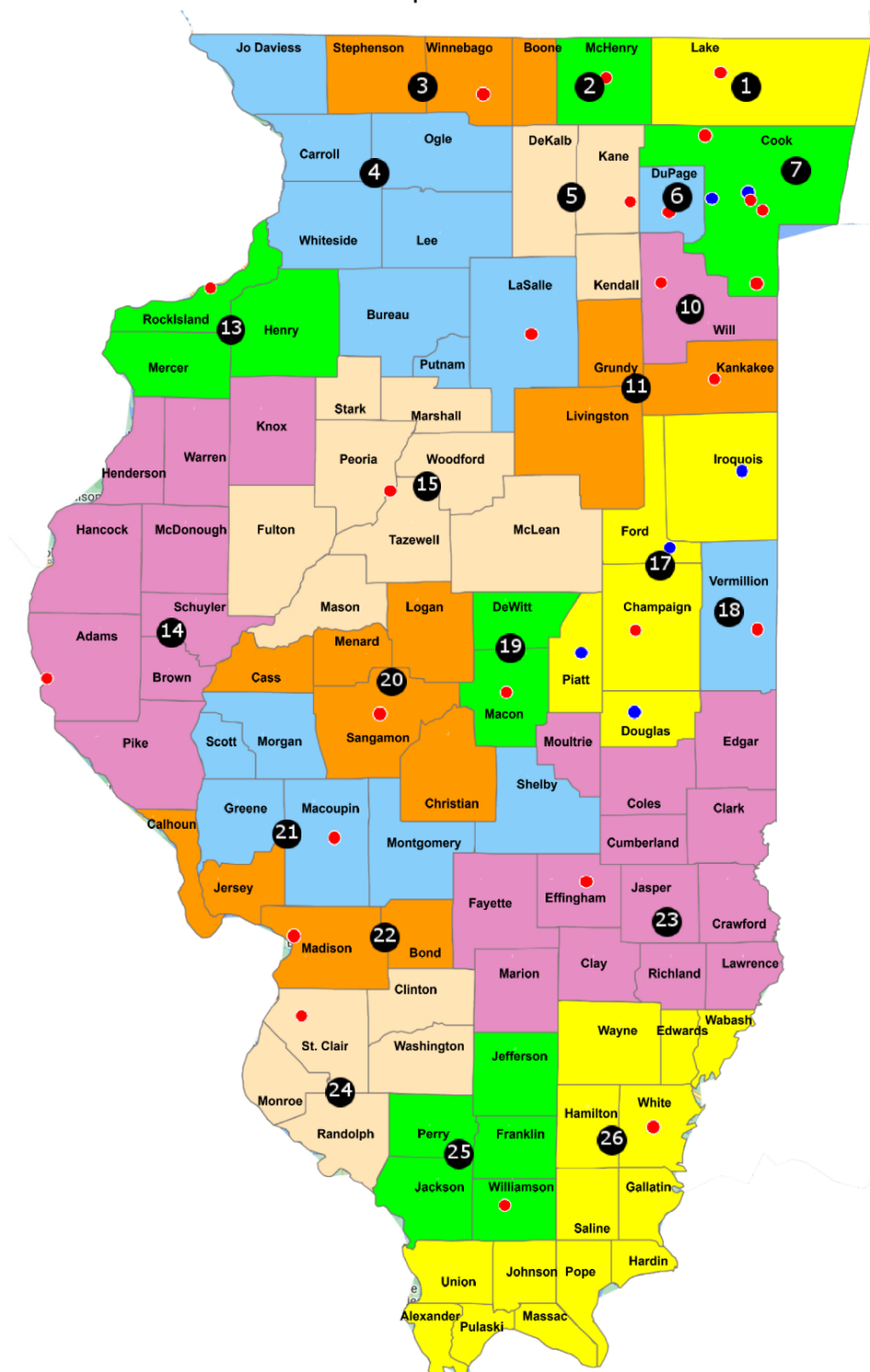
Both contractors and subcontractors must document a good faith effort to utilize Section 3 workers and Target Section 3 workers as trainees and employees. A minimum of two (2) outreach efforts must be performed to document a good faith effort. Below are examples of outreach efforts.

**Examples of Outreach Efforts to
Offer Contracting, Training and Employment Opportunities to
Section 3 Workers**

1. Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
2. Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to public housing units and common areas of all developments within the project's service area. Consult the CDBG Management Guide to determine the project's service area.
3. Utilizing HUD Opportunity Portal and Section 3 Business Registry to post employment opportunities, or to find Section 3 Businesses and/or Workers in the project's service area
4. Referring Section 3 workers to ILWorkNet job centers or other providers that offer resume building, interview preparation, job search and placement, financial literacy or other job readiness services.
5. Referring Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
6. Conducting job interviews at the housing development or developments where Section 3 workers reside, or at a location within the neighborhood or service area of the Section 3 project.
7. Contacting agencies administering HUD Youthbuild programs and requesting their assistance in recruiting HUD Youthbuild program participants for any training and employment opportunities.
8. Holding one or more job fairs.
9. Providing assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

EPA Community Grant Project
 Davis Bacon Labor Standards Provisions

Illinois workNet Center Map



- 25 Comprehensive Illinois workNet Center(s)
- 6 Affiliate Illinois workNet Center(s)

Data current as of 05/2022
 Map data ©2022 Google

**EPA Community Grant Project
Davis Bacon Labor Standards Provisions**

Illinois Regional Workforce Centers

LWIA	Name	Address	City	State	ZIPCode	Phone
1	Job Center of Lake County - Waukegan	1 North Genesee	Waukegan	IL	60085	847-377-3450
2	McHenry County Workforce Center	500 Russel Court	Woodstock	IL	60098	815-338-7100 ext. 2771
3	The Workforce Connection - Rockford	303 North Main Street	Rockford	IL	61101	815-847-7574
4	NCI Works! One Stop Center - Ottawa	1550 First Avenue	Ottawa	IL	61350	815-640-9406
5	workNet Batavia	143 First Street	Batavia	IL	60510	630-762-2120
6	workNet DuPage Career Center	2525 Cabot Dr, Suite 302	Lisle	IL	60532	630-955-2030
7	Near West American Job Center	1700 W. 18th	Chicago	IL	60608	855-994-8300
7	North Suburban Cook County American Job Center	1400 South Wolf Road	Wheeling	IL	60090	847-484-8187
7	South Suburban American Job Center @ Prairie State	202 South Halsted St	Chicago Heights	IL	60411	708-709-7975
7	Mid-South American Job Center	4314 S. Cottage Grove Ave	Chicago	IL	60653	773-538-5627
10	Workforce Center of Will County	2400 Glenwood Avenue	Joliet	IL	60435	815-727-4444
11	Kankakee Workforce Services	450 N. Kinzie	Bradley	IL	60915	815-802-8960
13	American Job Center - Rock Island	500 42nd Street	Rock Island	IL	61201	309-788-7587
14	Quincy Workforce Center	107 N. 3rd	Quincy	IL	62301	217-221-6241
15	Career Link - Peoria	406 Elm Street	Peoria	IL	61605	309-321-0260
17	Illinois workNet Center-Champaign	1307 North Mattis Ave	Champaign	IL	61821	217-531-8282
18	Vermilion County American Job Center	407 North Franklin	Danville	IL	61832	217-442-0296 ext. 101
19	Illinois workNet Center - Decatur	757 West Pershing Road	Decatur	IL	62526	217-875-8751
20	Illinois workNet Center - Springfield	1300 South Ninth Street	Springfield	IL	62703	217-524-5996
21	The Job Center-Carlinville	116 South Plum Street	Carlinville	IL	62626	217-854-9642
22	Southwestern Illinois workNet Center- Wood River	101 East Edwardsville Rd	Wood River	IL	62095	618-296-4301
23	Illinois workNet Center - Effingham	2311 Hoffman Dr.	Effingham	IL	62401	217-342-4382
24	Illinois workNet Center - American Job Center - Belleville	7650 Magna Drive Ste 120	Belleville	IL	62223	618-277-3090
25	Man-Tra-Con Corporation	3117 Civic Circle Blvd	Marion	IL	62959	618-998-0970
26	Illinois workNet Center - SIC-Carmi	1700 College Ave	Carmi	IL	62821	618-252-6020 ext. 1

INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 75] is HUD's legislative directive for ensuring that economic opportunities resulting from HUD financial assistance, including employment, job training, and contracting are, to the greatest extent feasible, directed to low- and very low-income persons. The regulations seek to ensure that public housing residents and low- and very low- income persons, and the businesses that employ these individuals, are notified about the expenditure of HUD funds in their community and encouraged to seek opportunities, if created.

A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
2. The worker is employed by a Section 3 Business Concern; or
3. The worker is a YouthBuild participant.

A Targeted Section 3 Worker is defined as a Section 3 worker who fits one of the following categories:

1. a worker employed by a Section 3 business concern; or
2. a worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - a. Living within one mile of the project, or if fewer than 5,000 people live within one mile of the project, within a circle centered on the project that is sufficient to encompass a population of 5,000 people; or
 - b. a YouthBuild participant

A Section 3 Business Concern is defined as a business in which:

1. At least 51% owned by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. At least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

Note: If your business meets the definition of a Section 3 business, you are encouraged to register as a Section 3 Business through HUD's Business

Registry here: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

Businesses who self-certify that they meet one of the regulatory definitions of a Section 3 Business Concern will be included in a searchable online database. The database can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of covered construction and non-construction contracts to Section 3 Business Concerns.

**EPA Community Grant Project
Davis Bacon Labor Standards Provisions**

Please complete the following:

1. If awarded a contract for this CDBG funded project, do you anticipate being able to determine employees' hourly wages and addresses?

Yes No

If yes, please estimate the number of hours to be completed on the project by all workers: _____

2. Is your business a Section 3 Business? Yes No

3. Is the bidder willing to consider hiring Section 3 Workers for future employment opportunities that are a direct result of this CDBG funded project?

Yes No

4. Is the bidder willing to consider subcontracting with Section 3 Businesses for this project?

Yes No

5. Is the bidder willing to provide information on hours worked by Section 3 Workers and Targeted Section 3 Workers on this project?

Yes No

I understand that this contracting opportunity is subject to HUD Section 3 requirements (24 CFR Part 75). I have read and understand the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project. If awarded a contract, the business commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the business agrees to provide reports to (Community) _____ on Section 3 efforts and accomplishments.

Name of Contractor/Subcontractor

Address

Printed Name

Title

Signature

Date

S A M P L E

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

Name of Prime Contractor

Project Name and Number

The undersigned hereby certifies that

- a. Section 3 provisions are included in the Contract
- b. An "Intent to Comply with Section 3" was certified and submitted as part of the bid proceedings.
- c. No segregated facilities will be maintained, as required by Title IV of the Civil Rights Act of 1964.

Signer Name _____

Title _____

SIGNATURE

DATE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR

PROJECT NUMBER

INSTRUCTIONS

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

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

-
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
 Yes No
-
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No
-
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No
-
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

**EPA Community Grant Project
Davis Bacon Labor Standards Provisions**

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

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

TO (Appropriate Recipient): _____ Date _____
 c/o _____ Project Number (if any) _____
 _____ Project Name _____

1. The undersigned, having executed a contract with _____ for the construction of the above-identified project, acknowledges that:

- a. The Labor Standards provisions are included in the aforesaid contract;
- b. Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

- a. Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2[a]).
- b. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

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

4. He certifies that:

- a. The legal name and the business address of the undersigned are: _____
- b. The undersigned is:
 - A SINGLE PROPRIETORSHIP A CORPORATION ORGANIZED IN THE STATE OF _____
 - A PARTNERSHIP OTHER ORGANIZATION

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

NAME	TITLE	ADDRESS

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

NAME	ADDRESS	NATURE OF INTEREST

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

NAME	ADDRESS	TRADE CLASSIFICATION

(Contractor)

Date _____ By _____

WARNING

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

**EPA Community Grant Project
Davis Bacon Labor Standards Provisions**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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

TO (APPROPRIATE RECIPIENT) DATE

C/O _____
PROJECT NUMBER (IF ANY)

PROJECT NAME

1. The undersigned, having executed a contract with _____
(CONTRACTOR or SUBCONTRACTOR)

_____ for _____
(NATURE OF WORK)

in the amount of \$ _____ in the construction of the above-identified project, certifies that:

- a. The Labor Standards Provisions of The Contract For Construction are included in the aforesaid contract.
- b. Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
- c. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.

2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any Lower tier subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the Lower tier subcontractor, in duplicate.

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

3. He certifies that:

- a. The Legal name and the business address of the undersigned are:
- b. The undersigned is:
 - A SINGLE PROPRIETORSHIP A CORPORATION ORGANIZED IN THE STATE OF _____
 - A PARTNERSHIP OTHER ORGANIZATION (DESCRIBED):

c. THE NAME, TITLE AND ADDRESS OF THE OWNER, PARTNERS OR OFFICERS OF THE UNDERSIGNED ARE:

NAME	TITLE	ADDRESS

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

NAME	ADDRESS	NATURE OF INTEREST

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

NAME	ADDRESS	TRADE CLASSIFICATION

Subcontractor: _____

By: _____ Date: _____
(Signature)

WARNING

U.S. CRIMINAL CODE, SECTION 1010, TITLE 18, U.S.C., PROVIDES IN PART: "WHOEVER, . . . MAKES, PASSES, UTTERS OR PUBLISHES ANY STATEMENT, KNOWING THE SAME TO BE FALSE. . . SHALL BE FINED NOT MORE THAN \$5,000 OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH."

INSTURSTION TO BIDDERS
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PROPOSED SUBCONTRACTS BREAKDOWN - TABLE A

FOR THE PERIOD COVERING _____, _____ through _____, _____
 (Duration of the CDBG-Assisted Project)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
TYPE OF CONTRACT (BUSINESS OR PROFESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NO. OF CONTRACTS TO PROJECT AREA BUSINESS	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESSES

*The Project Area is coextensive with the City/Village/County of _____'s boundaries.

 Company

 Project Name

 Project Number

 EEO Officer (Signature)

 Date

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ESTIMATED PROJECT WORKFORCE BREAKDOWN - TABLE B

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL EST. POSITIONS	NO. POSITIONS BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH L.I.P.A.R. *
OFFICERS/SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/RENTAL/ MANAGEMENT				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				
TRADE:				
JOURNEYMAN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				
TRADE:				
JOURNEYMAN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				
TRADE:				
JOURNEYMAN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				
TOTALS:				

*Lower Income Project Area residents.

Individuals residing within the City of _____ whose family income does not exceed 80% of the median income in the SMSA.

COMPANY

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____) ss.

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

1. He is _____ of _____, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the (City of Mt. Vernon) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Name & Title)

Subscribed and sworn to before me
this ____ day of _____, _____

(Notary Public)

My commission expires _____.

BID BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted the Accompanying Bid, dated _____, _____, for _____.

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

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

1. Forms of Bid Bonds prepared to meet the requirements of local or State laws or the needs of the City of Mt. Vernon should be substituted for this form where necessary.

_____(SEAL)

_____(SEAL)

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Attest: _____

By: _____

Attest: _____

By: _____ Affix
Corporate Seal

By: _____ Affix
Corporate Seal

Countersigned by _____

2. Attorney-in-Fact, State of _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Title _____ Corporate Seal

2. Power-of-attorney for person signing for surety company must be attached to bond.

STATEMENT OF BIDDER'S QUALIFICATIONS

(To be submitted by the Bidder only upon the specific request of the City of Mt. Vernon.)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he or she desires.

1. Name of the Bidder.
2. Permanent main office address.
3. When were you organized?
4. If a corporation, in what state were you incorporated?
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Please schedule these, showing amount of each contract and the appropriate anticipated dates of completion).
7. Describe the general character of work performed by your company.
8. Have you ever failed to complete any work awarded to you?
9. Have you ever defaulted on a contract?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year the project was completed.
11. List your major equipment that will be made available for this contract.
12. State your experience in construction work similar in importance to this project.
13. List the background and experience of the principal members of your organization, including the officers.
14. Indicate the present amount of credit available to you: \$_____.
15. Please provide a bank credit reference: _____.
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the _____?

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17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the _____ in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____, this the _____ day of _____, _____.

(Name of Bidder)

By _____

Title _____

State of _____)
) ss.
County of _____)

_____ being duly sworn deposes and says that he is _____ of _____ and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this the _____ day of _____, _____.

(Notary Public)

My Commission expires _____, _____.

CONTRACT

THIS AGREEMENT made this the _____ day of _____, _____, by and between _____ (a corporation organized and existing under the laws of the State of _____) (a partnership consisting of _____) (an individual trading as _____) [Note 1] hereinafter called the "Contractor", and _____ hereinafter called the "City of Mt. Vernon."

WITNESSETH, that the Contractor and the City of Mt. Vernon for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, _____ [Note 2] and required supplemental work for the CDBG Sanitary Sewer Lining project, all in strict accordance with the contract documents including all addenda thereto, numbered _____, dated _____ and _____, all as prepared by the City of Mt. Vernon acting and in these contract documents preparation, referred to as the "Engineer".

Special Notes:

Note 1. Strike out the two terms not applicable.

Note 2. Identify the principal items of Contract such as grading, paving, water mains, sewer lines, treatment facilities, etc.

ARTICLE 2. The Contract Price. The City of Mt. Vernon will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the *unit prices* stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in Section 109 hereof.

Alternate Pricing Techniques: In the event the statutory provisions require the contract price to be a fixed sum, in the absence of an approved form, the following should be substituted for Article 2 above.

ARTICLE 2. The Contract Price. The City of Mt. Vernon will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in Section 109 hereof, the sum of _____ Dollars (\$_____)."

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ARTICLE 3. The Contract. The executed contract documents shall consist of the following components:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed Copy of Bid
- f. General Conditions, Parts I and II
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (*as listed in the Schedule of Drawings*)

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in _____ [Note 3] original copies on the day and year first above written.

(The Contractor)

By _____ [Note 4]

Title _____

(City of Mt. Vernon)

By Mary Ellen Bechtel

Title City Manager

Special Notes:

Note 3. The number of copies to be executed by the parties must be stated in the agreement in the space provided. Such additional signed copies shall be prepared as may be required by the surety companies and others. All copies, including conformed copies, shall be compared and checked before distribution.

Note 4. Supply a description of the Contractor (e.g., proprietorship, partnership, corporation).

CORPORATE CERTIFICATIONS

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____ who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate
Seal

(Corporate Secretary)

PERFORMANCE AND PAYMENT BOND (OR BONDS)

Following the Form of Agreement, insert the approved form of the statutory *surety bond or bonds* to insure the performance of the Contract and payment of labor and materials. In addition to the corporation signatures of the surety company(ies) on the bond(s), each bond should be *countersigned* by the surety company's attorney-in-fact, authorized to act within the state in which the project is situated.

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of _____ do hereby certify as follows:

I have examined the attached Contract(s) and Performance and Payment Bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Date: _____

Note: Delete phrase "Performance and Payment Bonds" when not applicable.

GENERAL SPECIFICATIONS

GENERAL CONDITIONS PART I

101. DEFINITIONS

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

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

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furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.

- k. The terms “*Addendum*” or “*Addenda*” mean any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Local Public Agency to prospective Bidders prior to the time of receiving Bids.
- l. The term “*Secretary*” means the Secretary of Housing and Urban Development, or other person who may be at the time acting in the capacity or authorized to perform the functions of such secretary, or the authorized representative thereof.
- m. The term “*Department*” means the Illinois Department of Commerce and Economic Opportunity.

102. SUPERINTENDENCE BY CONTRACTOR

- a. Except where the Contractor is an individual and gives his personal superintendence to the work, the contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.
- b. The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

103. SUBCONTRACTS

- a. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has submitted a Non-Collusion Affidavit from the subcontractor in substantially the form shown on the following page and has received written approval of such subcontractor from the Local Public Agency.
- b. No proposed subcontractor shall be disapproved by the Local Public Agency except for cause.
- c. The Contractor shall be as fully responsible to the Local Public Agency for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)

County of _____) ss.

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

1. He is _____ of _____, hereinafter referred to as the "subcontractor";
2. He is fully informed respecting the preparation and contents of the subcontractor's Proposal submitted by the subcontractor to _____, the Contractor for certain work in connection with the _____ Contract pertaining to the Project in _____ (City or County and State);
3. Such subcontractor's Proposal is genuine and is not a collusive or sham proposal;
4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, with any other Bidder, firm or person to fix the price or prices in said subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Mt. Vernon (Local Public Agency) or any person interested in the proposed Contract; and
5. The price or prices quoted in the subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title)

Subscribed and sworn to before me

this ____ day of _____, _____

(Notary Public)

My commission expires: _____.

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- d. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract.
- e. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City of Mt. Vernon.
- f. The Contractor shall not award work to Subcontractor(s) in excess of 50 percent of the contract price without prior written approval of the City of Mt. Vernon.

104. OTHER CONTRACTS

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

105. FITTING AND COORDINATION OF WORK

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

106. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

107. PROGRESS SCHEDULE

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

- b. If a lump sum Contract Price is deemed advisable, the following paragraph should be added here:

COST BREAKDOWN - The Contractor shall submit to the City of Mt. Vernon a breakdown of his estimated cost of all Site Preparation work, so arranged and itemized as to meet the approval of the City of Mt. Vernon. The breakdown shall be submitted promptly after execution of the agreement and before any payment is made to the Contractor for the work performed under the Contract. After approval by the City of Mt. Vernon the unit prices established in the breakdown shall be used in estimating the amount of partial payments to be made to the Contractor.

108. PAYMENTS TO CONTRACTOR

1. Partial Payments

- a. The Contractor shall prepare the requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.

Payment shall be made to the Contractor within 45 days of the City of Mt. Vernon's (at the engineer's recommendation) approval of a partial pay request.

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

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

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

2. Final Payment

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

Final payment to the Contractor shall be made subject to his furnishing the City of Mt. Vernon with a release in satisfactory form of all claims against the City of Mt. Vernon arising under and by virtue of his Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under Section 113 hereof. Final payment is also contingent upon the City of Mt. Vernon's receipt of a complete set of "*as built*" drawings approved by the project engineer based upon information provided by the contractor.

- b. If a *lump sum* Contract Price is deemed advisable, the following paragraph should be added here:

The amount of the final payment due the contractor shall be the lump sum shown in the Agreement or this sum as adjusted by approved change orders.

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

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- d. Withholding of any amount due the City of Mt. Vernon under Section 303, entitled Liquidated Damages, under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.

3. Withholding Payments

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

4. Payments Subject to Submission of Certificates

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

109. CHANGES IN THE WORK

- a. The City of Mt. Vernon may make changes in the scope of work required to be performed by the Contractor under the Contract or making the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.
- b. Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the Improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the City of Mt. Vernon authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

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- c. If applicable unit prices are contained in the Agreement (established as a result of either a unit price bid or a Supplemental Schedule of Unit Prices) the City of Mt. Vernon may order the Contractor to proceed with desired unit prices specified in the Contract, provided that in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than 25 percent (25%) in accordance with the Section entitled Unit Prices, under Instructions to Bidders.
- d. If applicable unit prices are not contained in the Agreement or if the total net change increases or decreases the total Contract Price more than 25 percent (25%), the City of Mt. Vernon shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:
 1. If the proposal is acceptable the City of Mt. Vernon will prepare the change order in accordance therewith for acceptance by the Contractor and
 2. If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the City of Mt. Vernon may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials and insurance plus 15 percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.
- e. Each change order shall include in its final form:
 1. A detailed description of the change in the work.
 2. The Contractor's proposal (if any) or a confirmed copy thereof.
 3. A definite statement as to the resulting change in the Contract Price and/or time.
 4. The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
- f. The procedures as outlined in this section for a unit price contract also apply in the case of a lump sum contract.

110. CLAIMS FOR EXTRA COST

- a. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the City of Mt. Vernon, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- b. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- c. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the City of Mt. Vernon and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the City of Mt. Vernon.
- d. If, on the basis of the available evidence, the City of Mt. Vernon determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Section 109 thereof.

111. TERMINATION, DELAYS AND LIQUIDATED DAMAGES

- a. *Right of the City of Mt. Vernon to Terminate Contract.* In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his subcontractors, the City of Mt. Vernon may serve written notice upon the Contractor and the surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the City of Mt. Vernon shall immediately serve notice thereof upon the surety and the Contractor and the surety shall have the right to take over and perform the Contract; provided, however, that if the surety does not commence performance thereof within ten (10) days from the date of the mailing to such surety of notice of termination, the City of Mt. Vernon may take over the work and prosecute the same to completion by Contract or by force account for the account and at the expense of the Contractor and the Contractor and his surety shall be liable to the City of Mt. Vernon for any excess cost occasioned the City of Mt. Vernon thereby, and in such event the City of Mt. Vernon may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

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- b. *Liquidated Damages for Delays.* If the work is not completed within the time stipulated in Section 302 hereof, including any extension of time for excusable delays as herein provided, then the Contractor will pay to the City of Mt. Vernon the amount for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default. The Contractor and his sureties shall be liable to the City of Mt. Vernon for the amount thereof.

- c. *Excusable Delays.* The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:
 - 1. To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;
 - 2. To any acts of the City of Mt. Vernon;
 - 3. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the City of Mt. Vernon, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
 - 4. To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2), and (3) of this paragraph "c".

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

112. ASSIGNMENT OR NOVATION

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

113. DISPUTES

- a. All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS under GENERAL CONDITIONS, PART II whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the City of Mt. Vernon for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim, but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the City of Mt. Vernon of notice thereof.
- b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Local Policy Agency will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.
- c. If the Contractor does not agree with any decision of the City of Mt. Vernon, he shall in no case allow the dispute to delay the work but shall notify the City of Mt. Vernon promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

114. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Technical Specifications shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the City of Mt. Vernon, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

115. SHOP DRAWINGS

- a. All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in 1 copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor for extension of the contract time shall be granted by reason of his failure in this respect.

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- b. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time; otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- c. If a shop drawing is in accord with the Contract or involves only a minor adjustment in the interest of the City of Mt. Vernon not involving a change in contract price or time, the Engineer may approve the drawing. The approval shall be general, shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing, and shall contain in substance the following:

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

116. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the City of Mt. Vernon for any additional information not already in his possession which should be furnished by the City of Mt. Vernon under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

117. MATERIALS AND WORKMANSHIP

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

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- b. The Contractor shall furnish to the City of Mt. Vernon for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. (See Section 118 thereof.)
- c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- d. Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications, shall have full force and effect as though printed therein.
- e. The City of Mt. Vernon may require the Contractor to dismiss from the work such employee or employees as the City of Mt. Vernon or the Engineer may deem incompetent, or careless, or insubordinate.

118. SAMPLES, CERTIFICATES AND TESTS

- a. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc. as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except after acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.
- b. Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with the contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

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- c. Approval of any materials shall be general only and shall not constitute a waiver of the City of Mt. Vernon's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- d. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
 - 1. The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
 - 2. The Contractor shall assume all costs of retesting materials which fail to meet contract requirements;
 - 3. The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
 - 4. The City of Mt. Vernon will pay all other expenses.

119. PERMITS AND CODES

- a. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances and codes, including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the City of Mt. Vernon. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances or codes, the City of Mt. Vernon will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

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

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- b. The Contractor shall, at his own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- c. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

120. CARE OF WORK.

- a. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City of Mt. Vernon.
- b. The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.
- c. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the City of Mt. Vernon, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the City of Mt. Vernon. Any compensation claimed by the Contractor on account of such emergency work will be determined by the City of Mt. Vernon as provided in Section 109 hereof.
- d. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- e. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the City of Mt. Vernon from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the City of Mt. Vernon may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

121. ACCIDENT PREVENTION

- a. No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- b. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City of Mt. Vernon may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable laws.
- c. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City of Mt. Vernon with reports concerning these matters.
- d. The Contractor shall indemnify and save harmless the City of Mt. Vernon from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

122. SANITARY FACILITIES

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

123. USE OF PREMISES

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

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- b. The Contractor shall comply with all reasonable instructions of the City of Mt. Vernon and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

124. REMOVAL OF DEBRIS, CLEANING, ETC.

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

125. INSPECTION

- a. All materials and workmanship shall be subject to inspection, examination, or test by the City of Mt. Vernon and the Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The City of Mt. Vernon shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefore. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the City of Mt. Vernon may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the City of Mt. Vernon.
- b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section 118 hereof.) All tests by the City of Mt. Vernon will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.
- c. The Contractor shall notify the City of Mt. Vernon sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the City of Mt. Vernon, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the City of Mt. Vernon.
- d. Should it be considered necessary or advisable by the City of Mt. Vernon at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15

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percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

- e. Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- f. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the City of Mt. Vernon or its agents, shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

126. REVIEW BY CITY OF MT. VERNON

The City of Mt. Vernon, its authorized representatives and agents and the Representative for the Secretary, and representatives of the department shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the City of Mt. Vernon through its authorized representatives or agents.

127. FINAL INSPECTION

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

128. DEDUCTION FOR UNCORRECTED WORK

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

129. INSURANCE

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

- a. *Compensation Insurance:* The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
- b. *Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:* The Contractor shall procure and shall maintain during the life of this Contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Special Conditions.
- c. *Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:* The Contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Special Conditions specified in subparagraph (b) hereof.
- d. *Scope of Insurance and Special Hazards:* The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this Contract as enumerated in the Special Conditions.
- e. *Builder's Risk Insurance (Fire and Extended Coverage):* Until the project is completed and accepted by the City of Mt. Vernon, the City of Mt. Vernon, or Contractor (at the City of Mt. Vernon's option as indicated in the Special Conditions) is required to maintain Builder's Risk Insurance (*fire and extended coverage*) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the City of Mt. Vernon, the Contractor, and subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (*fire and extended coverage*) premiums

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during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from his obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and his surety shall be obligated to full performance of the Contractor's undertaking.

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

130. PATENTS

The Contractor shall hold and save the City of Mt. Vernon, its officers, and employees, harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, specifically stipulated in the Technical Specifications.

131. WARRANTY OF TITLE

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

132. GENERAL GUARANTY

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

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guaranty will extend. This period of time should be determined in line with the character of the improvements and local practice in this respect.)

The City of Mt. Vernon will give notice of defective materials and work with reasonable promptness.

133. COMPLIANCE WITH AIR AND WATER ACTS

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

1. Any facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
2. He will comply with all requirements of Section 114 of the Clean Air Act as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1251) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations & guidelines issued thereunder.
3. He will promptly notify the owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.
4. He will include or cause to be included the provisions of paragraphs (1) through (4) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

134. EQUAL EMPLOYMENT OPPORTUNITY

1. If the contract amount is \$10,000 or less, the following conditions shall apply:

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

- a. The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth the provisions of this nondiscrimination clause.

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- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (*Applicable to contracts/subcontracts exceeding \$10,000.*)
- a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
 - b. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area.

Timetables	Goals for Minority participation for each trade	Goals for female participation in each trade
	<i>Insert goal as found in Appendix 3-6-B</i>	11.4%

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

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

- c. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days

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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.

- d. As used in this Notice, and in the contract resulting from this solicitation, the “covered area” is *(insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any)*.

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

- a. As used in these specifications:

- i. “*Covered area*” means the geographical area described in the solicitation from which this contract resulted;
- ii. “*Director*” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- iii. “*Federal Employer Identification Number*” (FEIN) means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- iv. “*Minority*” includes:

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

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

Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

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

- b. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall 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.

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- c. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- d. The Contractor shall implement the specific affirmative action standards provided in paragraphs 3a through 3p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
- e. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- g. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - i. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure

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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.

- ii. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- iii. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- iv. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- v. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 3b above.
- vi. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- vii. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff,

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termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- viii. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- ix. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- x. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
- xi. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- xii. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- xiii. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- xiv. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

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- xv. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - xvi. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (3a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 3a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the contractor's non-compliance.
- i. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (*for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized*).
- j. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- k. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- l. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

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- m. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 3 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- n. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (*e.g., mechanic, apprentice, trainee or laborer*), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (*e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program*).

135. SECTION 504 OF THE REHABILITATION ACT OF 1973 (If \$2,500 or Over)

Affirmative Action for Workers With Disabilities

- 1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 2. 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.
- 3. 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

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advance in employment qualified employees with disabilities and applicants for employment, and the rights of applicants and employees.

4. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment individuals with disabilities.
5. 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 504 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

136. SECTION 402 VETERANS OF THE VIETNAM ERA (If \$10,000 or Over)

Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

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 \$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

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to the placing of a bona fide job order, including the acceptance or 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 by paragraph (2) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of non-disabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.
5. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no 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 Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
8. 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.
9. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

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

137. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

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.

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

Any contract or subcontract awarded by a recipient or contractor shall include the following clause (referred to as a Section 3 clause):

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth

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minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- d. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- f. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

139. NONSEGREGATED FACILITIES

The Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Contractor covenants that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, 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 Contractor agrees that prior to award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that he will retain such certifications in his files.

140. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

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

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

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

141. AMERICANS WITH DISABILITIES ACT

Title II of the Americans with Disabilities Act specifically requires that all newly constructed or altered streets, roads, highways, and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections. Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways [28 CFR 35.151(e)].

GENERAL SPECIFICATIONS

GENERAL CONDITIONS PART II

(Federal Labor Standards Provisions)

200. SEE ATTACHMENT - 2 CFR Ch. II (1–1–14 Edition) Pt. 200, App. II

201. APPLICABILITY

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

202. WAGE RATES AND FRINGE BENEFITS FOR LABORERS AND MECHANICS

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (**a copy of which is attached and herein incorporated by reference**), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the City of Mt. Vernon or Public Body for the cashing of the same without cost or expense to the employee. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the

contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

203. UNDERPAYMENTS OF WAGES OR SALARIES

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the City of Mt. Vernon or Public Body in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

204. ANTICIPATED COSTS OF FRINGE BENEFITS

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the City of Mt. Vernon or Public Body with the first payroll filed by the Contractor subsequent to receipt of the findings.

205. OVERTIME COMPENSATION REQUIRED BY CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (76 State. 357-360: Title 40 U.S.C., Sections 327-332)

- a. *Overtime Requirements.* No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week, as the case may be.
- b. *Violation: Liability for Unpaid Wages Liquidated Damages.* In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition such Contractor and subcontractor shall be liable

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to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph (a), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a).

- c. *Withholding for Liquidated Damages.* The City of Mt. Vernon or Public Body shall withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).
- d. *Subcontracts.* The Contractor shall insert in any subcontracts the clauses set forth in paragraphs (a), (b), and (c) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

206. APPRENTICES AND TRAINEES

- a. *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in paragraph 2, below, or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the contracting officer, or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeymen hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.
- b. *Trainees.* Except as provided in 29 CFR 5.15 trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification, by the U.S.

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Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish the contracting officer, or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

207. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

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

208. REGULATIONS PURSUANT TO SO-CALLED COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the Copeland Anti-Kickback Act (Title 40 U.S.C., Section 276c), and any amendment or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractor thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerance, and exemptions from the requirements thereof.

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

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

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Public Body shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

210. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

The City of Mt. Vernon or Public Body shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the fringe benefit expressed as an hourly cash equivalent cannot be determined, the City of Mt. Vernon shall refer its recommendation through HUD to DOL for determination.

211. POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS

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

212. 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.

213. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

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

214. QUESTIONS CONCERNING FEDERAL STATUTES AND REGULATIONS

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

Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

215. PAYROLLS AND BASIC PAYROLL RECORDS OF CONTRACTOR AND SUBCONTRACTORS

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

216. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

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

217. INELIGIBLE SUBCONTRACTORS

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the City of Mt. Vernon's or Public Body's prior written approval of the subcontractor. The City of Mt. Vernon or

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Public Body will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor or the Secretary of Housing and Urban Development, to receive an award of such subcontract.

218. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

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

219. BREACH OF FOREGOING FEDERAL LABOR STANDARDS PROVISIONS

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

GENERAL SPECIFICATIONS

SPECIAL CONDITIONS

301. PROJECT SITE

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

The Project Area consists of the area within the property limits bounded in general by City of Mt. Vernon, IL, all as shown on the City of Mt. Vernon Sanitary Sewer Improvements, Jefferson County, IL designated as Drawing(s) No.(s) 1-7.

302. TIME FOR COMPLETION

- a. The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the City of Mt. Vernon in the Notice to Proceed to the Contractor and shall be substantially completed within 180 consecutive calendar days and fully completed within 195 consecutive calendar days thereafter.

303. LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this contract are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the City of Mt. Vernon the sum of One Hundred and 00/100 Dollars (\$ 100.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated for completion, or as modified in accordance with Section 109 hereof, until such work is satisfactorily completed and accepted.

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

304. SPECIAL HAZARDS

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

(Please List)

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

As required under Section 129 of the General Conditions the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$ 1,000,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$ 1,000,000.00 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$ 1,000,000.00.

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

306. BUILDER'S RISK INSURANCE

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

307. RESPONSIBILITIES OF CONTRACTOR

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

308. COMMUNICATIONS

- a. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- b. Any notice to or demand upon the Contractor shall be sufficiently stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the City of Mt. Vernon), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- c. All papers required to be delivered to the City of Mt. Vernon shall, unless otherwise specified in writing to the Contractor, be delivered to the City of Mt. Vernon at 1100 Main Street, Mt. Vernon, IL 62864, and any notice to or demand upon the City of Mt. Vernon shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said City of Mt. Vernon at such address, or to such other representatives of the City of

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Mt. Vernon or to such other address as the City of Mt. Vernon may subsequently specify in writing to the Contractor for such purposes.

- d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or (in the case of telegrams) at the time of actual receipt, as the case may be.
- e. This section does not apply to decisions given pursuant to Section 113(b) of this Contract.

309. JOB OFFICES

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

(None required for this project)

- b. The Contractor and his subcontractors may maintain such office and storage facilities on the Site as are necessary for the proper conduct of the work to be performed on the Site. The City of Mt. Vernon shall be consulted with regard to locations.
- c. Upon completion of the Improvements, or as directed by the City of Mt. Vernon, the Contractor shall remove all such temporary structures and facilities from the Site, same to become his property, and leave the Site of the work in the condition required by the Contract.
- d. Consideration should be given to the deletion of paragraph "a" if the time set for completion of the Improvements is less than sixty (60) days. It may also be deleted if a job office has been otherwise provided or usable space is available in existing buildings.
- e. If a job office is required, specify in detail the facilities and services required, such as adequate office space, light, heat, hot and cold water, toilet facilities, janitor service, local telephone, closets, plan racks, etc.

310. PARTIAL USE OF SITE IMPROVEMENTS

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

- a. The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- b. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

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- c. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship.
- d. The period of guarantee stipulated in Section 132 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

311. WORK BY OTHERS

(It may be that local ordinances or regulations require connections, or disconnections, from utilities or sewers to be made by designated departments or companies. These facts should be obtained and inserted in this Section. The costs, if any, to the Contractor should be stated in paragraph "b". Delete such items not applicable.)

The following work will be done by others:

a. *At no expense to the Contractor.*

- 1. On Site:
 - a.
 - b.
 - etc.

- 2. Off Site:
 - a.
 - b.

b. *At the expense of the Contractor.*

- 1. On Site:
 - a.
 - b.
 - etc.

312. CONTRACT DOCUMENTS AND DRAWINGS

The City of Mt. Vernon will furnish the Contractor without charge 3 (*Insert number to be supplied without cost to the Contractor which should be determined by the magnitude of the Contract and probable number of subcontracts*) copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

GENERAL SPECIFICATIONS

SCHEDULE OF DRAWINGS

<u>Drawing No.</u>	<u>Date</u>	<u>Title</u>
--------------------	-------------	--------------

(List all Working Drawings)

Maps

Engineering

Architectural

Structural

Electrical

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

1. prepared in accordance with local standards and ordinances; and
2. approved in the designated head of the proper department of the Local Government, before being included in the Contract Documents.

TECHNICAL SPECIFICATIONS

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

NOTICE OF AWARD

To: _____

Project Description: _____

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

You are hereby notified that our 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 the Notice to you.

If you fail to execute said Agreement and to furnish said BONDS with 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 _____, _____

Owner
By: _____
Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: _____
This the _____ day of _____,
By: _____
Title: _____

NOTICE TO PROCEED

To: _____

Date: _____
Project: _____

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

Owner
By: _____
Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this the _____ day of

_____, _____

By _____

Title _____

CHANGE ORDER

Change Order No. _____
Date: _____
Agreement Date: _____

NAME OF PROJECT: _____

OWNER: _____

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE: \$ _____

Original CONTRACT PRICE: \$ _____

Current CONTRACT PRICE Adjusted by previous CHANGE ORDER: \$ _____

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by:
\$ _____

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

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.

The date for completion of all work will be _____ (Date).

Approvals Required:

To be effective this order must be approved by the signatories below.

Requested by: _____

Recommended by: _____

Ordered by: _____

Accepted by: _____

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Contractor's Application for Payment No.

Application Period:		Application Date:	
To (Owner):		Via (Engineer):	
Project:		Contract:	
Owner's Contract No.:		Contractor's Project No.:	
		Engineer's Project No.:	

**Application For Payment
Change Order Summary**

Approved Change Orders				
Number	Additions	Deductions		
			1. ORIGINAL CONTRACT PRICE..... \$	
			2. Net change by Change Orders..... \$	
			3. Current Contract Price (Line 1 ± 2)..... \$	
			4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$	
			5. RETAINAGE:	
			a. <input checked="" type="checkbox"/> Work Completed..... \$	
			b. <input checked="" type="checkbox"/> Stored Material..... \$	
			c. Total Retainage (Line 5.a + Line 5.b)..... \$	
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$	
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$	
			8. AMOUNT DUE THIS APPLICATION..... \$	
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$	
TOTALS				
NET CHANGE BY CHANGE ORDERS				

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: _____ Date: _____

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Engineer) _____ (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____
Funding or Financing Entity (if applicable) _____ (Date)

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Stored Material Summary									Contractor's Application					
For (Contract):									Application Number:					
Application Period:									Application Date:					
Bid Item No.	A		B	C		D		E	Subtotal Amount Completed and Stored to Date (D + E)	F		G		
	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Amount (\$)	Amount Stored this Month (\$)	Incorporated in Work			Date (Month/Year)	Amount (\$)	Materials Remaining in Storage (\$) (D + E - F)	
Totals														

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project:	Contract Name:

This [preliminary] [final] Certificate of Substantial Completion applies to:

- All Work The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: None
 As follows

Amendments to Contractor's responsibilities: None
 As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
(Authorized signature)	Owner (Authorized Signature)	Owner (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

MINORITY WORKFORCE GOALS

<u>COUNTY</u>	<u>GOAL PERCENT</u>	<u>COUNTY</u>	<u>GOAL PERCENT</u>
ADAMS	3.1	LEE	4.6
ALEXANDER	11.4	LIVINGSTON	18.4
BOND	11.4	LOGAN	4.0
BOONE	6.3	MACON	7.6
BROWN	3.1	MACOUPIN	11.4
BUREAU	18.4	MADISON	14.7
CALHOUN	11.4	MARION	11.4
CARROLL	3.4	MARSHALL	3.3
CASS	4.0	MASON	3.3
CHAMPAIGN	7.8	MASSAC	5.2
CHRISTIAN	4.0	MCDONOUGH	3.3
CLARK	2.5	MCHENRY	19.6
CLINTON	14.7	MCLEAN	2.5
COLES	4.8	MENARD	4.5
COOK	19.6	MERCER	3.4
CRAWFORD	2.5	MONROE	14.7
CUMBERBLAND	4.8	MONTGOMERY	11.4
DEKALB	18.4	MOULTRIE	4.0
DEWITT	4.0	OGLE	4.6
DOUGLAS	4.8	PEORIA	4.4
DUPAGE	19.6	PERRY	11.4
EDGAR	4.8	PIATT	4.8
EDWARDS	3.5	PIKE	3.1
EFFINGHAM	11.4	POPE	5.2
FAYETTE	11.4	PULASKI	11.4
FORD	4.8	PUTNAM	18.4
FRANKLIN	4.8	RANDOLPH	11.4
FULTON	3.3	RICHLAND	11.4
GALLATIN	3.5	ROCK ISLAND	4.6
GREENE	11.4	SALINE	3.5
GRUNDY	18.4	SANGAMON	4.5
HAMILTON	3.5	SCHUYLER	3.3
HANCOCK	3.4	SCOTT	4.0
HARDIN	5.2	SHELBY	4.0
HENDERSON	3.4	STARK	3.3
HENRY	4.6	STEPHENSON	4.6
IROQUOIS	18.4	ST. CLAIR	14.7
JACKSON	11.4	TAZEWELL	4.4
JASPER	11.4	UNION	11.4
JEFFERSON	11.4	VERMILLION	4.8
JERSEY	11.4	WABASH	3.5
JODA VIESS	0.5	WARREN	3.3
JOHNSON	11.4	WASHINGTON	11.4
KANE	19.6	WAYNE	11.4
KANKAKEE	9.4	WHITE	3.5
KENDALL	18.4	WHITESIDE	3.4
KNOX	3.3	WILL	19.6
LASALLE	18.4	WILLIAMSON	11.4
LAWRENCE	3.5	WINNEBAGO	6.3
LAKE	19.6	WOODFORD	4.4

Female workforce goals (all counties): 6.9 percent

SOURCE: Federal Register/Vol.45 No.194/Friday, October 3, 1990, Notices Pages 65987-65988

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called PRINCIPAL,
and

(Corporation, Partnership, or Individual)

(Name of Surety)

hereinafter called SURETY, are held and firmly bound unto

(Name of Owner)

hereinafter called OWNER in the total aggregate 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, our heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

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

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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 the PRINCIPAL 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 thereunder or the SPECIFICATIONS accompanying same shall in any way 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 it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiaries hereunder.

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

ATTEST:

_____ Principal

(Principal) Secretary

(SEAL)

By _____ (s)

(Witness to Principal)

(Address)

(Address)

Surety

ATTEST:

Witness to Surety

BY _____
Attorney-in-Fact

(Address)

(Address)

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

If CONTRACTOR is partnership, all partners should execute BOND.
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

_____ (Name of Contractor)

_____ (Address of Contractor)

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

_____ (Name of Surety)
hereinafter called SURETY, are held and firmly bound unto _____

_____ (Name of Owner)

_____ (Address of Owner)

hereinafter called OWNER and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate 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, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 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, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

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PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL, or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way 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 this contract or to the WORK or to the SPECIFICATIONS.

PROVIDE, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy that amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the Contract, or the Loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

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.

**EPA Community Grant Project
Davis Bacon Labor Standards Provisions**

WITNESS WHEREOF, this instrument is executed in _____
Number
counterparts, each of which shall be deemed an original, this the _____ day of _____.

ATTEST:

(Principal) Secretary

Principal

(SEAL)

By _____ (s)

(Address)

Witness as to Principal

(Address)

Surety

ATTEST:

Witness as to Surety

By _____
Attorney-in-Fact

(Address)

(Address)

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

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

A. APPLICABILITY

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

1. Minimum wages and fringe benefits

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

ii. Frequently recurring classifications

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

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

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

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iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- 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 used 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. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

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

v. Unfunded plans

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

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tary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

2. Withholding

i. Withholding requirements

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

ii. Priority to withheld funds

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

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

3. Records and certified payrolls

i. Basic record requirements

- A. Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. Information required** Such records must contain the name; Social Security number; last known

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address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

- C. Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- D. Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.
- ii. Certified payroll requirements**
- A. Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system
- B. Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

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- C. Statement of Compliance** Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor’s or subcontractor’s agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
 2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
 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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- D. Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
- E. Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
- F. Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- G. Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iii. Contracts, subcontracts, and related documents The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iv Required disclosures and access

- A. Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- B. Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of

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funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

- C. Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determina-

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tion for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

ii Equal employment opportunity The use of apprentices and journeyworkers under this part must 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 must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.
- 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.**
- By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
 - No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
 - The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.
- 11 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain,

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coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

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

- 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 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
- 3. Withholding for unpaid wages and liquidated damages**
 - i. Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was

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awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

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

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

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i.** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- ii.** Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- iv.** Informing any other person about their rights under CWHSSA or 29 CFR part 5.

C. CWHSSA required records clause In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copy-

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ing, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) 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 or her 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 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
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.

PREVAILING WAGE RATES

TECHNICAL SPECIFICATIONS

Scope of the project will include the following:

- 1. Approximately 57,451 LF of 8” through 21” sanitary sewer mains along the alignments as shown on the attached plans shall be thoroughly cleaned and inspected.**
- 2. All sanitary sewer mains and manholes along the alignments as shown shall be televised. They shall be inspected and evaluated per the National Association of Sewer Service Companies (NASSCO) pipeline Assessment and Certification Program (PACP). Contractor shall also provide PACP generated indices including the Structural, Maintenance, and Overall Pipe Rating Index (SPRI, MPRI, and OPRI) for grading of each pipe segment. These indices shall be for each pipe segment that is inspected and shall be included in the summary report referenced below to allow the City to evaluate each line segment for both structural and maintenance (Operations and Maintenance) rehabilitation needs, if any. This program will provide the City the ability to benchmark the sewer pipe condition and evaluate pipe conditions consistently from one project to another. A copy of the televised sewer shall be provided to the City on a thumb drive. If necessary, a basic version of viewing software shall be provided to the City to view all televised pipes.**
- 3. Contractor shall provide a copy of their National Association of Sewer Service Companies (NASSCO), Pipeline Assessment and Certification Program (PACP) certifications for all key personnel involved in the project.**
- 4. Included in the bid, the Contractor shall provide a sample report, as described in paragraph 10 of the technical specifications, showing some pipe analysis of pipe segments including condition analysis and rehab recommendations.**
- 5. Traffic Control – The Contractor shall be solely responsible for all signage, flagging, cones, personnel and any other item or personnel required for traffic control. The cost of traffic control shall be incidental to the project.**

- 6. Water: Water will be provided at no charge to the contractor. A traveling Meter will be provided for the purpose of tracking water used for the project.**
- 7. The City has mapped and identified the sanitary sewer pipes to be inspected. Pipe sizes are identified on the attached bid form. The pipe lengths are identified on ATTACHMENT 1.**
- 8. Waste Disposal: All waste shall be removed from the system and transported to the City of Mt. Vernon Wastewater Treatment plant on East Perkins Avenue. There will be no fee for disposal of this material.**
- 9. A written report, either in Access database format or Excel spreadsheet format, shall be provided to assist the City in long range planning and prioritization of pipe repairs and rehabilitation. This report shall be in an easy to follow system, with data filters included in the spreadsheets or database files that allow the City to sort the report by line segment, type of defect, severity of defects, etc. Said reports in this format(s) shall provide the City a comprehensive breakdown of various pipe sizes and conditions. The report shall also document the complete condition of the system, including debris loads, pipe cracking and defects, leaking pipe joints, defective, active or capped sewer laterals, root infestation, and location and condition of all laterals. The report shall include recommendations for various repairs including but not limited to pipe and manhole grouting, cured-in-place (CIPP), CIPM (cured-in-place-manhole) manhole lining, point repairs, and or pipe replacements. These recommendations shall include a contractor estimated cost by service type with summary totals of units for all work recommended for completion. A full presentation of the findings, analysis and recommendations will be presented by the contractor to the City of Mount Vernon Utilities Committee. Failure to provide such analysis and grading as referenced herein shall constitute a non-responsive bid.**
- ~~10. Manhole cleaning, inspecting, and televising is included in this project. Please include this cost in the unit price for cleaning and televising Manholes.~~**

11. **Access: Manholes** pertaining to the project are easily accessible along city streets and right of ways. A few manholes may be in grass areas having limited access. It is recommended that the Contractor visually inspect entire project for access issues prior to bidding.
12. **Lateral Inspection-** The Contractor shall verify all active lateral connections. All laterals shall be determined to be active by means of a visual inspection using both a camera and dye tablets. An active lateral shall mean a lateral attached to the sanitary fixtures of a structure. Lateral inspections shall be incidental to the project.
13. **Bypass Pumping –** Contractor, as part of the project, shall provide such piping, pumping, connections, fittings, and other appurtenances as necessary to bypass flows. There shall be no disruption of flow to the existing lines caused by the installation of this bypass, nor shall any sewer spills or overages be caused as a result of this action. This cost shall be incidental to the cost of the project.
14. The completion date for all work shall be **March 31, 2025**

Note: Following the completion of this project, the City of Mt. Vernon, will identify and plan a future project pertaining to the repairs and rehabilitation of the system investigated. The future project (phase 2) will consist of another separately bid project.

SUMMARY OF LINE SEGMENTS

Date Printed: 5/22/2024

Drawing Sheet #	Manhole Numbers		Pipe Size	Pipe Length	Pipe Material	Street	Limits of Segment	
	upstream	downstream					A	B
3	MV-31-50	MV-31-49	8	34.8	clay	Casey Ave	Dead end W of S 19th St	S 15th St
3	MV-31-48	MV-31-50	8	69.2	clay	Casey Ave	Dead end W of S 19th St	S 15th St
3	MV-31-44	MV-31-45	8	70.4	clay	Alley E of S 20th St	Dead end N of College St	Logan St
3	MV-31-60	MV-31-63	8	109.1	clay	Casey Ave	Dead end W of S 19th St	S 15th St
3	MV-31-63	MV-31-61	8	119.7	clay	Casey Ave	Dead end W of S 19th St	S 15th St
3	MV-31-41	MV-31-40	8	124.9	clay	Alley N of College St	Alley W of S 19th St	S 20th St
3	MV-31-42	MV-31-44	8	127.1	clay	Alley E of S 20th St	Dead end N of College St	Logan St
3	MV-31-35	MV-31-33	8	137.4	clay	Alley E of S 21st St	College St	Casey Ave
3	MV-31-94	MV-31-93	8	145.8	clay	Alley E of S 20th St	Dead end N of College St	Logan St
3	MV-31-97	MV-31-98	8	165.7	clay	Cherry St	Alley E of S 21st St	S 21st St
3	MV-31-131	MV-31-132	8	174.6	clay	Logan St	S 20th St	Alley E of S 18th St
3	MV-31-45	MV-31-46	8	176.1	clay	Alley E of S 20th St	Dead end N of College St	Logan St
3	MV-31-96	MV-31-134	8	183.3	clay	Alley E of S 19th St	Cherry St	Logan St
3	MV-31-40	MV-31-39	8	183.7	clay	Alley N of College St	Alley W of S 19th St	S 20th St
3	MV-31-337	MV-31-25	8	193.5	clay	Alley W of S 22nd St	Casey Ave	College St
3	MV-31-36	MV-31-35	8	194.8	clay	Alley E of S 22nd St	College St	Casey Ave
3	MV-31-58	MV-31-59	8	201.1	clay	Alley E of S 18th St	dead end S of College St	College St
3	MV-31-32	MV-31-26	8	204	clay	College St	S 21st St	S 22nd St
3	MV-31-91	MV-31-96	8	249.2	clay	Alley E of S 19th St	Cherry St	Logan St
3	MV-31-94	MV-31-46	8	261.3	clay	Alley E of S 20th St	Dead end N of College St	Logan St
3	MV-31-43	MV-31-48	8	271.6	clay	Casey Ave	Dead end W of S 19th St	S 15th St
3	MV-31-51	MV-31-52	8	284.9	clay	Alley E of S 19th St	College St	Cherry St
3	MV-31-92	MV-31-52	8	287.7	clay	Alley E of S 19th St	College St	Cherry St
3	MV-31-99	MV-31-100	8	289	clay	Cherry St	S 22nd St	S 21st St
3	MV-31-95	MV-31-47	8	297.2	clay	S 20th st	Logan St	Dead end N of Cherry St
3	MV-31-39	MV-31-35	8	303.6	clay	Alley N of College St	Alley W of S 19th St	S 20th St
3	MV-30-252	MV-31-39	8	353.0	clay	S 20th st	Dead end N of Casey Ave	Dead end S of Casey Ave
3	MV-31-300	MV-31-102	8	370.6	clay	S 23rd St	Alley N of Cherry St	Cherry St
3	MV-30-255	MV-31-337	8	371.9	clay	Alley W of S 22nd St	Casey Ave	College St
3	MV-31-132	MV-31-134	8	373.2	clay	Logan St	S 20th St	Alley E of S 18th St
3	MV-31-49	MV-31-57	8	382.4	clay	Casey Ave	Dead end W of S 19th St	S 15th St
3	MV-31-23	MV-31-337	8	397.7	clay	Alley N of College St	S 24th St	S 23rd St
3	MV-31-93	MV-31-132	8	402.2	clay	Alley E of S 20th St	Dead end N of College St	Logan St
3	MV-31-134	MV-31-137	8	415.2	clay	Logan St	S 20th St	Alley E of S 18th St
3	MV-31-57	MV-31-60	8	416.1	clay	Casey Ave	Dead end W of S 19th St	S 15th St
3	MV-31-88	MV-31-137	8	421.6	clay	Alley E of S 18th St	Cherry St	Logan St
3	MV-31-95	MV-31-131	8	496.6	clay	S 20th st	Logan St	Dead end N of Cherry St
4	MV-31-119	MV-31-118	8	137.9	clay	S 24th St	Lamar Ave	Logan St
4	MV-31-115	MV-31-116	8	177.8	clay	Logan St	Dead end W of S 26th St	S S 24th St
4	MV-31-116	MV-31-117	8	179.4	clay	Logan St	Dead end W of S 26th St	S S 24th St
4	MV-31-117	MV-31-118	8	190.6	clay	Logan St	Dead end W of S 26th St	S S 24th St
4	MV-31-122	MV-31-119	8	223.4	clay	S 24th St	Lamar Ave	Logan St
4	MV-31-105	MV-31-116	8	225.2	clay	S 25th St	Dead end N of Logan St	Logan St
4	MV-31-114	MV-31-115	8	281.4	clay	Logan St	Dead end W of S 26th St	S S 24th St
4	MV-31-104	MV-31-115	8	295.9	clay	Alley E of S 26th St	Dead end N of Logan St	Logan St
4	MV-31-124	MV-31-117	8	391.2	clay	Alley E of S 25th St	Lamar Ave	Logan St
5	MV-31-177	MV-31-170	12	10.8	clay	Perkins Ave	Alley E of S 21st St	Perkins Ave
5	MV-31-320	MV-31-211	8	264.7	clay	Herbert St	S 19th St	S 20th St
5	MV-31-322	MV-31-211	8	277.3	clay	S 20th St	Forest Ave	Herbert St
5	MV-31-180	MV-31-206	8	398.5	clay	Alley E of S 22nd St	Perkins Ave	Jones St
5	MV-31-210	MV-31-170	8	399.9	clay	Alley E of S 21st St	Forest Ave	Perkins Ave
5	MV-31-328	MV-31-326	8	403.2	clay	Alley E of S 23rd St	Perkins Ave	Jones St
5	MV-31-330	MV-31-327	8	410.7	clay	Alley E of S 24th St	Perkins Ave	Jones St
5	MV-31-208	MV-31-264	8	433.2	clay	Alley E of S 22nd St	Perkins Ave	Jones St
5	MV-31-327	MV-31-325	8	445.5	clay	Alley E of S 24th St	Perkins Ave	Jones St
5	MV-31-206	MV-31-208	8	447	clay	Alley E of S 22nd St	Perkins Ave	Jones St
5	MV-31-326	MV-31-207	8	447.7	clay	Alley E of S 23rd St	Perkins Ave	Jones St
5	MV-31-325	MV-31-275	8	451.2	clay	Alley E of S 24th St	Perkins Ave	Jones St
5	MV-31-207	MV-31-268	8	454	clay	Alley E of S 23rd St	Perkins Ave	Jones St
5	MV-31-209	MV-31-210	8	460.2	clay	Alley E of S 21st St	Forest Ave	Perkins Ave
6	MV-31-272	MV-31-273	8	195.4	clay	Alley E of S 24th St	Dead end S of Wescott St	Jones St

SUMMARY OF LINE SEGMENTS

Date Printed: 5/22/2024

Drawing Sheet #	Manhole Numbers		Pipe Size	Pipe Length	Pipe Material	Street	Limits of Segment	
	upstream	downstream					A	B
6	MV-31-269	MV-31-270	8	250.7	clay	Alley E of S 23rd St	Jones St	Dead end S of Jones St
6	MV-31-274	MV-31-273	8	399	clay	Alley E of S 24th St	Jones St	Dead end S of Wescott St
6	MV-31-277	MV-31-278	8	405	clay	Alley E of S 25th St	Jones St	Wescott St
6	MV-31-279	MV-31-278	8	450.4	clay	Alley E of S 25th St	Dead end S of Wescott St	Wescott St
7	MV-31-159	MV-31-158	8	45.6	clay	S 13th St	Cherry St	Bell St
7	MV-31-87	MV-31-76	8	78	clay	Alley E of S 13th St	Logan St	Cherry St
7	MV-31-77	MV-31-75	8	89.6	clay	Alley E of S 13th st	Dead end N of Cherry St	Cherry St
7	MV-31-143	MV-31-156	8	105.5	clay	Alley E of S 15th St	Winn St	Forest Ave
7	MV-31-139	MV-31-140	8	115.8	clay	Alley E of S 17th St	Lamar Ave	Conger Ave
7	MV-31-314	MV-31-144	8	123.8	clay	Lamar Ave	S 17th St	Winn St
7	MV-31-161	MV-31-318	8	126.7	clay	Alley E of S 17th St	Perkins Ave	Dead end N of Perkins
7	MV-31-144	MV-31-143	8	135.8	clay	Alley E of S 15th St	Winn St	Forest Ave
7	MV-31-172	MV-31-171	8	157.5	clay	Alley E of S 20th St	Dead end N of Lamar Ave	Dead end S of Conger Ave
7	MV-31-141	MV-31-314	8	168.2	clay	Lamar Ave	S 17th St	Winn St
7	MV-31-76	MV-31-74	8	175.1	clay	Cherry St	Alley E of S 13th st	S 12th St
7	MV-31-318	MV-31-224	8	221.2	clay	Alley E of S 17th St	Perkins Ave	Dead end N of Perkins
7	MV-31-163	MV-31-317	8	250.8	clay	Conger Ave	Alley E of S 17th St	Alley E of S 15th St
7	MV-31-139	MV-31-141	8	252.7	clay	Lamar Ave	S 17th St	Winn St
7	MV-31-148	MV-31-152	8	257.9	clay	S 13th St	Cherry St	Bell St
7	MV-31-149	MV-31-87	8	282.2	clay	Alley E of S 13th St	Logan St	Cherry St
7	MV-31-70	MV-31-153	8	290.6	clay	Alley E of S 13th St	Prairie Ave	Lamar Ave
7	MV-31-152	MV-31-154	8	306.3	clay	S 13th St	Cherry St	Bell St
7	MV-31-171	MV-31-321	8	316.3	clay	Alley E of S 20th St	Dead end N of Lamar Ave	Dead end S of Conger Ave
7	MV-31-140	MV-31-163	8	333.5	clay	Alley E of S 17th St	Lamar Ave	Conger Ave
7	MV-31-156	MV-31-160	8	354.2	clay	Alley E of S 15th St	Winn St	Forest Ave
7	MV-31-265	MV-31-316	8	371.7	clay	Alley E of S 19th St	Logan St	Conger Ave
7	MV-31-78	MV-31-148	8	381	clay	S 13th St	Cherry St	Bell St
7	MV-31-158	MV-31-227	8	400.2	clay	S 13th St	Cherry St	Bell St
7	MV-31-135	MV-31-265	8	420.9	clay	Alley E of S 19th St	Logan St	Conger Ave
7	MV-31-136	MV-31-315	8	438.4	clay	Alley E of S 18th St	Logan St	Perkins Ave
7	MV-31-317	MV-31-143	8	439	clay	Alley E of S 15th St	Conger Ave	End W of Lamar ave & S 13th St
7	MV-31-160	MV-31-225	8	458.3	clay	Alley E of S 15th St	Winn St	Forest Ave
7	MV-31-154	MV-31-159	8	474.3	clay	S 13th St	Cherry St	Bell St
7	MV-31-133	MV-31-172	8	569.1	clay	Alley E of S 20th St	Dead end N of Lamar Ave	Dead end S of Conger Ave
7	MV-31-315	MV-31-165	8	844.5	clay	Alley E of S 18th St	Logan St	Perkins Ave
8	MV-32-238	MV-32-239	8	50.7	clay	Alley N of Jones St	Alley W of S 12th St	Dead end E of W of S 10th St
8	MV-32-120	MV-32-121	12	102.1	clay	Perkins Ave	W of S 10th St	E of S 10th St
8	MV-32-239	MV-32-240	8	127.6	clay	Alley N of Jones St	Alley W of S 12th St	Dead end E of W of S 10th St
8	MV-32-234	MV-32-233	8	135.9	clay	Alley E of S 12th St	Forest Ave	Jones St
8	MV-32-124	MV-32-231	8	174	clay	S 11th St	Perkins Ave	Alley S of Perkins Ave
8	MV-32-228	MV-32-216	8	188.2	clay	Alley E of S 11th St	Alley N of Herbert St	Alley S of Forest Ave
8	MV-32-232	MV-32-231	8	203.7	clay	Alley S of Perkins Ave	Dead end W of S 11th St	Alley W of S 10th St
8	MV-31-238	MV-31-245	8	205	clay	S 14th St	Dead end N of Jones St	Jones St
8	MV-32-218	MV-32-225	10	211.7	clay	Bell St	Alley E of S 11th St	S 9th St
8	MV-32-231	MV-32-230	8	243.9	clay	Alley S of Perkins Ave	Dead end W of S 11th St	Alley W of S 10th St
8	MV-32-199	MV-32-233	8	273.6	clay	Alley E of S 12th St	Forest Ave	Jones St
8	MV-31-227	MV-31-229	8	303.3	clay	S 13th St	Cherry St	Bell St
8	MV-32-233	MV-32-238	8	307.8	clay	Alley N of Jones St	Alley W of S 12th St	Dead end E of W of S 10th St
8	MV-31-229	MV-31-231	8	356.9	clay	S 13th St	Cherry St	Bell St
8	MV-31-223	MV-31-221	8	372.3	clay	Alley E of S 16th St	Perkins Ave	Forest Ave
8	MV-32-230	MV-32-228	8	374.9	clay	Alley E of S 11th St	Alley N of Herbert St	Alley S of Forest Ave
8	MV-31-225	MV-31-226	8	379.7	clay	Alley E of S 15th St	Winn St	Forest Ave
8	MV-31-234	MV-31-232	12	382.9	clay	Forest Ave	S 13th St	S 12th St
8	MV-32-216	MV-32-218	10	415.5	clay	Bell St	Alley E of S 11th St	S 9th St
8	MV-32-217	MV-32-224	12	419.3	clay	Bell St	S 10th St	S 7th St
8	MV-32-229	MV-32-228	8	426.4	clay	Alley N of Bell St	Alley W of S 10th St	Dead end W of S 11th St
8	MV-31-224	MV-31-227	8	561.3	clay	Perkins Ave	Alley W of S 15th st	S 13th St
8	MV-32-240	MV-32-216	8	576.4	clay	Alley E of S 11th St	Alley N of Herbert St	Alley S of Forest Ave
8	MV-31-226	MV-31-237	8	577.3	clay	Alley E of S 15th St	Winn St	Forest Ave
8	MV-31-221	MV-31-222	8	598.6	clay	Alley E of S 16th St	Perkins Ave	Forest Ave
8	MV-32-121	MV-32-217	12	755	clay	S 10th St	Perkins Ave	Bell St

SUMMARY OF LINE SEGMENTS

Date Printed: 5/22/2024

Drawing Sheet #	Manhole Numbers		Pipe Size	Pipe Length	Pipe Material	Street	Limits of Segment	
	upstream	downstream					A	B
8	MV-32-127	MV-32-200	8	926.3	clay	Alley E of S 12th St	Perkins Ave	Dead end S of Bell St
9	MV-32-77	MV-32-61	8	14.3	clay	Alley W of s 7th St	Conger Ave	Perkins Ave
9	MV-32-116	MV-32-115	8	62.6	clay	Alley N of Perkins Ave	Alley E of S 10th St	Alley W of S 10th St
9	MV-32-130	MV-32-122	8	72.7	clay	Alley W of S 10th St	Conger Ave	Perkins Ave
9	MV-32-139	MV-32-138	8	93.4	clay	JCHA	Lamar Ave	Conger Ave
9	MV-32-138	MV-32-137	8	106.1	clay	JCHA	Lamar Ave	Conger Ave
9	MV-32-114	MV-32-138	8	118	clay	JCHA	N of Conger Ave	Alley E of S 10th St
9	MV-32-140	MV-32-141	8	120.3	clay	JCHA	Lamar Ave	Conger Ave
9	MV-32-140	MV-32-137	8	127.6	clay	JCHA	Lamar Ave	Conger Ave
9	MV-32-131	MV-32-130	8	142.4	clay	Alley W of S 10th St	Newby Ave	Perkins Ave
9	MV-32-143	MV-32-142	8	142.8	clay	Alley E of S10th St	Lamar Ave	Perkins Ave
9	MV-32-111	MV-32-112	8	150.2	clay	JCHA	S 9th St	Dead end E of S 9th St
9	MV-32-74	MV-32-75	8	162.3	clay	Perkins Ave	Alley W of S 7th St	Alley W of S 6th St
9	MV-32-155	MV-32-152	8	166.8	clay	S 11th St	Prairie Ave	Alley N of Conger Ave
9	MV-32-113	MV-32-112	8	172.1	clay	JCHA	S 9th St	Dead end E of S 9th St
9	MV-32-142	MV-32-128	8	172.3	clay	Alley E of S10th St	Lamar Ave	Perkins Ave
9	MV-32-144	MV-32-134	8	176.6	clay	Alley W of S 10th St	Newby Ave	Perkins Ave
9	MV-32-68	MV-32-71	8	183	clay	S 6th St	Alley S of Lamar Ave	Conger Ave
9	MV-32-134	MV-32-131	8	185.9	clay	Alley W of S 10th St	Newby Ave	Perkins Ave
9	MV-32-71	MV-32-72	8	187.3	clay	Conger Ave	S 6th St	Alley E of Welkins St
9	MV-32-161	MV-32-158	8	191	clay	Alley W of S 10th St	Newby Ave	Perkins Ave
9	MV-32-128	MV-32-129	8	192.2	clay	Alley E of S10th St	Lamar Ave	Perkins Ave
9	MV-32-78	MV-32-81	8	194.1	clay	Alley E of Welkins St	Short St	Forest Ave
9	MV-32-115	MV-32-129	8	210	clay	Alley N of Perkins Ave	Alley E of S 10th St	Alley W of S 10th St
9	MV-32-137	MV-32-141	8	211.8	clay	JCHA	Lamar Ave	Conger Ave
9	MV-32-73	MV-32-74	8	212.2	clay	Alley W of Welkins St	Alley N of Perkins Ave	Perkins Ave
9	MV-32-145	MV-32-144	8	219	clay	Alley N of Conger Ave	S 11th St	Alley E of S 11th St
9	MV-32-69	MV-32-68	8	245.5	clay	Alley S of Lamar Ave	Dead end W of S 6th St	S 6th St
9	MV-32-129	MV-32-117	8	251.7	clay	Alley E of S10th St	Lamar Ave	Perkins Ave
9	MV-32-141	MV-32-142	8	299.9	clay	JCHA	Lamar Ave	Conger Ave
9	MV-32-67	MV-32-78	8	308.1	clay	Alley E of Welkins St	Short St	Forest Ave
9	MV-32-135	MV-32-130	8	310.7	clay	Alley W of S 10th St	Conger Ave	Perkins Ave
9	MV-32-61	MV-32-75	8	334.9	clay	Perkins Ave	Alley W of S 7th St	Alley W of S 6th St
9	MV-32-152	MV-32-145	8	351.5	clay	S 11th St	Prairie Ave	Alley N of Conger Ave
9	MV-32-70	MV-32-77	8	353.4	clay	Alley W of s 7th St	Conger Ave	Perkins Ave
9	MV-32-151	MV-32-144	8	358.7	clay	Alley W of S 10th St	Newby Ave	Perkins Ave
9	MV-32-112	MV-32-116	8	367.4	clay	JCHA	S 9th St	Dead end E of S 9th St
9	MV-32-158	MV-32-151	8	368	clay	Alley W of S 10th St	Newby Ave	Perkins Ave
9	MV-32-131	MV-32-129	8	411.2	clay	Alley N of Perkins Ave	Alley E of S 10th St	Alley W of S 10th St
9	MV-32-72	MV-32-75	8	412.7	clay	S 5th St	Conger Ave	S of Herbert St
9	MV-32-154	MV-32-155	8	471.1	clay	Prairie Ave	S 10th St	S 11th St
10	MV-32-175	MV-32-176	18	21.1	clay	Alley N of Forest Ave	S 5th St	Welkins St
10	MV-32-118	MV-32-119	8	34.3	clay	Perkins Ave	S 9th St	Alley E of S 10th St
10	MV-32-176	MV-32-177	18	41.3	clay	Alley N of Forest Ave	S 5th St	Welkins St
10	MV-32-191	MV-32-190	8	49.3	clay	Alley N of Bell St	Welkins St	S 5th St
10	MV-32-75	MV-32-76	8	53	clay	S 5th St	Conger Ave	S of Herbert St
10	MV-32-173	MV-32-175	18	101.2	clay	Alley N of Forest Ave	S 5th St	Welkins St
10	MV-32-81	MV-32-80	8	128.5	clay	Alley E of Welkins St	Short St	Forest Ave
10	MV-32-119	MV-32-226	8	146	clay	S 9th St	Perkins Ave	Herbert St
10	MV-32-174	MV-32-175	8	153.4	clay	Polk St	Bell St	Alley S of Bell St
10	MV-32-76	MV-32-207	8	158.7	clay	S 5th St	Conger Ave	S of Herbert St
10	MV-32-250	MV-32-251	18	172.6	clay	S7th St	S 9th St	Forest Ave
10	MV-32-251	MV-32-252	18	180.4	clay	S7th St	S 9th St	Forest Ave
10	MV-32-225	MV-32-219	10	184.8	clay	S 9th St	Bell St	S of Bell St
10	MV-32-180	MV-32-181	21	189.9	clay	Welkins St	Alley N of Forest Ave	Forest Ave
10	MV-32-117	MV-32-118	8	211.2	clay	Perkins Ave	S 9th St	Alley E of S 10th St
10	MV-32-252	MV-32-202	18	214.6	clay	S7th St	S 9th St	Forest Ave
10	MV-32-189	MV-32-191	8	239.3	clay	Alley N of Bell St	Welkins St	S 5th St
10	MV-32-209	MV-32-173	18	278.8	clay	Alley N of Forest Ave	S 5th St	Welkins St
10	MV-32-193	MV-32-207	8	292.3	clay	Alley N of Herbert St	S 5th St	Dead end E of S 5th St
10	MV-32-79	MV-32-192	12	294.2	clay	Welkins St	Perkins Ave	Bell St

SUMMARY OF LINE SEGMENTS

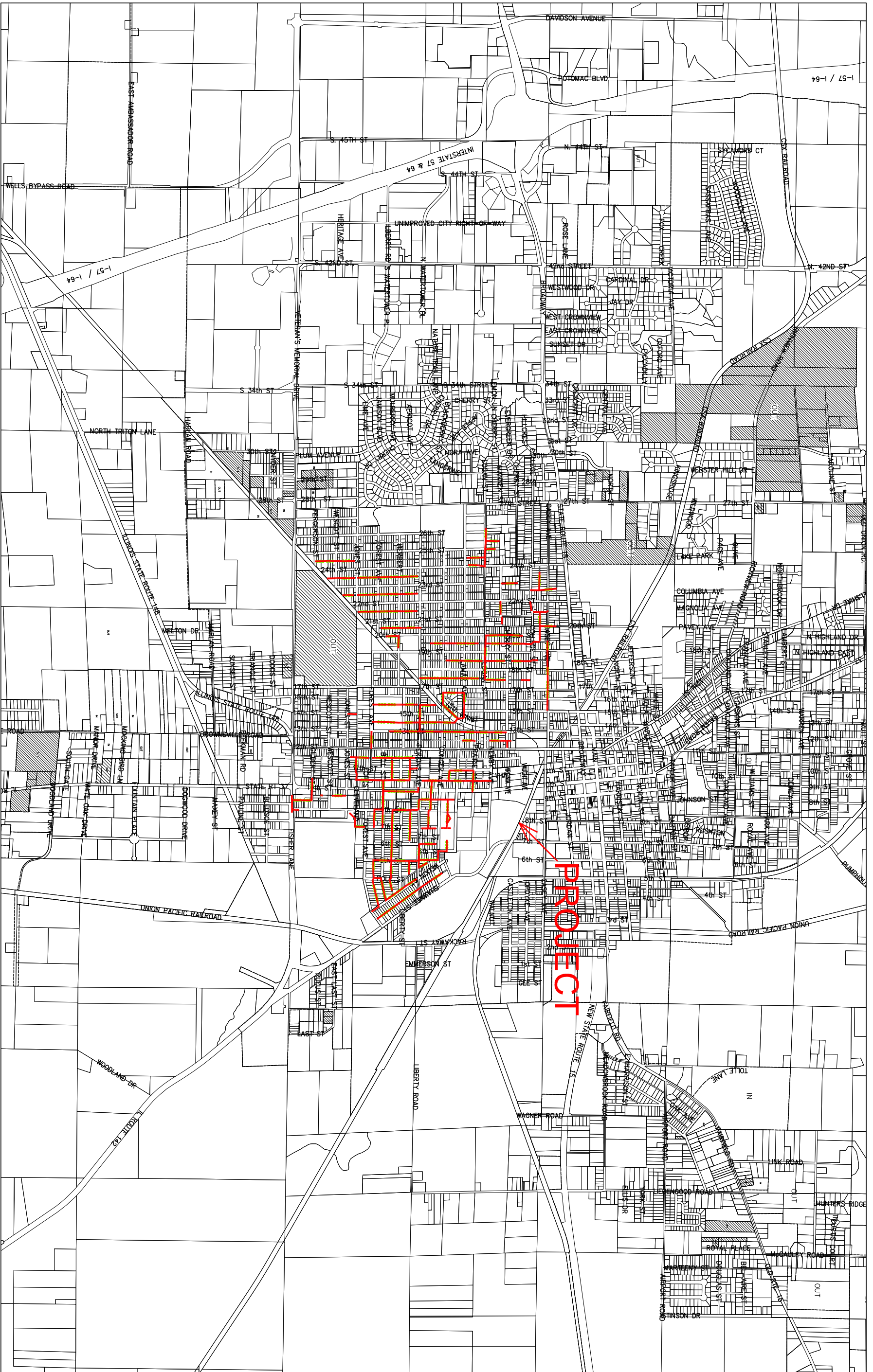
Date Printed: 5/22/2024

Drawing Sheet #	Manhole Numbers		Pipe Size	Pipe Length	Pipe Material	Street	Limits of Segment	
	upstream	downstream					A	B
10	MV-32-224	MV-32-223	8	365	clay	Bell St	S 10th St	S 7th St
10	MV-32-190	MV-32-208	8	371.7	clay	Alley N of Bell St	Welkins St	S 5th St
10	MV-32-207	MV-32-208	8	380.2	clay	S 5th St	Conger Ave	S of Herbert St
10	MV-32-226	MV-32-227	8	382.8	clay	S 9th St	Perkins Ave	Herbert St
10	MV-32-208	MV-32-209	10	383	clay	S 5th St	S of Herbert St	S of Bell St
10	MV-32-219	MV-32-221	10	391.4	clay	Ditch N of Forest Ave	S 9th St	S 7th St
10	MV-32-187	MV-32-174	12	487.7	clay	Bell St	Welknis St	Polk St
10	MV-32-222	MV-32-208	10	494.3	clay	Alley N of Bell St	S 9th St	S 5th St
10	MV-32-192	MV-32-187	12	513.9	clay	Welkins St	Perkins Ave	Bell St
10	MV-32-80	MV-32-188	8	524.8	clay	Alley E of Welkins St	Short St	Forest Ave
10	MV-32-188	MV-32-182	8	557.1	clay	Alley E of Welkins St	Short St	Forest Ave
10	MV-32-177	MV-32-180	18	572	clay	Alley N of Forest Ave	S 5th St	Welkins St
10	MV-32-227	MV-32-222	10	594.8	clay	Alley N of Bell St	S 9th St	S 5th St
10	MV-32-206	MV-32-226	8	664.6	clay	Alley S of Perkins Ave	S 6th St	S 9th St
11	MV-32-264	MV-32-265	8	55.3	clay	Alley W of S 10th St	Dead end S of Wescott St	Alley N of Gilbert St
11	MV-32-271	MV-32-270	8	63.1	clay	Vet Mem Dr	Dead end W of S 9th St	S 9th St
11	MV-32-261	MV-32-262	8	109.6	clay	Gilbert St	Alley W of S 10th St	Alley W of S 9th St
11	MV-32-273	MV-32-272	10	109.8	clay	Vet Mem Dr	Dead end E of S 10th St	S 9th St
11	MV-32-270	lift station	10	150.2	clay	S 9th St	Vet Mem Dr	Lift station N of Vet Mem Dr
11	MV-32-272	MV-32-270	10	202	clay	Vet Mem Dr	Dead end E of S 10th St	S 9th St
11	MV-32-269	MV-32-245	8	307.5	clay	Alley W of S 10th St	Dead end N of Wescott St	Jones St
11	MV-32-259	MV-32-261	8	371	clay	Gilbert St	Alley W of S 10th St	Alley W of S 9th St
11	MV-32-262	MV-32-272	8	419.8	clay	Alley E of S 10th St	Gilbert St	Vet Mem Dr

57,450.7

USEPA COMMUNITY GRANT PROJECT
Sanitary Sewer Investigation

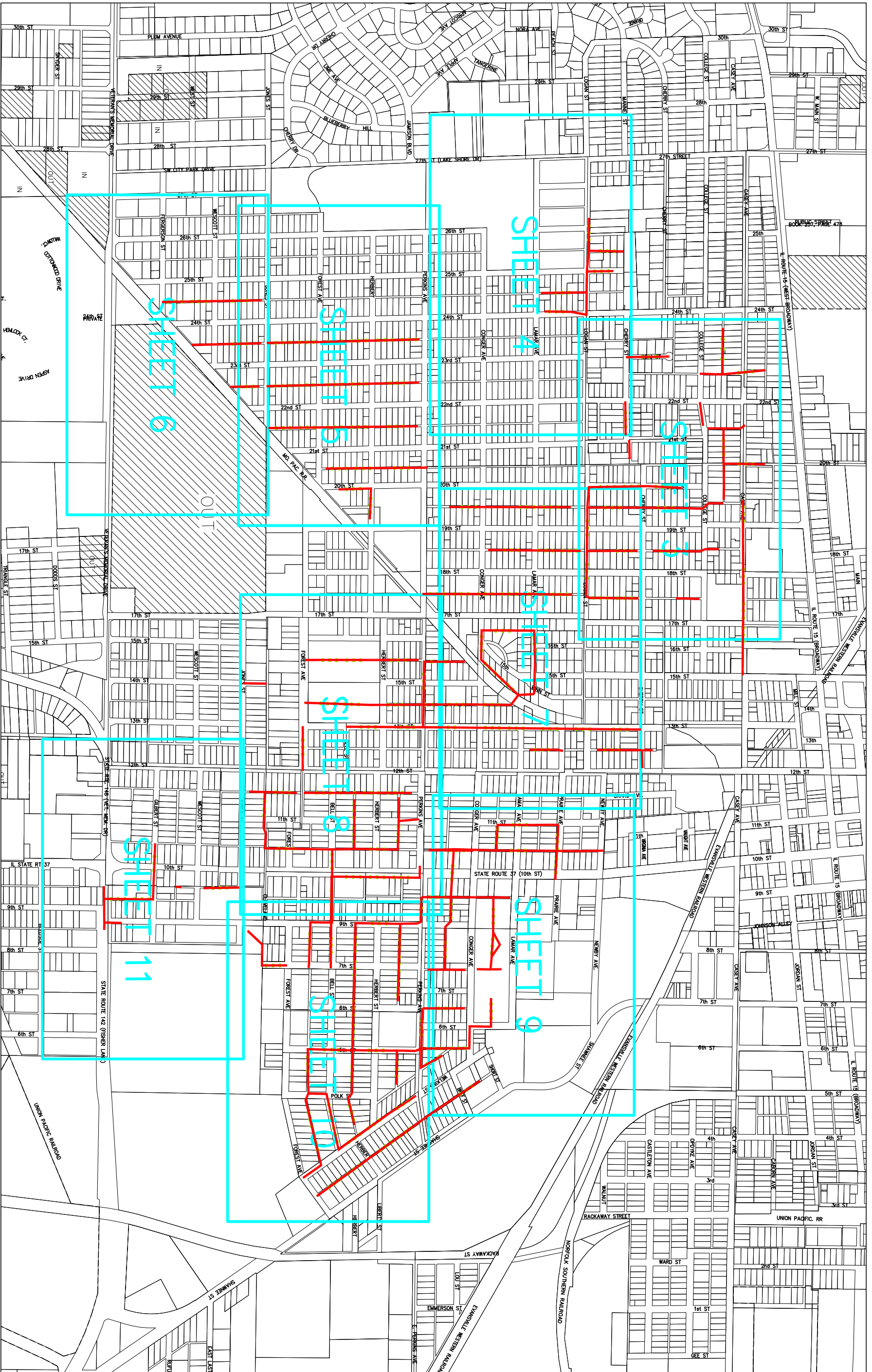
COVER SHEET



USEPA COMMUNITY GRANT PROJECT

Sanitary Sewer Investigation

SITE PLAN KEY SHEET



1"=800'



USEPA COMMUNITY GRANT PROJECT

Sanitary Sewer Investigation



1"=200'

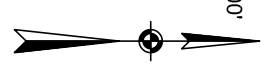


USEPA COMMUNITY GRANT PROJECT

Sanitary Sewer Investigation

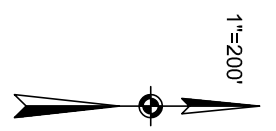


1"=200'



USEPA COMMUNITY GRANT PROJECT

Sanitary Sewer Investigation



USEPA COMMUNITY GRANT PROJECT

Sanitary Sewer Investigation



USEPA COMMUNITY GRANT PROJECT

Sanitary Sewer Investigation



1"=200'



USEPA COMMUNITY GRANT PROJECT

Sanitary Sewer Investigation



1"=200'



USEPA COMMUNITY GRANT PROJECT

Sanitary Sewer Investigation



USEPA COMMUNITY GRANT PROJECT

Sanitary Sewer Investigation



1"=200'

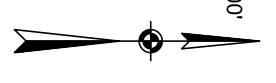


USEPA COMMUNITY GRANT PROJECT

Sanitary Sewer Investigation



1"=200'



Bid Form

Project:

2023-24 USEPA COMMUNITY GRANT
 SANITARY SEWER INVESTIGATION
 PROJECT, Mt. Vernon, Illinois



ITEM	QUANTITY	UNIT	CONTRACTED COST	
			UNIT PRICE	PRICE
8" Sanitary Sewer Investigation & Grading	49575	LF		
10" Sanitary Sewer Investigation & Grading	3138	LF		
12" Sanitary Sewer Investigation & Grading	2966	LF		
18" Sanitary Sewer Investigation & Grading	1582	LF		
21" Sanitary Sewer Investigation & Grading	190	LF		
TOTAL COST				

Contractor: _____

Signed: _____