



City of Aurora

Purchasing Division • Finance Department • 44 E. Downer Place • Aurora, Illinois 60507-2067
(630) 256-3550 • FAX (630) 256-3559

Esther Sanders
Director of Purchasing

CITY OF AURORA INVITATION TO BID

11-09

ARRA/EECBG RETROFITTING OF INTERIOR LIGHT
FIXTURES AT VARIOUS PARKS BUILDINGS WITHIN
PHILLIPS PARK

DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF CENTRAL SERVICES

BID PACKAGE

BIDS DUE

WEDNESDAY, MARCH 16, 2011
AT 2:00 P.M.

CITY CLERK'S OFFICE
CITY HALL BUILDING
44 EAST DOWNER PLACE
2ND FLOOR
AURORA, ILLINOIS

CITY OF AURORA, ILLINOIS

INVITATION TO BID

TABLE OF CONTENTS

Invitation to Bid..... ii

Bidder’s Certification.....1

Bidder’s Tax Certification..... 2

Instructions to Bidders.....3

General Conditions Scope of Work.....APPENDIX A

Bid Proposal FormAPPENDIX B

Davis Bacon Act Requirements.....APPENDIX C

Federal Prevailing Wage Schedule..... APPENDIX D



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Esther Sanders
Director of Purchasing

February 28, 2011

CITY OF AURORA REQUEST FOR BIDS

11-09

ARRA/EECBG RETROFITTING OF INTERIOR LIGHT FIXTURES AT VARIOUS PARKS BUILDINGS WITHIN PHILLIPS PARK

The City of Aurora invites you to bid on the anticipated purchase of ARRA/EECBG Retrofitting of Interior Light Fixtures at the First Tee Building, the Parks Department Maintenance Building and Golf Course Maintenance Building within Phillips Park.

Sealed proposals will be received at the office of the City Clerk, City Hall Building, 2nd Floor, 44 East Downer Place, Aurora, Illinois 60507, until 2:00 p.m., Wednesday, March 16, 2011 from qualified firms to determine proposals for the anticipated purchase of the above named project.

Attached please find specifications and other pertinent documents necessary for you to respond to this Bid Invitation.

A **mandatory pre-site inspection meeting** will start promptly at 10:00 a.m. on Wednesday, March 9, 2011. Prospective contractors will meet at the Parks Department Maintenance Building located at 903 Ray C. Moses Drive. Due to multiple buildings being reviewed, contractors must be present at the start of the meeting to qualify to bid on the project. **Prospective bidders must visit all three sites.**

All Bid proposals are to be submitted on the Bid proposal form provided entitled: "ARRA/EECBG Retrofitting of Interior Light Fixtures at Various Parks Buildings Within Phillips Park."

Each Bid must be placed in an envelope, sealed, and clearly marked on the outside: "11-09 Bid for ARRA/EECBG Retrofitting of Interior Light Fixtures at Various Parks Buildings Within Phillips Park."

All inquiries and/or questions pertaining to the provisions and specifications of the Request for Bid package shall be directed to Ms. Esther Sanders, Director of Purchasing (630)256-3550, and/or Mr. Mark Anderson, Superintendent of Central Services (630)256-3491 during normal working hours.

A Bid bond or a certified check payable to the City of Aurora in the amount of 10% of the Bid price is required with the Bid presented. A 100% performance and payment bond will be required from the successful Bidder.

Sufficient proof of liability and workmen's compensation insurance must be furnished to satisfy requirements of the City of Aurora.

Please be advised that all Bids must comply with the Federal Prevailing Wage Act and the Prevailing Rate of Hourly Wages in the City of Aurora where the Work is to be performed is to be paid to all persons on the project. Davis-Bacon Act: All laborers and mechanics on projects funded directly by or assisted in whole or in part by and through funding appropriated by the Act are paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by subchapter IV of Chapter 31 of title 40, United States Code (Davis-Bacon Act). For guidance on how to comply with this provision, see http://www1.eere.energy.gov/wip/pdfs/doe_dba_desk_guide.pdf.

Required use of American Iron, Steel and Manufactured Goods: Buy America (Section 1605) - FHWA's existing Buy America requirements apply to all ARRA funded projects.

Equal Employment Opportunity Clause, Section 6.1 of the Illinois Department of Human Rights Rules and Regulations shall be a material term of any resulting agreement.

All EECBG requirements must be followed. The regulations governing EECBG were published in the Federal Register on April 15, 2009 (Volume 74, No. 71).

The successful respondent shall comply with all codes, ordinances, rules, statutes, laws and regulations of the City of Aurora, State of Illinois as they apply to all Public Works construction projects.

The City of Aurora reserves the right to reject any or all proposals, or parts thereof, and to waive any technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional proposals or counter-proposals and to hold the proposal for ninety (90) days from the opening date set forth above. The City further reserves the right in its sole discretion to award the proposal to the most responsible Proposer whose offer best responds in quality, fitness and capacity to the requirements of the proposed Work or usage and therefore is in the best interest of the City.

CITY OF AURORA



Esther Sanders
Director of Purchasing

BIDDER'S CERTIFICATION

I/We hereby certify that:

- A.** A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B.** I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical practice.
- C.** I/We comply with all current Federal, State and Local laws, statutes, rules, and regulations referencing equal opportunity employment practices including those contained in Public Act 87-1257 (effective July 1, 1993).
- D.** I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the City of Aurora Ordinance No. O10-028, adopted on June 8, 2010.
- E.** I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other requirements contained in 775 ILCS 5/2-105 (A).
- F.** I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- G.** The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- H.** I/We will submit, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.

<input type="checkbox"/> Contractor shall check the box indicating that a copy of applicable program certification is attached.

- I.** I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.
- J.** I/We will comply with the Buy American provision in the American Recovery and Reinvestment Act of 2009 (section 1605 of Title XVI).
- K.** I/We will abide by the "Illinois Preference Act" which requires contractors to use at least 90% Illinois laborers on all public works projects that receive State funds or funds administered by the State during a period of "excessive unemployment" (30 I LCS 560 effective June 16, 2010).

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP CODE _____

NAME OF CORPORATE/COMPANY OFFICIAL _____

PLEASE TYPE OR PRINT CLEARLY

TITLE _____

AUTHORIZED OFFICIAL SIGNATURE _____

DATE _____

Subscribed and Sworn to

TELEPHONE (____) _____

Before me this ____ day

of _____, 2011

STATE OF ILLINOIS)
)
County of Kane) ss.

BIDDER’S TAX CERTIFICATION

(BIDDER’S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this _____ day of _____, 2011.

By _____
(Signature of Bidder’s Executing Officer)

(Print name of Bidder’s Executing Officer)

(Title)

ATTEST/WITNESS:

By _____

Title _____

Subscribed and sworn to before me this
_____ day of _____, 2011.

Notary Public

(SEAL)

**CITY OF AURORA, ILLINOIS
INSTRUCTIONS TO BIDDERS**

01. REQUIREMENTS OF BIDDER

The successful Bidder will be required to (a) enter into a fully signed contract in writing with the City of Aurora covering matters and things as are set forth in the Bid Package; (b) execute a bond necessary for surety acceptable to the City of Aurora in the amount of one hundred percent (100%) of the full contract price and to be conditioned for the faithful fulfillment of the contract for the payment of all labor and materials used in the Work and to include the protection of the City from all liens and damages arising out of the Work; (c) carry insurance acceptable to the City covering public liability, property damage and workers compensation; and (d) pay workers in accordance with the Federal prevailing wage attached hereto.

02. ACCEPTANCE OF BIDS

- a. The City reserves the right to reject any and all Bids or parts thereof and to waive any technicalities and irregularities in the bidding and to disregard all nonconforming or conditional Bids or counter-proposals and to hold the Bid proposals for ninety (90) days from the opening date set forth above. Bidder agrees to accept a notice of award, if selected, based on the terms of this Bid in the event that a notification of award is received on or before expiration of the 90-day time period. The City reserves the right to cancel the Bid at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Bidder as a result of that cancellation. Each Bidder is solely responsible for the risk and cost of preparing and submitting a Bid.
- b. Although price is a major consideration, product quality, references, service, delivery time and past experience, if applicable, will also be considered. No Bid will be considered unless the Bidder shall furnish evidence satisfactory to the City that he has the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the Work should the contract be awarded to him. Bid documents which are not responsive to the requirements herein may not be considered by the City for an award of the contract.

The contract will be awarded to the lowest responsible Bidder. In determining the responsibility of any Bidder, the City may take into account other factors in addition to financial responsibility, such as past records of its or other entities transactions with the Bidder, experience, ability to work cooperatively with the City and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources. The Bid will be awarded in the City's best interests based on these and other legally-allowable considerations. The City and its representatives and agents may make any investigations deemed necessary to determine the ability of the Bidder to perform the Work. The Bidder shall furnish any information and data requested by the City for this purpose. Prior to award, the Bidder may be required to attend a post-Bid meeting at the City's office or the Work site.

03. RECEIPT OF BIDS

- a. It is suggested that respondents allow a minimum of four (4) days for delivery through U.S. mail, or Bids may be delivered to the Office of the City Clerk in person. Overnight courier is acceptable provided timely receipt of Bids. The Bidder assumes responsibility for late delivery of the mail. It is the sole responsibility of the Bidder to see that his Bid is received in the proper time.
- b. Any Bid received by the Office of the City Clerk after 2:00 p.m. on Wednesday, March 9, 2011, shall be rejected.
- c. All Bids must be submitted upon the blank forms attached herein with all blank spaces filled in and any alterations or erasures explained. Bids that contain any omissions, erasures, or alterations, or that contain any additions or omissions of items not called for in the Bid Package, or that contains irregularities of any kind, may be rejected as informal. Bids shall be in strict conformity with the Bid Package and any applicable Addenda. Only Bids which are made out upon the Bid Form will be considered. Partial or incomplete Bids will not be considered.

04. WITHDRAWAL OF BIDS

Bidders may not withdraw their Bid after the Bid opening without the approval of the Purchasing Director. Requests to withdraw a Bid must be in writing and properly signed. Bidders may, however, without prejudice, modify or withdraw its Bid by written request, provided that the request is received by the City Clerk prior to the scheduled Bid opening and at the address to which Bids were to be submitted. Following withdrawal or modification of its Bid, Bidder may submit a new Bid, provided it is received by the City Clerk prior to the bid due date. No Bid will be opened which is received after the time and date scheduled for the Bids to be received.

05. BID DEPOSIT

Each Bidder shall deposit with his Bid a Bid guarantee consisting of a bank draft, Bid bond, cashier's check, or certified check drawn on a good and solvent National or State Bank and payable to the order of the City, in an amount not less than 10 percent of the total amount of the Bid submitted, as a guaranty that in case the Bidder's Bid is accepted, the Bidder shall within one day after the date of such acceptance and notification thereof, deliver to the City a contract signed and executed by the contractor, proper insurance certificates and a Performance and Payment Bond in one hundred percent of the contract sum furnished by a responsible bonding company acceptable to and written upon forms prepared or approved by the City as security for payment of labor and materials and for the faithful performance of the contract and compliance with the provisions of law relating to the payment of prevailing rate of wages. All Bid deposits will be retained by the City until a Bid award is made, at which time the Bid deposit will be promptly returned to the unsuccessful Bidders. The Bid deposit of the successful Bidder will be retained until the equipment, goods or services have been received or completed and found to be in compliance with the specifications. Performance by the contractor shall not be considered complete, until final inspection and acceptance by the City of the

contractor's Work. Final inspection shall occur within 30 days after the actual completion of the Work. Execution of the contract is contingent upon receipt of an acceptable Performance and Payment Bond and any required certificates of insurance. Upon failure to meet the requirements of this paragraph, the Bidder shall forfeit the amount deposited as liquidated damages and no mistakes or errors on the part of the Bidder shall excuse the Bidder or entitle him to a return of the aforementioned amount.

06. BOND AND INSURANCE

The Bidder awarded the contract will be required to furnish a Performance Bond in the amount of one hundred percent (100%) of the full contract price, a Payment Bond, Public Liability Insurance, and Workers Compensation Insurance; all of which shall be acceptable to the City of Aurora.

07. CITY'S AGENT

The Purchasing Director, or his delegate, shall represent and act for the City in all matters pertaining to the Bid proposal and contract in conjunction thereto.

08. INVESTIGATION

It shall be the responsibility of the Bidders to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Bid. No plea of ignorance by the Bidders of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Bidder.

Each Bidder submitting a Bid is responsible for examining the complete Bid Package and all Addenda, and is also responsible for informing itself of all conditions that might in any way affect the cost or the performance of any Work. Failure to do so will be at the sole risk of the Bidder, and no relief will be given for errors or omissions by the Bidder. It is the Bidder's responsibility to completely inspect premises prior to submitting Bids to determine all requirements associated with the Work. Failure to do so will in no way relieve the successful Bidder from the necessity of providing, without additional costs to the City, all necessary services that may be required to carry out the terms of the resulting contract. The Bidder must visit the Site of the proposed Work and fully inform himself as to the facilities involved, the difficulty and restrictions concerning the performance of the contract. No additional compensation will be authorized for a Bidder's failure to be fully informed of the existing conditions. If awarded the contract, the Bidder will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder should have fully informed himself, because of his failure to have so informed himself prior to the bidding. The submission of a Bid shall be construed as conclusive evidence that the Bidder has made such examination as is required in this section and that the Bidder is conversant with local facilities and difficulties, the requirements of the Bid

Package documents, and of pertinent, local, state and federal laws and codes, prevailing local labor and material markets, and has made due allowance in its Bid for all contingencies.

Before any award is made of the contract to the contractor, the contractor may be required to, upon request of the City, furnish information concerning his performance record in his capacity to complete the Work in an efficient and timely manner.

09. BIDDER CAPABILITY

The City reserves the right to require of the Bidder proof of his/her capability to perform as required by the specifications. However, prequalification of the Bidder shall not be required.

10. ALTERNATE BIDS

The specifications are prepared to describe the goods and/or service which the City deemed to be in the best interest to meet its performance requirements. Bidders desiring to submit a Bid on items which deviate from the stated specifications, but which they believe to be equal, may do so, but all specification deviations must be clearly stated on the form provided in the Bid proposal package. The Purchasing Director reserves the right to rule upon specification deviation in a manner as best befits the needs of the City. If a Bidder wishes to submit more than one Bid, each Bid, after the first, is to be considered an **alternate**. **THESE BIDS MUST BE PLACED IN SEPARATE ENVELOPES. THE ENVELOPE AND THE BID PROPOSAL PAGE MUST BE PLAINLY MARKED "ALTERNATE BID"**. The Purchasing Director will reject all deviations that amount to a material nonconformity with the specifications of the Bid.

11. BID AWARD

Except as otherwise may be stated in the Specifications, Bid award shall be made to the lowest responsible Bidder meeting the requirements and/or intent of the specifications at the net delivered price(s) shown and best responding to the needs of the City, in the City's sole discretion. However, if the Bidder modifies, limits, restricts or subjects his Bid proposal to conditions that would change the requirements of the specifications, this would be considered a conditional or qualified Bid proposal and will not be accepted. The City reserves the right to delete any Bid item listed in the Bid.

12. PRICES

- a. Unit prices shall be shown for each unit on which there is a Bid, and shall include all packing, crating, freight and shipping charges to destination unless otherwise stated in the Bid proposal.
- b. Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern. All prices must be typewritten or written in black ink. (The party signing the Bid or his authorized representative must initial any alteration in ink.)

13. DISCOUNTS

Cash discounts for payment within thirty (30) days or more may be considered in awarding the Bid. Discounts of less than thirty (30) days will not be considered in the Bid evaluation. Where the net Bid is equal to a Bid with the cash discount deducted, the award shall be made to the net Bid. Discounts will be figured from the date of receipt of a proper invoice.

14. TRADES

Whenever vehicles and/or equipment are offered for trade, if, in the opinion of the City, the price(s) offered is considered by the City to be too low, the City reserves the right to withdraw all or any one of aid vehicles and/or equipment and adjust as the final Bid offer the difference.

15. TAXES

The City of Aurora is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax upon City works and purchases. The City of Aurora's Sales Tax Exemption Number is E9996-0842-06.

16. DEFAULT

In case of default by successful Bidder, the City will procure articles or service from other sources and hold the contractor responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

17. CANCELLATION

The City reserves the right to cancel the whole or any part of the contract if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

18. SIGNATURES

Each Bid must be signed by the Bidder with his/her usual signature. Bids by partnerships must be signed with the partnership name by all members of the partnership, or an authorized representative, followed by the signature and title of the person signing.

Bids by corporations must be signed with the name of the corporation, followed by the signature and title of the person authorized to bind it in the matter. All signatures must be in ink.

When a corporation submits a Bid, its agent must present legal evidence that he has lawful authority to sign said Bid and that the corporation has a legal existence. In the event that any corporation organized and doing business under the laws of any foreign state is the successful Bidder, such corporation must present evidence before any contract is executed that it is authorized to do business in the State of Illinois. Bids by corporations must be executed in the corporate name by the President or a Vice President (or other corporate officer accompanied by evidence of authority to sign), and the signature must be attested by the Secretary or an Assistant Secretary, and the corporate seal must be affixed. The corporate address and state of incorporation must be shown below the signature. Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature, and the official address of the partnership must be shown below the signature. Any corrections to entries made on the Bid forms shall be initialed by the person signing the Bid. When requested by the City, satisfactory evidence of the authority of any signature on behalf of the Bidder shall be furnished.

19. SPECIAL CONDITIONS

Wherever special conditions are written into the Special Conditions and Specifications which are in conflict with conditions stated in these Instructions to Bidders, the conditions stated in Special Conditions and Specifications shall take precedence.

20. PERMITS AND LICENSES

The successful Bidder shall obtain, at its own expense, all permits and licenses which may be required to complete the contract.

21. PATENTS

The successful Bidder agrees to indemnify, protect, defend, and save the City of Aurora and its officers and employees, harmless against any demand for payment for the use of any patented material process, article, or device that may enter into the manufacture, construction, presentation or form a part of the Work covered by the contract.

22. SAMPLES

Samples of items, when required, must be submitted within the time specified and at no expense to the City; and if not destroyed in testing, they will be returned at the Bidder's request and expense. Samples which are not requested for return within thirty (30) days will become the property of the City.

23. DEMONSTRATIONS

Bidders are required, if requested to do so, to effect a demonstration of the item(s) being Bid if the City feels it has insufficient knowledge of the item's operations or performance capability. Such demonstration must be at a site which is most convenient and agreeable to the effected City personnel.

24. REFERENCES

Sufficient references of all like public and/or private agencies must be presented on a separate sheet and attached to this Bid. Listing must include company name, contact person, telephone number and date purchased.

All Bidders, as a condition of and prior to entry into a contract, agree that a complete background investigation of the principals of the Bidder and all employees who will work on the project may be made. Bidders agree to cooperate with the appropriate City of Aurora personnel to supply all information necessary to complete these investigations. The City of Aurora in its complete discretion may disqualify any Bidder, including low Bidder, and may void any contract previously entered into based on its background investigation.

25. DATA

Complete and detailed brochures and specifications for vehicles equipment, materials, goods, supplies and/or services to be furnished must be included with each Bid.

26. SEQUENCE

The **Bid form(s) shall be the top (1st) sheet(s) of the Bid proposal package** returned to the City for consideration. All other sheets and/or documentation shall follow.

27. COMPLIANCE WITH LAWS AND REGULATIONS

The Bidder shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the Work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, prevailing wages and others applicable thereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the Work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees and servants against any requirement, claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees. All Bidders must supply a certificate of eligibility to enter into public contracts.

28. PATENTED DEVICES, MATERIALS, AND PROCESSES

It is mutually understood and agreed that without exception contract prices are to include all royalties and costs arising in the Work. It is the intent that whenever the Bidder is required or desires to use any design, device, material, or process covered by letters or patent or copyright, the right of such use shall be provided for by suitable legal agreement with the patent owner. The Bidder in all cases shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patent

design, device, materials, or process, to be performed or used under the contract, and shall indemnify and save harmless the said City for any costs, expenses, attorney's fees, and damages which it may be obligated to pay, by reason of any such infringement at any time during the prosecution or after the completion of the Work.

29. PROTECTION AND RESTORATION OF PROPERTY

It is understood that in the execution of the Work herein provided for there may be interference with and/or damage to trees, shrubbery, crops, fences, railroad tracks, overhead structures such as poles, wires, cables, underground structures such as sewers, gas mains, telephone conduits and cables, water mains, drains, service connections, wires, pipes, conduits, located along, adjacent to, and/or crossing the locations of the Work, and that it may be necessary to relocate or reconstruct certain of such structures, improvements, and installations and/or to make repairs to the same by reasons of doing the Work herein provided for, and it is therefore particularly and specifically agreed that the Bidder except as otherwise herein provided, shall do the Work necessary for such relocation, reconstruction, and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction, and/or repair of, and all damage done to any and all such pipe line and other structures, improvements, and installations, including service connections, if any, to adjacent property, existing at the date of the execution of the contract and/or existing, during the period of the Work to be done under the contract, which may be interfered with, damaged, and/or necessarily relocated, reconstructed, or repaired in the performance of the Work herein provided for, including the restoration and resurfacing of unpaved portions of public streets and alleys, rights-of-way, easements, and private property damaged or disturbed by the Work, the same to be restored to as good condition as the same existed at the time of the commencement of any such Work or relocation.

It is further agreed that the owners of any structures, improvements, installations, referred to in the preceding paragraph shall have the right to do the Work or any part thereof necessary for the relocation, reconstruction, replacement, repair, and other Work required by reason of any interference with and/or damage to such structures, improvements, installations, due to the prosecution of the Work and upon completion of such Work by them done, said owners may render bills to the Bidder for the cost and expenses thereof which bills shall be paid by the Bidder without extra compensation therefore from the City, upon demand by said owners, or upon demand made by the City upon the Bidder for the payment thereof.

30. INSURANCE AND HOLD HARMLESS PROVISION

At the Contractor's expense, the Contractor shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits to cover all locations of the Contractor's operations. The Contractor shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the

execution of the contract, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the City of Aurora and licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the City. This provision shall also be stated on each Certificate of Insurance as: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named to the left".

If requested, the awardee of this proposal will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request. The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

- (1) Worker's Compensation Insurance - Statutory amount.
- (2) General Liability Insurance:
 - (a) \$1,000,000 per occurrence and \$2,000,000 general aggregate
 - (b) \$500,000 per occurrence for Property Damage
 - (c) \$1,000,000 per occurrence for Personal Injury
- (3) Auto Liability Insurance:
 - (a) Bodily injury with limits not less than \$1,000,000
 - (b) Property damage with limits not less than \$500,000
- (4) Umbrella excess liability of \$1,000,000 per occurrence, \$2,000,000 aggregate

The Contractor shall include the City as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies and indicate said status on any Certificates of Insurance provided to the City pursuant to this project. All insurance premiums shall be paid without cost to the City.

The Contractor agrees to indemnify and save harmless the City of Aurora, their agents and employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law or claims made upon the City of Aurora for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this project work, whether such claims or injuries to persons or damage to property be due to the negligence of the Contractor or his Subcontractors. The Contractor shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the City of Aurora and its employees.

31. WORKERS COMPENSATION ACT

The Bidder further agrees to insure his employees and their beneficiaries and to the employees and the beneficiaries of any subcontractor employed from time to time by him on said Work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Illinois that is or may be in force in the State.

Such insurance shall be placed by said Bidder in a company or association (to be approved by the City and to be accepted by the Council thereof) authorized under the laws of the State of Illinois to insure the liability above specified.

Said Bidder hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, loss, damages, expenses, and attorney's fees which may in any way come against said City by reason of any accidental injuries or death suffered by any of his employees or the employees of any subcontractor employed by him in and about the performance of the Work provided for in the contract, and any and all liability resulting thereupon; and said Bidder, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said City and indemnify the City therefore, and pay the amount of any and all awards and final judgments and orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Bidder shall be the sole employer of its employees and workers, and in no way so shall the City be considered a joint employer of same under any circumstance.

32. RESPONSIBLE BIDDER

Section 2-331(5) of the Aurora City Code requires that bidders for city contracts in excess of \$25,000 must participate in active apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training to be considered a responsible bidder. A bidder must affirm such participation in the Bidder's Certification submitted with any bid. Furthermore, the bidder must submit a copy of each applicable program registration certificate with his/her bid.

33. DAVIS BACON ACT

Compliance with the provisions outlined in APPENDIX C is required.

34. SUBLETTING OR ASSIGNMENT OF WORK

If the Bidder sublets the whole or any part of the Work to be done under the contract, with or without the written consent of the City, he shall not, under any circumstances, be relieved of his liabilities and obligations. All transactions of the City shall be with the Bidder; subcontractors shall be recognized only in the capacity of employees or

workmen and shall be subject to the same requirements as to character and competence. In case any party or parties, to whom any work under the contract shall have been sublet, shall disregard the directions of the City or his duly authorized representatives, or shall furnish any unsatisfactory Work or shall fail or refuse in any way to conform to any of the provisions or conditions of the contract, then in that case, upon the written order of the City, the Bidder shall require said party or parties in default to discontinue Work under the contract. Said Work shall be corrected or made good and shall be continued and completed by the said Bidder or by such other party or parties as are approved by the City, in the manner and subject to all of the requirements specified in the contract.

35. PROSECUTION OF WORK

The Work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to insure its completion within the time specified in the contract. The Bidder shall solely be fully responsible for complying with Federal, State and local prevailing wage requirements in accordance with the Bidders Certification, and for all wage rate and hour regulations and applications.

36. GUARANTEE AND MAINTENANCE OF WORK

The Bidder shall guarantee the Work to be free from defects of any nature for a period of one year from and after the final acceptance and payment for the Work by the City, and the Bidder shall maintain said Work and shall make all needed repairs and/or replacements during this one year period which in the judgment of the Council, may be necessary to insure the delivery of the Work to the City in first-class condition and in full conformity with the plans and specifications therefore, at the expiration of the guarantee period.

37. CONTRACT

The successful Bidder will be required to execute a contract in the form attached hereto (as may be modified and amended by the City) within five (5) days after notice of award and receipt of the contract from the City and sign and deliver to the City all required copies of the contract. Failure on the part of the contractor to execute the contract within five (5) days and provide the required evidence of insurance at, or before the execution of the contract, will be considered just cause for the annulment of the award of the Bid.

38. INSURANCE CERTIFICATES

At, or prior to, delivery of the signed contract, the successful Bidder shall deliver to the City the policies of insurance or insurance certificates as required by the contract Documents. All policies or certificates of insurance shall be approved by the City before the successful Bidder may proceed with the Work. Execution of the contract by the City

is contingent upon receipt of the insurance policies or certificates. Failure to provide the evidence of insurance in the time provided for will result in disqualification and the Bid will be awarded to the next lowest Bidder or in the creation of a new Bid.

39. PERSONNEL AND EQUIPMENT

The contractor shall provide an adequate number of competently trained personnel with sufficient supervision to provide the services required, and contractor shall provide identification of its personnel if requested by the City.

Any contractor's employee whose employment is reasonably detrimental or objectionable to the City shall be immediately transferred from the premises upon the City's request. The exercise of the option shall not be construed as placing the City in charge of the Work or making the City responsible for safety.

All on the road vehicles or equipment shall be identified by the contractor's name for purpose of identification.

All tools or equipment required to carry out the operations within the scope of the contract shall be provided by the contractor, and shall meet the standards of the Federal Occupational Safety and Health Act and State of Illinois safety codes as may be required by law. The City reserves the right to inspect the equipment that will be used prior to award of Bid.

40. TIME

Bidder shall schedule its Work and that of its subcontractors to meet the requirement of the City. Bidder shall perform the Work expeditiously in cooperation with the City's agents, employees, contractors and subcontractors. Bidder shall make no claim against City and no claim shall be allowed for any damages which may arise out of any delay caused by City, its agents, employees, contractor or subcontractors. Bidder's sole remedy for delay shall be an extension in the contract time.

41. PRE-BID MEETING

A **mandatory pre-site meeting** will be starting at 10:00 a.m. on Wednesday, March 9, 2011 at the Parks Department Maintenance Building site located at 903 Ray C. Moses Drive, Aurora, Illinois. Potential contractors must be present at the start of the meeting to qualify to bid on the project. **Prospective bidders must visit all three sites.**

CITY OF AURORA
11-09
ARRA/EECBG RETROFITTING OF INTERIOR LIGHT FIXTURES
AT VARIOUS PARKS BUILDINGS WITHIN PHILLIPS PARK

GENERAL CONDITIONS

SCOPE OF WORK

1. The affected buildings are set out on the attached document identified as, “Retrofitting of Interior Light Fixtures at Various Parks Buildings Within Phillips Park.”
2. The project document contains the existing number of fixtures along with the proposed number of retrofits required for each building within Phillips Park. Also included is a description of the existing fixtures and the described, required retrofitting. Note that all identified fixtures are required to be retrofitted.
3. The affected buildings are:
 - i) First Tee Building – 1009 Ray C. Moses Drive
 - ii) Park Department Maintenance Building – 903 Ray C. Moses Drive
 - iii) Golf Course Maintenance Building – 1101 Ray C. Moses Drive
4. Vendors are required to complete the bid tabulations as specified in the attached bid proposal form labeled, “11-09 ARRA/EECBG Retrofitting of Interior Light Fixtures at Various Parks Buildings Within Phillips Park.”
5. Vendors are required to specify price per fixture as well as total price for each category of retrofitting. Price totals are required for the project total.
6. Bidders shall furnish the names and addresses of all subcontractors who will be retained to supply, furnish, and/or install in any way components required to complete the whole of their bid proposal.
7. All required licenses, permits, bonds and insurance certificates must be obtained and in full force and effect for the entire duration of the project.
8. Vendors are required to dispose of any materials that will be removed from the property during the course of project completion in conformance with all applicable requirements of law.
9. **All work is required to be completed in full 60 days after awarded contract by Aurora City Council.**

CITY OF AURORA
 BID PROPOSAL FORM

11-09

ARRA/EECBG RETROFITTING OF INTERIOR LIGHT FIXTURES
 AT VARIOUS PARKS BUILDINGS WITHIN PHILLIPS PARK

These specifications are for Retrofitting of Interior Light Fixtures at the First Tee Building, the Parks Department Maintenance Building and the Golf Course Maintenance Building within Phillips Park. All bid responses must include cost for removing existing lighting fixture and the purchase and installation of the proposed retrofit fixture.

The Buy American provision in the American Recovery and Reinvestment Act of 2009 (section 1605 Title XVI) provides that, subject to three listed exceptions (nonavailability, unreasonable cost, and inconsistent with the public interest), none of the funds appropriated or otherwise made available by the Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all the iron, steel, and manufactured goods used are produced in the United States. The law also requires that this provision be applied in a manner consistent with the U.S. obligations under international agreements.

I/WE propose to furnish and install as specified in the below Specifications to Bid at the following net delivered price:

First Tee Building - 1009 Ray C. Moses Drive						
Item No.	Area	Existing/ Proposed	Qty	Description	Price Per Fixture	Total Price
1	Office	Existing	2	4'2 lamp fixture with T12 lamps and magnetic ballast.		
		Proposed	2	Retrofit 4'2 lamp fixture with 4' F28T8/XL/SPX41/ECO lamps, one GE-232-MAX-N/ULTRA electronic ballast.		
2	Electric Room	Existing	1	4'2 lamp fixture with T12 lamps and magnetic ballast.		
		Proposed	1	Retrofit 4'2 lamp fixture with 4' F28T8/XL/SPX41/ECO lamps, one GE-232-MAX-N/ULTRA electronic ballast.		
3	Open Area	Existing	8	4' 2 lamp fixture with T12 lamps and magnetic ballast.		
		Proposed	4	Retrofit 4' 2 lamp fixture with F28T8/XL/SPX41/ECO lamps and one GE-432-MAX-N/ULTRA electronic ballast. Fixture will be tandem wired.		
4	Storage	Existing	2	4'2 lamp fixture with T12 lamps and magnetic ballast.		
		Proposed	2	Retrofit 4'2 lamp fixture with 4' F28T8/XL/SPX41/ECO lamps, one GE-232-MAX-N/ULTRA electronic ballast.		
Total For First Tee Building						

**PARKS DEPARTMENT MAINTENANCE BUILDING
903 Ray C. Moses Drive**

Item No.	Area	Existing/ Proposed	Qty	Description	Price Per Fixture	Total Price
5	Shop Northeast Corner Area	Existing	5	8' 2 lamp fixture with T12 lamps and magnetic ballast.		
		Proposed	5	Retrofit 8' 4 lamp fixture with 4' F32T8/XL/SPX41/ECO one 8' white reflector kit ESI K-18WR8S432-VER-BJB-PW including new sockets and one GE-432-MAX-H/ULTRA electronic ballast.		
6		Existing	2	4' 2 lamp fixture with T12 lamps and magnetic ballast.		
		Proposed	2	Retrofit 4'2 lamp fixture with 4' F32T8/XL/SPX41/ECO lamps, one GE-232-MAX-N/ULTRA electronic ballast. (Remove extension cord and re-feed properly.)		
7	Truck Wash	Existing	6	Remove 8' 2 lamp fixture with T12 lamps and magnetic ballast.		
		Proposed	4	Install 4' 4 lamp new vapor-tight fixture ESI F-24VA-EA-432-UNVH with F32T8/XL/SPX41/ECO lamps.		
8		Existing	20	Remove 8' 2 lamp fixture with T12 lamps and magnetic ballast.		
		Proposed	20	Install 8' 4 lamp new fixture ESI F-18STWR8S432UNVH with F32T8/XL/SPX41/ECO lamps.		
9	Open Area	Existing	1	Remove 8' 2 lamp fixture with T12 lamps and magnetic ballast.		
		Proposed	1	Install 4' 2 lamp new fixture ESI F-14STWR8S232UNVH with 2 FO32/841XP/SS/ECO lamps. (Remove extension cord and re-feed properly.)		
10	Maintenance Cage	Existing	4	4' 2 lamp fixture with T12 lamps and magnetic ballast.		
		Proposed	4	Retrofit 4'2 lamp fixture with 4' F32T8/XL/SPX41/ECO lamps, one GE-232-MAX-N/ULTRA electronic ballast. (Remove extension cord and re-feed properly.)		
11		Existing	0	N/A		
		Proposed	1	Install Vendmiser VM150 on Vending Machine.		

12	Lunchroom	Existing	1	2' 2 lamp fixture with T12 lamps and one magnetic ballast.		
		Proposed	1	Retrofit 2'2 lamp fixture with 2' FO17T8/XL/SPX41/ECO lamps, one 2' reflector kit ESI K-22EAD232-BJB-PW including new sockets and one GE-232-MAX-N/ULTRA electronic ballast.		
13	Lunchroom	Existing	5	4' 4 lamp fixture with T12 lamps and magnetic ballast.		
		Proposed	5	Retrofit 4'2 lamp fixture with 4' F28T8/XL/SPX41/ECO lamps, one 4' reflector kit ESI K-24EAD232-BJB-PW including new sockets and one GE-232-MAX-N/ULTRA electronic ballast.		
14	Bathroom	Existing	1	4' 2 lamp fixture with T12 lamps and magnetic ballast.		
		Proposed	1	Retrofit 4'2 lamp fixture with 4' F28T8/XL/SPX41/ECO lamps, one GE-232-MAX-N/ULTRA electronic ballast.		
15	Bathroom	Existing	2	4' 2 lamp fixture with T12 lamps and magnetic ballast.		
		Proposed	1	Retrofit 4' 2 lamp fixture with F28T8/XL/SPX41/ECO lamps and one GE-432-MAX-N/ULTRA electronic ballast. Fixture will be tandem wired. (Replace two missing lenses.)		
16	Office	Existing	8	4' 2 lamp fixture with T12 lamps and magnetic ballast.		
		Proposed	4	Retrofit 4' 2 lamp fixture with F28T8/XL/SPX41/ECO lamps and one GE-432-MAX-N/ULTRA electronic ballast. Fixture will be tandem wired. (Replace two missing lenses.)		
Total For Park Maintenance Building						

**GOLF COURSE MAINTENANCE
1101 Ray C. Moses Drive**

Item No.	Area	Existing/ Proposed	Qty	Description	Price Per Fixture	Total Price
17	Cold Storage	Existing	14	8' 2 lamp fixture with T12 lamps and magnetic ballast.		
		Proposed	14	Retrofit 8' 4 lamp fixture with 4' F32T8/XL/SPX41/ECO one 8' white reflector kit ESI K-18WR8S432-VER-BJB-PW including new sockets and one GE-432-MAX-N/ULTRA electronic ballast.		
18	Heated Area	Existing	1	8' 2 lamp fixture with T12HO and magnetic ballast.		
		Proposed	1	Retrofit 8' 4 lamp fixture with 4' F32T8/XL/SPX41/ECO one 8' white reflector kit ESI K-18WR8S432-VER-BJB-PW including new sockets and one GE-432-MAX-N/ULTRA electronic ballast.		
19	Office	Existing	2	8' 2 lamp fixture with T12HO and magnetic ballast.		
		Proposed	2	Retrofit 8' 4 lamp fixture with 4' F32T8/XL/SPX41/ECO one 8' white reflector kit ESI K-18WR8S432-VER-BJB-PW including new sockets and one GE-432-MAX-N/ULTRA electronic ballast.		
20	Mechanics Area	Existing	8	4' 4 lamp fixture with T12 lamps and magnetic ballast.		
		Proposed	8	Retrofit 4' 2 lamp fixture with 4' F28T8/XL/SPX41/ECO lamps, one 4' reflector kit ESI K-24EAD232-BJB-PW including new sockets and one GE-232-MAX-H/ULTRA electronic ballast.		
21	Parts Room	Existing	1	8' 2 lamp fixture with T12HO and magnetic ballast.		
		Proposed	1	Retrofit 8' 4 lamp fixture with 4' F32T8/XL/SPX41/ECO one 8' white reflector kit ESI K-18WR8S432-VER-BJB-PW including new sockets and one GE-432-MAX-N/ULTRA electronic ballast.		
22	Parts Room	Existing	1	4' 2 lamp fixture with T12HO and magnetic ballast.		
		Proposed	1	Retrofit 4' 2 lamp fixture with 4' F32T8/XL/SPX41/ECO one 4' white reflector kit ESI K-14WR8S232-VER-BJB-PW including new sockets and one GE-232-MAX-N/ULTRA electronic ballast.		

23	Chemical Storage East End	Existing	4	8' 2 lamp fixture with T12HO and magnetic ballast.		
		Proposed	4	Retrofit 8' 4 lamp fixture with 4' F32T8/XL/SPX41/ECO one 8' white reflector kit ESI K-18WR8S432-VER-BJB-PW including new sockets and one GE-432-MAX-N/ULTRA electronic ballast.		
24	Chemical Storage East End	Existing	4	4' 2 lamp fixture with T12 lamps and magnetic ballast.		
		Proposed	4	Retrofit 4' 2 lamp fixture with 4' F28T8/XL/SPX41/ECO lamps, one GE-232-MAX-N/ULTRA electronic ballast.		
Total For Golf Course Maintenance Building						

NET DELIVERED TOTAL COST FOR ALL BUILDINGS

CITY OF AURORA
BID PROPOSAL FORM
11-09
ARRA/ EECBG RETROFITTING OF INTERIOR LIGHT FIXTURES
AT VARIOUS PARKS BUILDINGS WITHIN PHILLIPS PARK

No additional charges over total net bid price will be accepted without written approval of the Purchasing Director.

All bid prices shall be shown as delivered Aurora Destination, Prepaid and Allowed.

Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certification Permit No. Illinois E9996-0842-06.

The City of Aurora reserves the right to reject any or all Bids, or parts thereof, and to waive any technicality, informality or irregularity in the Bids received, and to disregard all nonconforming or conditional Bids or counter-proposals and to hold the best Bids for ninety (90) days from the opening date set forth above. The City further reserves the right to award the Bid to the lowest responsible Bidder whose offer best responds in quality, fitness and capacity to the requirements of the proposed Work or usage and therefore is in the best interest of the City.

BID SUBMITTED BY

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

PREPARER'S NAME _____

Please Type

CONTACT PERSON _____

AUTHORIZED SIGNATURE _____

Title

PHONE # (____) _____ FAX # (____) _____

EMAIL ADDRESS _____ DATE _____

APPENDIX C

Template: FA-Special Terms and Conditions

8-20-2009 FINAL (APPROVED BY DOL)

FA-TC-0050

Prescription: Include for ARRA Awards when WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT ("RECOVERY ACT") Clauses are required.

CLAUSE XX. DAVIS BACON ACT REQUIREMENTS

A. Definitions. For purposes of this Clause, Clause XX, Contract Work Hours and Safety Standards Act, and Clause XX, Recipient Functions, the following definitions are applicable:

(1) *Award* means the Award by the Department of Energy (DOE) to a Recipient that includes a requirement to comply with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Subrecipients, Contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act.

(2) "*Construction, alteration or repair*" means all types of work done by laborers and mechanics employed by the Subrecipient, construction contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—

(a) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;

(b) Painting and decorating; or

(c) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work.

(3) *Contract* means a written procurement contract executed by a Subrecipient for the acquisition of property and services for construction, alteration, and repair under a Subaward. For purposes of these Clauses, a Contract shall include subcontracts and lower- tier subcontracts under the Contract.

(4) *Contracting Officer* means the DOE official authorized to execute awards on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) *Contractor* means an entity that enters into a Contract. For purposes of these Clauses, Contractor shall include subcontractors and lower-tier subcontractors.

(6) *Recipient* means any entity other than an individual that receives Recovery Act funds in the form of a grant directly from the Federal Government. The term includes the State that receives an Award from DOE and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(7) *“Site of the work”*—

(a) Means--

(i) The physical place or places where the construction called for in the Award, Subaward, or Contract will remain when work on it is completed; and

(ii) Any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the project;

(b) Except as provided in paragraph (c) of this definition, the site of the work includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(1) They are dedicated exclusively, or nearly so, to performance of the project; and

(2) They are adjacent or virtually adjacent to the site of the work as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition; and

(c) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular contract or Federal Award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the project site as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of an Award, Subaward, or Contract.

(8) *Subaward* means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower- tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient’s procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of “Award” above.

(9) *Subrecipient* means a non-Federal entity that expends Federal awards received from a pass-through entity [Recipient] to carry out a Federal program, but does not include an individual that is a beneficiary of such a program. The term includes a Community Action Agency (CAA), local agency, or other entity to which a Subaward under the Award is made by a Recipient that includes a requirement to comply with the labor standards clauses and wage rate requirements of the DBA work performed by all laborers and mechanics employed by contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant of the Recovery Act.

B. Davis-Bacon Act

(1)(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached to the Subaward or Contract and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Recipient, a Subrecipient, or Contractor and such laborers and mechanics.

(i) Applicable to Recipient Only: Prior to the issuance of the Subaward or Contract, the Recipient shall notify the Contracting Officer of the site of the work in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

(ii) If the Subaward or Contract is or has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

(b) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the DBA on behalf of laborers or mechanics are considered wages paid to such laborers and mechanics, subject to the provisions of paragraph B(4) below; 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 period.

(c) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the paragraph entitled Apprentices and Trainees. 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.

(d) The wage determination (including any additional classifications and wage rates conformed under paragraph B(2) of this Clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Subrecipient and Contractor at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2)(a) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Subaward or Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Subrecipient (and Contractor, when applicable) and the laborers and mechanics to be employed in the classification (if known), or their representatives agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer of this agreement. If the Contracting Officer agrees with the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(c) In the event the Subrecipient (and Contractor, when applicable), and the laborers or mechanics to be employed in the classification, or their representatives, do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer of the disagreement. The Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division 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.

(d) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs B(2)(b) or B(2)(c) of this Clause shall be paid to all workers performing work in the classification under the Award, Subaward, or Contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the Award, Subaward, or Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Subrecipient and Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Subrecipient or Contractor does not make payments to a trustee or other third person, the Subrecipient or 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 Subrecipient or Contractor that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Subrecipient or Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

C. Rates of Wages

(1) The minimum wages to be paid laborers and mechanics under the Subaward or Contract involved in performance of work at the project site, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are included as an attachment to the Award, Subaward, or Contract.

(2) If the Subaward or Contract has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

D. Payrolls and Basic Records

(1) Payrolls and basic records relating thereto shall be maintained by the Recipient, Subrecipient and Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (4) of the provision entitled Davis-Bacon Act, 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 Subrecipient or Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Subrecipient or Contractor employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2)(a) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Subrecipient. The Subrecipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Recipient. The Recipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph D(1) of this Clause, except that the full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

(b) The Recipient is responsible for the ensuring that all Subrecipients and Contractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this Clause. The Subrecipient is responsible for ensuring all Contractors, including lower tier subcontractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this clause. Subrecipients and Contractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request for transmission to the Contracting Officer, the Recipient, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. The Recipient shall also obtain and provide the full social security number and current address of each covered worker upon request by the Contracting Officer or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Recipient to require a Subrecipient or Contractor to provide addresses and social security numbers to the Recipient for its own records, without weekly submission to the Contracting Officer.

(c) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Recipient, Subrecipient or Contractor or his or her agent who pays or supervises the payment of the persons employed under the Subaward or Contract and shall certify --

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph D(2)(a) of this Clause, the appropriate information is being

maintained under paragraph D(1) of this Clause, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Subaward or 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 the Regulations, 29 CFR Part 3; and

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

(d) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph D(2)(c) of this Clause.

(e) The falsification of any of the certifications in Paragraph D, Payrolls and Basic Records, of this Clause may subject the Recipient, Subrecipient or Contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Recipient, Subrecipient, or Contractor shall make the records required under paragraph D(1) of this Clause available for inspection, copying, or transcription by the Contracting Officer, authorized representatives of the Contracting Officer, or the Department of Labor. The Subrecipient or Contractor shall permit the Contracting Officer, authorized representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Recipient, Subrecipient, or Contractor fails to submit the required records or to make them available, the Contracting Officer may, after written notice to the Recipient, Subrecipient, or Contractor take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

E. Withholding of Funds

(1) The DOE Contracting Officer shall, upon his or her or its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Recipient or any other contract or Federal Award with the same Recipient, on this or any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Recipient so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subrecipient or a Contractor the full amount of wages required by the Award or Subaward or a Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or

part of the wages required by the Award or Subaward or a Contract, the Contracting Officer may, after written notice to the Recipient 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.

(2) The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause to be withheld from any Subrecipient or Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subrecipient or Contractor the full amount of wages required by the Subaward or Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Subaward or Contract, the Recipient may, after written notice to the Subrecipient or Contractor, 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 or the Government may cause the suspension of any further payment under any other contract or Federal award with the same Subrecipient or Contractor, on any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Subrecipient or Contractor.

F. Apprentices and Trainees

(1) Apprentices.

(a) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed—

(i) 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 and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(b) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Subrecipient or Contractor as to the entire work force under the registered program.

(c) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph F(1) of this Clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(d) Where a Subrecipient or Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Subrecipient's or Contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(e) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(f) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Subrecipient or Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees.

(a) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(b) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship/training program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(c) In the event OATELS withdraws approval of a training program, the Subrecipient or 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.

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

G. Compliance with Copeland Act Requirements

The Recipient, Subrecipient or Contractor shall comply with the requirements of 29 CFR Part 3 which are hereby incorporated by reference in the Award, Subaward or Contract.

H. Subawards and Contracts

(1) The Recipient, the Subrecipient and Contractor shall insert in the Subaward or any Contracts this Clause entitled “Davis Bacon Act Requirements” and such other clauses as the Contracting Officer may require. The Recipient shall be responsible for ensuring compliance by any Subrecipient or Contractor with all of the requirements contained in this Clause. The Subrecipient shall be responsible for the compliance by Contractor with all of the requirements contained in this Clause.

(2) Within 14 days after issuance of a Subaward, the Recipient shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Subaward and Contract for construction within the United States, including the Subrecipient’s and Contractor’s signed and dated acknowledgment that this Clause) has been included in the Subaward and any Contracts. The SF 1413 is available from the Contracting Officer or at [http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/\\$file/sf1413_e.pdf](http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413_e.pdf) . Within 14 days after issuance of a Contract or lower- tier subcontract, the Subrecipient shall deliver to the Recipient a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Contract and lower-tier subcontract for construction within the United States, including the Contractor and lower- tier subcontractor’s signed and dated acknowledgment that this Clause has been included in any Contract and lower- tier subcontracts. SF 1413 is available from the Contracting Officer or at [http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/\\$file/sf1413_e.pdf](http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413_e.pdf). The Recipient shall immediately provide to the DOE Contracting Officer the completed Standard Forms (SF) 1413.

I. Contract Termination -- Debarment

A breach of these provisions may be grounds for termination of the Award, Subaward, or Contract and for debarment as a Contractor or subcontractor as provided in 29 CFR 5.12.

J. Compliance with Davis-Bacon and Related Act Regulations

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in the Award, Subaward or Contract.

K. Disputes Concerning Labor Standards

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and shall not be subject to any other dispute provision that may be contained in the Award, Subaward, and Contract. Disputes within the meaning of this Clause include disputes between the Recipient, Subrecipient (including any Contractor) and the Department of Energy, the U.S. Department of Labor, or the employees or their representatives.

L. Certification of Eligibility.

(1) By entering into this Award, Subaward, or Contract (as applicable), the Recipient, Subrecipient, or Contractor, respectively certifies that neither it (nor he or she) nor any person or firm who has an interest in the Recipient, Subrecipient, or Contractor's firm, is a person, entity, or firm ineligible to be awarded Government contracts or Government awards by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this Award, Subaward or Contract shall be subcontracted to any person or firm ineligible for award of a Government contract or Government award by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

M. Approval of Wage Rates

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under an Award, Subaward or Contract must be submitted for approval in writing by the head of the federal contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the Award, Subaward or Contract. Any amount paid by the Subrecipient or Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Subrecipient or Contractor and shall not be reimbursed by the Recipient or Subrecipient. If the Government refuses to authorize the use of the overtime, the Subrecipient or Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

Clause XXX. Contract Work Hours and Safety Standards Act

This Clause entitled "Contract Work Hours and Safety Standards Act (CWHSSA)" shall apply to any Subaward or Contract in an amount in excess of \$100,000. As used in this CWHSSA Clause, the terms laborers and mechanics include watchmen and guards.

A. Overtime requirements. No Subrecipient or Contractor contracting for any part of the Subaward work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

C. Withholding for unpaid wages and liquidated damages.

(1) The DOE Contracting Officer shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Recipient on this or any other Federal Award or Federal contract with the same Recipient on any other federally-assisted Award or contract subject to the CWHSSA, which is held by the same Recipient such sums as may be determined to be necessary to satisfy any liabilities of such Recipient for unpaid wages and liquidated damages as provided in the clause set forth in CWHSSA, paragraph B of this Clause.

(2) The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause from any moneys payable on account of work performed by the Subrecipient or Contractor on this or any other federally assisted subaward or contract subject to the CWHSSA, which is held by the same Subrecipient or Contractor such sums as may be determined to be necessary to satisfy any

liabilities of such Subrecipient or Contractor for unpaid wages and liquidated damages as provided in clause set forth in CWHSSA, paragraph B of this Clause.

D. Subcontracts. The Subrecipient shall insert in a Contract and a Contractor shall insert in any lower tier subcontracts, the clauses set forth in these CWHSSA paragraphs (A) through (D) and also a provision requiring the Contractors to include this CWHSSA Clause in any lower tier subcontracts. The Recipient shall be responsible for compliance by any Subrecipient or Contractor, with the CWHSSA paragraphs A through D. The Subrecipient shall be responsible for compliance by any Contractor (including lower- tier subcontractors).

E. The Subrecipient or Contractor shall maintain payrolls and basic payrolls in accordance with Clause XX, Davis- Bacon Act Requirements, for all laborers and mechanics, including guards and watchmen working on the Subaward or Contracts. These records are subject to the requirements set forth in Clause XX, Davis Bacon Requirements.

Clause XXXX. RECIPIENT FUNCTIONS

(1) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:

(a) Obtain, maintain, and monitor all DBA certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;

(b) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;

(c) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (b) above;

(d) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;

(e) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;

(f) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;

(g) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and

(h) Provide copies of all records upon request by DOE or DOL in a timely manner.

(2) All records maintained on behalf of the DOE in accordance with paragraph (1) above are federal government (DOE) owned records. DOE or an authorized representative shall be granted access to the records at all times.

(3) In the event of, and in response to any Freedom of Information Act, 5 U.S.C. 552, requests submitted to DOE, Recipient shall provide such records to DOE within 5 business days of receipt of a request from DOE.

APPENDIX D

GENERAL DECISION: IL20100008 12/03/2010 IL8

Date: December 3, 2010

General Decision Number: IL20100008 12/03/2010

Superseded General Decision Number: IL20080008

State: Illinois

Construction Types: Building and Residential

Counties: Du Page, Grundy, Kane, Kendall, Lake, McHenry and Will Counties in Illinois.

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

Modification Number	Publication Date
0	03/12/2010
1	04/16/2010
2	05/07/2010
3	05/14/2010
4	06/04/2010
5	07/02/2010
6	08/06/2010
7	08/13/2010
8	09/03/2010
9	10/01/2010
10	11/05/2010
11	12/03/2010

ASBE0017-005 06/01/2010

	Rates	Fringes
ASBESTOS WORKER/INSULATOR		
includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems.....	\$ 42.05	17.40
Fire Stop Technician.....	\$ 24.33	17.40
HAZARDOUS MATERIAL HANDLER		
includes preparation, wetting, stripping, removal, scrapping vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not.....	\$ 31.54	17.40

BOIL0001-003 07/01/2010

DU PAGE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY, AND WILL COUNTIES

	Rates	Fringes
BOILERMAKER.....	\$ 42.67	19.60

BRIL0014-001 06/01/2009

DU PAGE, GRUNDY, LAKE, and WILL COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.03	19.90

BRIL0021-002 06/01/2009

	Rates	Fringes
MARBLE SETTER.....	\$ 39.03	19.90

BRIL0021-008 06/01/2009

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 39.01	19.11
TILE FINISHER.....	\$ 32.15	13.62
TILE SETTER.....	\$ 38.63	15.34

BRIL0021-010 06/01/2009

	Rates	Fringes
MARBLE FINISHER.....	\$ 29.10	19.90

BRIL0027-002 06/01/2009

KANE, KENDALL, and MCHENRY COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.03	19.90

CARP0555-004 10/01/2009

Residential

DU PAGE and LAKE COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 35.37	20.12

CARP0555-005 07/01/2010

BUILDING

DUPAGE and LAKE COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 40.77	22.12

CARP0555-006 07/01/2010

WILL COUNTY

BUILDING

	Rates	Fringes
Carpenter; Millwright; Piledrivermen.....	\$ 40.77	24.44

CARP0555-007 10/01/2009

WILL COUNTY

RESIDENTIAL

	Rates	Fringes
CARPENTER.....	\$ 35.37	20.12

CARP0555-009 07/01/2010

KANE, KENDALL, AND MCHENRY COUNTIES

BUILDING

	Rates	Fringes
CARPENTER Carpenter, Floor Layer, Lather, Millwright, and Piledriver.....	\$ 40.77	22.13

CARP0555-010 10/01/2009

KANE, KENDALL, and MCHENRY COUNTIES

RESIDENTIAL

	Rates	Fringes
CARPENTER.....	\$ 35.37	20.12

CARP0555-012 07/01/2010

GRUNDY COUNTY

	Rates	Fringes
CARPENTER Carpenter, Millwright, Piledriver, and Soft Floor Layer.....	\$ 40.77	22.13
Residential.....	\$ 35.37	20.12

ELEC0009-002 05/24/2010

WILL COUNTY

	Rates	Fringes
Line Construction Groundman.....	\$ 31.86	18.58

Lineman and Equipment
Operator.....\$ 40.85 23.81

ELEC0117-002 05/31/2010

KANE (Northern Half) and McHENRY COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 42.92	22.57

ELEC0117-003 06/01/1997

KANE (Northern Half), and McHENRY COUNTIES

	Rates	Fringes
ELECTRICIAN ELECTRICAL TECHNICIAN.....	\$ 22.49	36%

Work includes the installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central office, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN, (wide area networks), LAN (Local area networks), and ISDN (integrated system digital network).The work shall cover the pulling of wire in raceways, but not the installation of raceways.

ELEC0150-002 05/31/2010

LAKE COUNTY

	Rates	Fringes
ELECTRICIAN Building & Residential.....	\$ 39.15	26.09

ELEC0150-003 06/01/2009

LAKE COUNTY

	Rates	Fringes
ELECTRICIAN ELECTRICAL TECHNICIAN.....	\$ 33.13	20.36

Work includes the installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central office, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN, (wide area networks), LAN (Local area networks), and ISDN (integrated system digital network).The work shall cover the pulling of wire in raceways, but not the installation of raceways.

ELEC0176-003 06/01/2010

Grundy and Will Counties

	Rates	Fringes
ELECTRICIAN		
Residential.....	\$ 37.50	26.03

ELEC0176-008 06/01/2010

GRUNDY and WILL COUNTIES

	Rates	Fringes
ELECTRICIAN		
Building.....	\$ 39.50	29.95

ELEC0176-015 06/01/2010

GRUNDY and WILL COUNTIES

	Rates	Fringes
ELECTRICIAN		
ELECTRICAL TECHNICIAN.....	\$ 32.40	22.37

Work includes the installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central office, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN, (wide area networks), LAN (Local area networks), and ISDN (integrated system digital network).The work shall cover the pulling of wire in raceways, but not the installation of raceways.

* ELEC0461-002 08/30/2010

KANE (Southern Half) AND KENDALL COUNTIES

	Rates	Fringes
ELECTRICIAN		
Building.....	\$ 43.37	22.12
Residential.....	\$ 41.34	21.36

ELEC0461-005 06/01/2010

KANE (Southern Half), AND KENDALL COUNTIES

	Rates	Fringes
ELECTRICIAN		
ELECTRICAL TECHNICIAN.....	\$ 35.28	20.21

Work includes the installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central office, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN, (wide area networks), LAN (Local area

networks), and ISDN (integrated system digital network).The work shall cover the pulling of wire in raceways, but not the installation of raceways.

ELEC0701-002 08/30/2010

DUPAGE COUNTY

	Rates	Fringes
ELECTRICIAN		
Building.....	\$ 36.20	28.98
Residential.....	\$ 35.25	27.43

ELEC0701-003 05/31/2010

DU PAGE COUNTY

	Rates	Fringes
ELECTRICIAN		
ELECTRICAL TECHNICIAN.....	\$ 32.65	22.52

Work includes the installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central office, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN, (wide area networks), LAN (Local area networks), and ISDN (integrated system digital network).The work shall cover the pulling of wire in raceways, but not the installation of raceways.

ELEV0002-001 01/01/2010

DU PAGE, GRUNDY, KANE, KENDALL, LAKE, and WILL COUNTIES

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 46.16	20.035+A+B

FOOTNOTES:

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

B. Employer contributes 8% of regular hourly rate as vacation pay credit for employee who has worked in business more than 5 years, and 6% for employee who has worked in business less than 5 years.

ELEV0132-004 01/01/2005

McHENRY COUNTY

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 35.57	12.115+A&B

FOOTNOTES:

A . Eight paid holidays: New Year's Day; Memorial Day;

Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; Veterans' Day and Christmas Day.

B. Employer contributes 8% of regular hourly rate as vacation pay credit for employee who has worked in business more than 5 yrs, and 6% for employee who has worked in business less than 5 yrs.

* ENGI0150-026 06/01/2009

BUILDING and RESIDENTIAL

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 45.10	22.80
GROUP 2.....	\$ 43.80	22.80
GROUP 3.....	\$ 41.25	22.80
GROUP 4.....	\$ 39.50	22.80

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

GROUP 3: Air Compressor-Small 250 and Under (1 to 5 not to exceed a total of 300 ft); Air Compressor-Large over 250; Combination-Small Equipment Operator; Generator- Small 50

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

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

IRON0001-014 06/01/2010

DU PAGE (Eastern 1/4), LAKE, AND MCHENRY (Hebron, Woodstock, and East thereof) COUNTIES

	Rates	Fringes
IRONWORKER		
Sheeter.....	\$ 41.00	29.84
Structural and Reinforcing..	\$ 40.75	29.84

IRON0063-003 06/01/2010

LAKE, DUPAGE (Eastern 1/4) and MCHENRY (HEBRON, WOODSTOCK & EAST THEREOF) COUNTIES

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 40.20	25.98

IRON0063-004 06/01/2010

LAKE, DUPAGE (Eastern 1/4), and MCHENRY (HEBRON, WOODSTOCK & EAST THEREOF) COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 32.66	21.17

IRON0136-002 07/01/2009

LAKE, DUPAGE (Eastern 1/4) and MCHENRY (HEBRON, WOODSTOCK & East thereof) COUNTIES

	Rates	Fringes
IRONWORKER		
Machine Movers and Riggers..	\$ 37.25	25.54
Master Riggers.....	\$ 39.75	25.54

IRON0393-002 07/01/2009

DUPAGE (REMAINDER), KANE, KENDALL (NORTHERN PART), and MCHENRY (SOUTHEAST 1/4) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.80	24.63

IRON0444-002 06/01/2010

DUPAGE (ARGONNE & VIC), GRUNDY, KENDALL (Southern Part), and

WILL COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 38.00	28.26

* IRON0498-006 06/01/2010

McHENRY COUNTY (Northwest Part)

	Rates	Fringes
IRONWORKER.....	\$ 35.00	28.54

LABO0002-003 06/01/2008

DU PAGE COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 34.75	15.27
GROUP 2.....	\$ 34.75	15.27
GROUP 3.....	\$ 34.825	15.27
GROUP 4.....	\$ 34.85	15.27
GROUP 5.....	\$ 34.90	15.27
GROUP 6.....	\$ 34.95	15.27
GROUP 7.....	\$ 34.975	13.87
GROUP 8.....	\$ 35.025	15.27
GROUP 9.....	\$ 35.10	15.27
GROUP 10.....	\$ 35.20	15.27
GROUP 11.....	\$ 35.025	15.27
GROUP 12.....	\$ 35.75	15.27

LABORER CLASSIFICATIONS

GROUP 1: Building laborers, Plasterer tenders, Pumps for Dewatering & other Unclassified Laborers

GROUP 2: Fireproofing and fire shop laborers

GROUP 3: Cement gun laborers and hose

GROUP 4: Chimney over 40 feet; Scaffold laborers; Weldman-wreckers Burners

GROUP 5: Cement gun nozzle (gunite) laborers; Windlass and capstan person

GROUP 6: Stone derrickmen and handlers

GROUP 7: Jackhammermen, Power driven concrete saws and other power equipment

GROUP 8: Firebrick & boiler laborers

GROUP 9: Chimney on fire brick; Caisson Diggers; Well Point system men

GROUP 10: Boiler setter plastic laborers

GROUP 11: Jackhammermen on fire brick work only

GROUP 12: Dosimeter (any device) monitoring nuclear

exposure); Asbestos abatement laborers; Toxic and Hazardous waste removal laborers

LABO0075-001 06/01/2008

GRUNDY AND WILL COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 34.75	15.27
GROUP 2.....	\$ 34.85	15.27
GROUP 3.....	\$ 34.95	15.27
GROUP 4.....	\$ 35.00	15.27
GROUP 5.....	\$ 35.25	15.27
GROUP 6.....	\$ 35.60	15.27
GROUP 7.....	\$ 35.75	15.27

LABORER CLASSIFICATIONS

GROUP 1 - Mortar mixers, handling asphalt shingles; Scaffolds; Sewer and trench work (ground level down to 8 feet); Catch basin and manhole diggers, mesh handling on road work; Cement and mineral filler handler; Concrete puddlers; Batch dumpers (cement & asphalt); Vibrator operators; Sand and stone wheelers to mixer Handlers); Concrete wheelers; Airtamping hammermen; Concrete & paving breakers; Rock drillers/Jackhammermen; Chipping hammermen 1-Bag mixer; Asphalt laborer; Chain and power saws; Pit men; Fencing laborers; Mason tenders (mortar and brick wheeler); Kettlemen & tarmen, tank cleaners; Scaffold and staging laborers; Pot Firemen (tarmen); Heaters tender for any purpose; Water pumps (portable water pumps shall be tended by laborers if the employer determines tending is required); Rip rap; Handling of slab steel road forms in any manner, except road form setting, setting center strips, Contraction and expansion joints (road work); Unloading and handling of lumber, brick, transite materials, cast iron water pipe, reinforced concrete rods, sewer and drain tile, railroad tiles and all other creosoted materials; paving blocks and concrete forms; Handling of insulation of any type; all work involving the unloading of materials, fixtures, or furnishing, whether crated or uncrated; all mortar and composition mixers of sewer work; track laborers; Chimney and silo laborers working at a height of 1 to 48 feet; All laborers working on swinging suspended, or any type or make of scaffolding 1 to 48 feet; All laborers working inside a sphere or any type or make of tank; Working inside a sphere or any type or make of tank from bottom to a height of 48 feet; Form strippers (any type); Mechanical or motorized buggies, for concrete or masons employers; Use of skid steer loads or any other machinery which replaces the wheelbarrow or buggy; Handling multiple concrete duct or any other type of pipe used in public utility work unless otherwise specified herein; Snapping of wall ties and removal of rods; drilling of anchor bolt holes; Concrete or asphalt clipper type saws and self-propelled saws; Shoulder and grade laborers; All hydraulic electric and air or any other type of tools; Grouting and caulking; Cleaning lumber, Nail pulling, Deck hand; Dredgehand; Shore laborer; Bankmen on Floating Plant; Tool and material checkers; Signalmen and Flagmen on all construction work; Cleaning of debris; Removal of trees; Concrete curing, temporary concrete protection regardless

of manner or materials used; Laborers on Apsco; Janitorial; Wrecking and demolition laborers

GROUP 2 - Sewer and drain pipe layers and multiple concrete duct or any other type of pipe used, on public utility work (ground level to 8 feet); Pumpcrete pipe handlers

GROUP 3 - Asphalt rakers; Hod carriers; Plasterer laborers; Gunnite laborers, Slab for setters on roads, highways, streets, airport runaways, and radii (any type of form) stringline men for all aforementioned work; Wagon and tower drillers on land and floating plant used on dredging; Asphalt gunners and plug men (undercoating on road work); Mortar pump laborers; Plaster pump laborers

GROUP 4 - Tunnel miners, and all laborers inside tunnel; Air blow pipemen; Torchmen (burners); Mortaring men on sewer and drain pipe (the applying of mortar and composition mixes); All bottom men on sewer work-all sewer and drain pipelayers-multiple concrete duct or any other type of pipe used on public utility work-8 feet or more below ground level, and all other sewer and trench laborers 8 feet or more below ground level regardless of excavation area; All labor work inside cofferdam; Use of a 10 foot or more drill steel for hand held drills; Caisson laborers ground level down 15 feet; All air tools 8 feet or more below ground level; All laborers working on swinging-suspended or any type or make of scaffolds, 48 feet to 100 feet; All chimney and silo laborers working at a height of 48 to 100 feet; All tamping hammers over 150 lbs.; All laborers working inside of a sphere or any type or make of tank at a height of 48 feet to 100 feet; all hydraulic, electric and air tools or any other type 8 feet or more below ground level; Vibrators-any type-8 feet or more below ground level

GROUP 5 - Gunnite nozzle men; Caisson laborers and all tamping hammers from 150 lbs and over; from 15 feet below ground level down to 50 feet; and all laborers working inside of a sphere or any type of tank for every additional 50 feet or part thereof above 100 feet in height

GROUP 6 - All underground cavern laborers; Caisson laborers 50 feet or more below ground level; Laborers working under radio active conditions (suiting up); Blasting men (Powdermen)

GROUP 7 - Dosimeter (any device) used for monitoring nuclear exposure; Asbestos abatement worker; Toxic and hazardous waste removal laborer; and chimney and silo laborers for every additional 50 feet or any part thereof above 100 feet high

LABO0149-001 06/01/2008

KANE, KENDALL, AND McHENRY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 34.75	15.52
GROUP 2.....	\$ 34.85	15.52
GROUP 3.....	\$ 34.90	15.52
GROUP 4.....	\$ 34.75	15.52
GROUP 5.....	\$ 35.00	15.52
GROUP 6.....	\$ 35.25	15.52

GROUP 7.....	\$ 35.60	15.52
GROUP 8.....	\$ 35.75	15.52

LABORER CLASSIFICATIONS

GROUP 1 Common Laborer

GROUP 2 Power Vibrator

GROUP 3 Torchman (demolition only), Mortarmen

GROUP 4 Power Tamper

GROUP 5 Jackhammer & Airspade; Chainsaw, Swinging Stage and
Boatswain Chair; Cement Gun Nozzleman; Hod Carrier;
Plasterer Tender, and Tunnel Man

GROUP 6 Tile Layers; Bottom Men

GROUP 7 Caisson Laborers; Dynamiters

GROUP 8 Asbestos abatement laborers, Toxic and hazardous
waste removal laborers, Dosimeter (any device) monitoring
nuclear exposure

LABO0152-001 06/01/2008

LAKE COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 34.75	15.52
GROUP 2.....	\$ 34.825	15.52
GROUP 3.....	\$ 34.85	15.52
GROUP 4.....	\$ 34.90	15.52
GROUP 5.....	\$ 34.95	15.52
GROUP 6.....	\$ 34.975	15.52
GROUP 7.....	\$ 35.025	15.52
GROUP 8.....	\$ 35.10	15.52
GROUP 9.....	\$ 34.90	15.52
GROUP 10.....	\$ 35.20	15.52
GROUP 11.....	\$ 35.75	15.52

LABORER CLASSIFICATIONS

GROUP 1: Building laborers; Plasterer tenders, General
laborers (wrecking and demolition); Fireproofing and fire
shop laborers

GROUP 2: Cement gun laborers and hose

GROUP 3: Chimney over 40 feet; Scaffold laborers; Wall men
or wreckers

GROUP 4: Cement Gun nozzle (gunite) laborers

GROUP 5: Stone derrickmen and handlers

GROUP 6: Jackhammermen (tampers & vibrators); Power driven
concrete saws

GROUP 7: Firebrick & boiler laborer setters

GROUP 8: Chimney laborers (on fire brick); Caisson Diggers;
Well Point system men

GROUP 9: Windlass and capstan persons

GROUP 10: Boiler setter plastic laborers

GROUP 11: Dosimeter (any device) monitoring nuclear
exposure; Asbestos abatement laborers; Toxic and hazardous
waste removal laborers

PAIN0014-002 06/01/2010

GRUNDY, LAKE, and WILL COUNTIES

	Rates	Fringes
PAINTER		
Brush, Decorator, and Paperhanger.....	\$ 38.00	21.62

PAIN0027-003 06/01/2009

	Rates	Fringes
GLAZIER.....	\$ 37.00	22.88

PAIN0030-001 05/01/2010

DUPAGE, KANE, KENDALL, AND MCHENRY COUNTIES

	Rates	Fringes
PAINTER		
Brush, Drywall Taper/Finisher, Sandblaster, and Spray.....	\$ 39.68	17.30

PLAS0005-003 07/01/2010

GRUNDY and WILL COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 39.25	21.84

PLAS0005-006 07/01/2001

DU PAGE COUNTY

	Rates	Fringes
PLASTERER.....	\$ 28.65	8.44

PLAS0011-008 08/01/2010

DE KALB, KANE, KENDALL, AND MCHENRY COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 41.55	20.36

PLAS0011-012 08/01/2010

GRUNDY AND WILL COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 41.00	21.03

PLAS0011-014 08/01/2010		

LAKE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 40.30	21.63
PLASTERER.....	\$ 38.69	23.43

* PLAS0803-002 08/01/2010		

DUPAGE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.00	24.03

PLUM0093-001 06/01/2010		

LAKE and McHENRY COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 43.70	22.55

PLUM0130-002 06/01/2008		

DUPAGE COUNTY (Argonne National Laboratories and Fermi National Laboratory)

	Rates	Fringes
PLUMBER.....	\$ 43.00	16.20

PLUM0422-004 06/01/2010		

GRUNDY and WILL COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 43.15	24.06

PLUM0501-001 06/01/2010		

DUPAGE (excluding Argonne National Laboratory and Fermi National Laboratory), KANE, and KENDALL (except the Mich-Wis Pumping Station in Milbrook, Silicas and Plant and Village of Newark, excludes Yorkville) COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 39.50	24.60

PLUM0597-001 06/01/2010		

DUPAGE (Argonne National Laboratories, and Fermi National Laboratory), LAKE, and McHENRY COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 43.15	24.08

ROOF0011-004 06/01/2010

DUPAGE, KANE, KENDALL, LAKE, MCHENRY, and WILL COUNTIES

	Rates	Fringes
ROOFER, Including Built Up, Composition and Single Ply Roofs.....	\$ 37.65	14.80

ROOF0011-009 06/01/2010

	Rates	Fringes
ROOFER.....	\$ 29.56	14.75

SFIL0669-002 04/01/2010

DuPAGE, KANE, KENDALL, LAKE, MCHENRY, and WILL COUNTIES

	Rates	Fringes
SPRINKLER FITTER.....	\$ 35.64	16.60

SHEE0073-003 06/01/2010

LAKE COUNTY

	Rates	Fringes
Sheet metal worker.....	\$ 40.56	26.89

SHEE0073-004 06/01/2010

LAKE COUNTY

	Rates	Fringes
Sheet Metal Worker ALUMINUM GUTTER WORK.....	\$ 27.63	26.89

SHEE0265-001 06/01/2010

DU PAGE, GRUNDY, KANE, KENDALL, MCHENRY, and WILL COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 41.66	23.22

* TEAM0179-001 09/01/2009

GRUNDY, KENDALL, and WILL COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axle Trucks.....	\$ 35.65	6.67+a
4 Axle Trucks.....	\$ 35.80	6.67+a
5 Axle Trucks.....	\$ 36.00	6.67+a
6 Axle Trucks.....	\$ 36.20	6.67+a

All Lowboy Trucks.....\$ 37.20 6.67+a

FOOTNOTE: a. \$189.00 per week.

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

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

* TEAM0301-001 06/01/2008

LAKE AND MCHENRY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 32.20	.15+a
4 AXLES.....	\$ 32.35	.15+a
5 AXLES.....	\$ 32.50	.15+a
6 AXLES.....	\$ 32.75	.15+a

FOOTNOTE: a. \$448.00 per week

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

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

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

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

* TEAM0673-003 06/01/2008

DU PAGE and KANE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 32.55	.15+a
4 AXLES.....	\$ 32.70	.15+a

5 AXLES.....	\$ 32.90	.15+a
6 AXLES.....	\$ 33.10	.15+a

FOOTNOTE: a. \$434.00 per week.

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

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

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

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISION