



Sen. Cristina Castro

**Filed: 3/29/2022**

10200HB4600sam001

LRB102 23985 SPS 38246 a

1 AMENDMENT TO HOUSE BILL 4600

2 AMENDMENT NO. \_\_\_\_\_. Amend House Bill 4600 by replacing  
3 everything after the enacting clause with the following:

4 "Section 5. If and only if House Bill 5412 of the 102nd  
5 General Assembly becomes law, then the Illinois Wage Payment  
6 and Collection Act is amended by changing Section 13.5 as  
7 follows:

8 (820 ILCS 115/13.5)

9 Sec. 13.5. Primary contractor responsibility for wage  
10 claims in construction industry.

11 (a) For all contracts entered into on or after July 1,  
12 2022, a primary contractor making or taking a contract in the  
13 State for the erection, construction, alteration, or repair of  
14 a building, structure, or other private work in the State  
15 where the aggregate costs of the project exceed \$20,000 7  
16 shall assume, and is liable for, any debt owed to a claimant

1 under this Section ~~or to a third party on a wage claimant's~~  
2 ~~behalf incurred pursuant to this Act~~ by a subcontractor at any  
3 tier acting under, by, or for the primary contractor for the  
4 wage claimant's performance of labor included in the subject  
5 of the contract between the primary contractor and the owner.  
6 This Section does not apply to work performed by a contractor  
7 of the federal government, the State, a special district, a  
8 city, a county, or any political subdivision of the State.

9 (b) As used in this Section:

10 "Construction" means building, altering, repairing,  
11 improving, or demolishing any structure or building or making  
12 improvements of any kind to real property.

13 "Primary contractor" means a contractor that has a direct  
14 contractual relationship with a property owner. "Primary  
15 contractor" may have the same meaning as a "general  
16 contractor", "prime contractor", or "construction manager". A  
17 property owner who acts as a primary contractor related to the  
18 erection, construction, alteration, or repair of his or her  
19 primary residence shall be exempt from liability under this  
20 Section.

21 "Private work" means any erection, construction,  
22 alteration, or repair of a building, structure, or other work.

23 "Subcontractor" means a contractor that has a contractual  
24 relationship with the primary contractor or with another  
25 subcontractor at any tier, who furnishes any goods or services  
26 in connection with the contract between the primary contractor

1 and the property owner, but does not include contractors who  
2 solely provide goods and transport of such goods related to  
3 the contract.

4 (c) The primary contractor's liability under this Section  
5 shall extend only to any unpaid wages or fringe or other  
6 benefit payments or contributions, including interest owed,  
7 penalties assessed by the Department, and reasonable  
8 attorney's fees, but shall not extend to liquidated damages.

9 (d) A primary contractor or any other person shall not  
10 evade or commit any act that negates the requirements of this  
11 Section. Except as otherwise provided in a contract between  
12 the primary contractor and the subcontractor, the  
13 subcontractor shall indemnify the primary contractor for any  
14 wages, fringe or other benefit payments or contributions,  
15 damages, interest, penalties, or attorney's fees owed as a  
16 result of the subcontractor's failure to pay wages or fringe  
17 or other benefit payments or contributions as provided in this  
18 Section, unless the subcontractor's failure to pay was due to  
19 the primary contractor's failure to pay moneys due to the  
20 subcontractor in accordance with the terms of their  
21 contractual relationship.

22 (e) Nothing in this Section shall supersede or modify the  
23 obligations and liability that any primary contractor,  
24 subcontractor, or property owner may bear as an employer under  
25 this Act or any other applicable law. The obligations and  
26 remedies provided in this Section shall be in addition to any

1 obligations and remedies otherwise provided by law. Nothing in  
2 this Section shall be construed to impose liability on a  
3 primary contractor for anything other than unpaid wages,  
4 fringe or other benefit payments or contributions, penalties  
5 assessed by the Department, interest owed, and reasonable  
6 attorney's fees.

7 (f) Claims brought pursuant to this Section shall be done  
8 so in accordance with Section 11 and 11.5 of this Act. Nothing  
9 in this Section shall be construed to provide a third party  
10 with the right to file a complaint with the Department  
11 alleging violation of this Section.

12 (g) The following shall be exempt from liability under  
13 this Section:

14 (1) primary contractors who are parties to a  
15 collective bargaining agreement on the project where the  
16 work is being performed; and

17 (2) primary contractors making or taking a contract in  
18 the State for the alteration or repair of an existing  
19 single-family dwelling or to a single residential unit in  
20 an existing multi-unit structure. Primary contractors who  
21 are parties to a collective bargaining agreement on the  
22 project where the work is being performed shall be exempt  
23 from this Section.

24 (h) Prior to the commencement of any civil action, a  
25 claimant or a representative of a claimant shall provide  
26 written notice to the employer and to the primary contractor

1 detailing the nature and basis for the claim. Failure of the  
2 employer or the primary contractor to resolve the claim within  
3 10 days after receipt of this notice, or during any agreed upon  
4 period extending this deadline, may result in the filing of a  
5 civil action to enforce the provisions of this Act.

6 (Source: 10200HB5412eng.)

7 Section 99. Effective date. This Act takes effect upon  
8 becoming law or on the date House Bill 5412 of the 102nd  
9 General Assembly takes effect, whichever is later."