



Sen. Cristina Castro

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10200HB3293sam001

LRB102 14216 KTG 30203 a

1 AMENDMENT TO HOUSE BILL 3293

2 AMENDMENT NO. \_\_\_\_\_. Amend House Bill 3293 by replacing  
3 everything after the enacting clause with the following:

4 "Section 5. The Illinois Wage Payment and Collection Act  
5 is amended by adding Section 13.5 as follows:

6 (820 ILCS 115/13.5 new)

7 Sec. 13.5. Primary contractor responsibility for wage  
8 claims in construction industry.

9 (a) For all contracts entered into on or after July 1,  
10 2022, a primary contractor making or taking a contract in the  
11 State for the erection, construction, alteration, or repair of  
12 a building, structure, or other private work in the State,  
13 shall assume, and is liable for, any debt owed to a wage  
14 claimant incurred pursuant to this Act by a subcontractor at  
15 any tier acting under, by, or for the primary contractor for  
16 the wage claimant's performance of labor included in the

1 subject of the contract between the primary contractor and the  
2 owner. This Section does not apply to work performed by a  
3 contractor of the State, a special district, a city, a county,  
4 or any political subdivision of the State.

5 (b) As used in this Section:

6 "Primary contractor" means a contractor that has a direct  
7 contractual relationship with a property owner. "Primary  
8 contractor" may have the same meaning as a "general  
9 contractor" or "prime contractor". However, a property owner  
10 who acts as a primary contractor related to the erection,  
11 construction, alteration, or repair of his or her primary  
12 residence where the aggregate costs of the project amounts to  
13 less than \$100,000 shall be exempt from liability under this  
14 Section.

15 "Private work" means any erection, construction,  
16 alteration, or repair of a building, structure, or other work  
17 that is funded or financed wholly without public funds.

18 "Subcontractor" means a contractor that has a contractual  
19 relationship with the primary contractor or with another  
20 subcontractor at any tier, who furnishes any goods or services  
21 in connection with the contract between the primary contractor  
22 and the property owner, but does not include contractors who  
23 solely provide goods and transport of such goods related to  
24 the contract.

25 (c) The primary contractor's liability under this Section  
26 shall extend only to any unpaid wages, including interest owed

1 and reasonable attorney's fees, but shall not extend to wage  
2 supplements, penalties, or liquidated damages.

3 (d) A primary contractor or any other person shall not  
4 evade or commit any act that negates the requirements of this  
5 Section. Except as otherwise provided in a contract between  
6 the primary contractor and the subcontractor, the  
7 subcontractor shall indemnify the primary contractor for any  
8 wages, damages, interest, penalties, or attorney's fees owed  
9 as a result of the subcontractor's failure to pay wages to the  
10 subcontractor's employees as provided in this Section, unless  
11 the subcontractor's failure to pay the wages was due to the  
12 primary contractor's failure to pay moneys due to the  
13 subcontractor in accordance with the terms of their  
14 contractual relationship.

15 (e) The obligations and remedies provided in this Section  
16 shall be in addition to any obligations and remedies otherwise  
17 provided by law, except that nothing in this Section shall be  
18 construed to impose liability on a primary contractor for  
19 anything other than unpaid wages, interest owed, and  
20 reasonable attorney's fees.

21 (f) Claims brought pursuant to this Section shall be done  
22 so in accordance with Section 11 of this Act."