

1 AN ACT concerning employment.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 5. The Illinois Wage Payment and Collection Act is
5 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 claimant
14 under this Section or to a third party on a wage claimant's
15 behalf incurred pursuant to this Act by a subcontractor at any
16 tier acting under, by, or for the primary contractor for the
17 wage claimant's performance of labor included in the subject
18 of the contract between the primary contractor and the owner.
19 This Section does not apply to work performed by a contractor
20 of the federal government, the State, a special district, a
21 city, a county, or any political subdivision of the State.

22 (b) As used in this Section:

23 "Construction" means building, altering, repairing,

1 improving, or demolishing any structure or building or making
2 improvements of any kind to real property.

3 "Primary contractor" means a contractor that has a direct
4 contractual relationship with a property owner. "Primary
5 contractor" may have the same meaning as a "general
6 contractor", "prime contractor", or "construction manager". A
7 property owner who acts as a primary contractor related to the
8 erection, construction, alteration, or repair of his or her
9 primary residence shall be exempt from liability under this
10 Section.

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

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

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

25 (d) A primary contractor or any other person shall not
26 evade or commit any act that negates the requirements of this

1 Section. Except as otherwise provided in a contract between
2 the primary contractor and the subcontractor, the
3 subcontractor shall indemnify the primary contractor for any
4 wages, fringe or other benefit payments or contributions,
5 damages, interest, penalties, or attorney's fees owed as a
6 result of the subcontractor's failure to pay wages or fringe
7 or other benefit payments or contributions as provided in this
8 Section, unless the subcontractor's failure to pay was due to
9 the primary contractor's failure to pay moneys due to the
10 subcontractor in accordance with the terms of their
11 contractual relationship.

12 (e) Nothing in this Section shall supersede or modify the
13 obligations and liability that any primary contractor,
14 subcontractor, or property owner may bear as an employer under
15 this Act or any other applicable law. The obligations and
16 remedies provided in this Section shall be in addition to any
17 obligations and remedies otherwise provided by law. Nothing in
18 this Section shall be construed to impose liability on a
19 primary contractor for anything other than unpaid wages,
20 fringe or other benefit payments or contributions, penalties
21 assessed by the Department, interest owed, and reasonable
22 attorney's fees.

23 (f) Claims brought pursuant to this Section shall be done
24 so in accordance with Section 11 and 11.5 of this Act. Nothing
25 in this Section shall be construed to provide a third party
26 with the right to file a complaint with the Department

1 alleging violation of this Section.

2 (g) Primary contractors who are parties to a collective
3 bargaining agreement on the project where the work is being
4 performed shall be exempt from this Section.

5 (h) Prior to the commencement of any civil action, a
6 claimant or a representative of a claimant shall provide
7 written notice to the employer and to the primary contractor
8 detailing the nature and basis for the claim. Failure of the
9 employer or the primary contractor to resolve the claim within
10 10 days after receipt of this notice, or during any agreed upon
11 period extending this deadline, may result in the filing of a
12 civil action to enforce the provisions of this Act.

13 Section 99. Effective date. This Act takes effect upon
14 becoming law.