

## **If you plan to submit a bid directly to the Department of Transportation**

### **PREQUALIFICATION**

Any contractor who desires to become pre-qualified to bid on work advertised by IDOT must submit the properly completed pre-qualification forms to the Bureau of Construction no later than 4:30 p.m. prevailing time twenty-one days prior to the letting of interest. This pre-qualification requirement applies to first time contractors, contractors renewing expired ratings, contractors maintaining continuous pre-qualification or contractors requesting revised ratings. To be eligible to bid, existing pre-qualification ratings must be effective through the date of letting.

### **REQUESTS FOR AUTHORIZATION TO BID**

Contractors wanting to bid on items included in a particular letting must submit the properly completed "Request for Authorization to Bid/or Not For Bid Status" (BDE 124INT) and the ORIGINAL "Affidavit of Availability" (BC 57) to the proper office no later than 4:30 p.m. prevailing time, three (3) days prior to the letting date.

### **WHO CAN BID ?**

Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT's Central Bureau of Construction.

**WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?:** When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid Status" (BDE 124INT) he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued an **Authorization to Bid or Not for Bid Report**, approved by the Central Bureau of Construction that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Authorization to Bid or Not for Bid Report** will indicate the reason for denial.

**ABOUT AUTHORIZATION TO BID:** Firms that have not received an authorization form within a reasonable time of complete and correct original document submittal should contact the department as to status. This is critical in the week before the letting. These documents must be received three days before the letting date. Firms unsure as to authorization status should call the Prequalification Section of the Bureau of Construction at the number listed at the end of these instructions.

**ADDENDA AND REVISIONS:** It is the contractor's responsibility to determine which, if any, addenda or revisions pertain to any project they may be bidding. Failure to incorporate all relevant addenda or revisions may cause the bid to be declared unacceptable.

Each addendum will be placed with the contract number. Addenda and revisions will also be placed on the Addendum/Revision Checklist and each subscription service subscriber will be notified by e-mail of each addendum and revision issued.

The Internet is the Department's primary way of doing business. The subscription server e-mails are an added courtesy the Department provides. It is suggested that bidders check IDOT's website at <http://www.dot.il.gov/desenv/delett.html> before submitting final bid information.

### ***IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.***

Addenda Questions may be directed to the Contracts Office at (217)782-7806 or [D&Econtracts@dot.il.gov](mailto:D&Econtracts@dot.il.gov)

Technical Questions about downloading these files may be directed to Tim Garman (217)524-1642 or [Timothy.Garman@illinois.gov](mailto:Timothy.Garman@illinois.gov).

**WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?:** Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
2. Other special documentation and/or information that may be required by the contract special provisions

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel.

**ABOUT SUBMITTING BIDS:** It is recommended that bidders deliver bids in person to insure they arrive at the proper location prior to the time specified for the receipt of bids. Any bid received at the place of letting after the time specified will not be accepted.

**WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?**

<b>Questions Regarding</b>	<b>Call</b>
Prequalification and/or Authorization to Bid	217/782-3413
Preparation and submittal of bids	217/782-7806
Mailing of plans and proposals	217/782-7806

**ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS**

Planholders should verify that they have received and incorporated any addendum and/or revision prior to submitting their bid. Failure by the bidder to include an addendum or revision could result in a bid being rejected as irregular.

## **MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS**

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision

### **NOTICE**

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <http://www.dot.il.gov/desenv/delett.html>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at <http://www.dot.il.gov/desenv/subsc.html>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.

RETURN WITH BID

# 2LR

Letting  
June 17, 2011

Proposal submitted by
Name
Address
City

## NOTICE TO PROSPECTIVE BIDDERS

This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction.

(SEE INSTRUCTIONS ON THE INSIDE FRONT COVER)

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL  
(See instructions inside front cover)

# Notice to Bidders Specifications, Proposal, Contract and Contract Bond



Illinois Department  
of Transportation  
Springfield, Illinois 62764

*State of Illinois  
Department of Natural Resources  
Office of Mines and Minerals  
Division of Abandoned Mined Lands*

Project Name: Delta Coal Mining Co. East  
County: Williamson  
Project Number: AML-GWmE-1001

PLEASE MARK THE APPROPRIATE BOX BELOW:

- A Bid Bond is included.
- A Cashier's Check or a Certified Check is included.

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## INSTRUCTIONS

**ABOUT IDOT PROPOSALS:** All proposals issued by IDOT are potential bidding proposals. Each proposal contains all Certifications and Affidavits, a Proposal Signature Sheet and a Proposal Bid Bond required for Prime Contractors to submit a bid after written **Authorization to Bid** has been issued by IDOT's Central Bureau of Construction. In addition, this proposal contains new statutory requirements applicable to the use of subcontractors and, in particular, includes the State Required Ethical Standards Governing Subcontractors to be signed and incorporated into all subcontracts.

**WHO CAN BID?:** Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT's Central Bureau of Construction. To request authorization, a potential bidder must complete and submit Part B of the Request for Authorization to Bid/or Not For Bid Status form (BDE 124 INT) and submit an original Affidavit of Availability (BC 57).

**WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?:** When a prospective prime bidder submits a "**Authorization to Bid or Not for Bid**" form, he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued a **Authorization to Bid or Not for Bid Report**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Authorization to Bid or Not for Bid Report** will indicate the reason for denial. If a contractor has requested to bid but has not received a **Authorization to Bid or Not for Bid Report**, they should contact the Central Bureau of Construction in advance of the letting date.

**WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?:** Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
2. Other special documentation and/or information that may be required by the contract special provisions

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel.

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### WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding	Call
Prequalification and/or Authorization to Bid	217/782-3413
Preparation and submittal of bids	217/782-7806



# Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271  
<http://dnr.state.il.us>

Pat Quinn, Governor  
Marc Miller, Director

## RETURN WITH BID PROPOSAL

TO THE DEPARTMENT OF NATURAL RESOURCES

1. Proposal of \_\_\_\_\_

Taxpayer Identification Number (Mandatory) \_\_\_\_\_

for the improvements identified and advertised for bids in the Invitation for Bids as:

2LR  
Delta Coal Mining Company East Reclamation Project  
AML-GWmE-1001  
Williamson County

Reclamation of the Delta Coal Mining Company East abandoned mine sites by the Department of Natural Resources using federal Abandoned Mined Lands Funds.

2. The undersigned bidder will furnish all labor, material and equipment to complete the above described project in a good and workmanlike manner as provided in the contract documents provided by the Department of Transportation. This proposal will become part of the contract and the terms and conditions contained in the contract documents shall govern performance and payments.



**RETURN WITH BID**

6. **COMBINATION BIDS.** The undersigned further agrees that if awarded the contract for the sections contained in the following combination, he/she will perform the work in accordance with the requirements of each individual proposal comprising the combination bid specified in the schedule below, and that the combination bid shall be prorated against each section in proportion to the bid submitted for the same. If an error is found to exist in the gross sum bid for one or more of the individual sections included in a combination, the combination bid shall be corrected as provided in the specifications.

**When a combination bid is submitted, the schedule below must be completed in each proposal comprising the combination.**

**If alternate bids are submitted for one or more of the sections comprising the combination, a combination bid must be submitted for each alternate.**

**Schedule of Combination Bids**

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

7. **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.

8. **AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement Code (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to do business in the State of Illinois prior to submitting the bid.

9. **The services of a subcontractor will or may be used.**

Check box Yes   
 Check box No

For known subcontractors with subcontracts with an annual value of more than \$25,000, the contract shall include their name, address, and the dollar allocation for each subcontractor.

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# RETURN WITH BID

## SCHEDULE OF PRICES Contract Bid Items

Project Name: **Delta Coal Mining Co. East  
Reclamation Project**  
County: **Williamson**  
Project Number: **AML-GWmE-1001 / 2LR**

#	BID ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Special Clearing	L.S.	1		
2	Earth Excavation	C.Y.	73,288		
3	Cement Grout	C.Y.	5.0		
4	Polyethylene	S.Y.	47		
5	Coarse Aggregate Fill, CA-5	TON	2.6		
6	Riprap Fill, C-3	TON	7.2		
7	Seeding	ACRE	18.9		
8	Nitrogen Fertilizer Nutrient	POUND	3,780		
9	Phosphorus Fertilizer Nutrient	POUND	2,835		
10	Potassium Fertilizer Nutrient	POUND	6,615		
11	Agricultural Ground Limestone	TON	69.0		
12	Mulch, Method 2, Procedure 1	ACRE	18.9		
13	Seedlings	UNIT	0.75		
14	Incorporation - Limestone	TON	102.0		
15	Mowing	ACRE	18.9		
16	Riprap Ditch Check	EACH	4		
17	Perimeter Erosion Barrier	FOOT	610		
18	Outlet Filter, CA-11	EACH	1		
19	Stone Riprap, A-3	S.Y.	608		
20	Stone Riprap, A-4	S.Y.	4,587		
21	Stone Riprap, A-5	S.Y.	189		
22	Filter Fabric	S.Y.	4,440		
23	Special Excelsior Blanket	S.Y.	4,040		

## RETURN WITH BID

### SCHEDULE OF PRICES Contract Bid Items

Project Name: **Delta Coal Mining Co. East Reclamation Project**  
 County: **Williamson**  
 Project Number: **AML-GWmE-1001 / 2LR**

#	BID ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
24	Aggregate Surface Course, CA-6, Type B	TON	124.0		
25	Bituminous Materials (Prime Coat)	GALLON	1,056		
26	Bituminous Materials (Cover and Seal Coats)	GALLON	2,111		
27	Cover Coat Aggregate	TON	26.4		
28	Seal Coat Aggregate	TON	26.4		
29	Pipe Culverts, Aluminized Steel Corrugated Pipe, 42" Diameter, Type 6	FOOT	292		
30	Pipe Culverts, Corrugated Polyethylene, 30" Dia. Type 3	FOOT	110		
31	Pipe Culverts, Corrugated Polyethylene, 18" Dia. Type 2	FOOT	60		
32	Pipe Tee, Corrugated Polyethylene, 36" x 30" Diameter	EACH	1		
33	Steel End Section, 42" Diameter	EACH	1		
34	Dewatering Impoundments	L.S.	1		
35	Cofferdams	L.S.	1		
36	Mobilization (max. 6% of bid)	L.S.	1		
37	Traffic Control and Protection Standard 701306-03	L.S.	1		
				<b>TOTAL</b>	

Bidder's (Firm) Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

(Title)

Telephone No. \_\_\_\_\_

Signed this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.

## RETURN WITH BID

### **STATE REQUIRED ETHICAL STANDARDS GOVERNING CONTRACT PROCUREMENT: ASSURANCES, CERTIFICATIONS AND DISCLOSURES**

#### **I. GENERAL**

**A.** Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.

**B.** In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. Except as otherwise required in subsection III, paragraphs J-M, by execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances have been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.

**C.** In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for the chief procurement officer to void the contract, or subcontract, and may result in the suspension or debarment of the bidder or subcontractor.

#### **II. ASSURANCES**

The assurances hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

##### **A. Conflicts of Interest**

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway authority.

(b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

The current salary of the Governor is \$177,412.00. Sixty percent of the salary is \$106,447.20.

## RETURN WITH BID

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-13, or that an effective exemption has been issued by the Board of Ethics to any individual subject to the Section 50-13 prohibitions pursuant to the provisions of Section 50-20 of the Code and Executive Order Number 3 (1998). Information concerning the exemption process is available from the Department upon request.

### **B. Negotiations**

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

(a) It is unlawful for any person employed in or on a continual contractual relationship with any of the offices or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-15, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

### **C. Inducements**

1. The Illinois Procurement Code provides:

Section 50-25. Inducement. Any person who offers or pays any money or other valuable thing to any person to induce him or her not to bid for a State contract or as recompense for not having bid on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding for a State contract or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-25, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

### **D. Revolving Door Prohibition**

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, State purchasing officers, procurement compliance monitors, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of 2 years after terminating an affected position from engaging in any procurement activity relating to the State agency most recently employing them in an affected position for a period of at least 6 months. The prohibition includes, but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to persons who terminate an affected position on or after January 15, 1999.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-30, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

### **E. Reporting Anticompetitive Practices**

1. The Illinois Procurement Code provides:

Section 50-40. Reporting anticompetitive practices. When, for any reason, any vendor, bidder, contractor, chief procurement officer, State purchasing officer, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the chief procurement officer.

2. The bidder assures the Department that it has not failed to report any relevant facts concerning the practices addressed in Section 50-40 which may involve the contract for which the bid is submitted.

### **F. Confidentiality**

1. The Illinois Procurement Code provides:

Section 50-45. Confidentiality. Any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement, bidding, or contract process shall be subject to immediate dismissal, regardless of the Personnel code, any contract, or any collective bargaining agreement, and may in addition be subject to criminal prosecution.

2. The bidder assures the Department that it has no knowledge of any fact relevant to the practices addressed in Section 50-45 which may involve the contract for which the bid is submitted.

## RETURN WITH BID

### **G. Insider Information**

1. The Illinois Procurement Act provides:

Section 50-50. Insider information. It is unlawful for any current or former elected or appointed State official or State employee to knowingly use confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person.

2. The bidder assures the Department that it has no knowledge of any facts relevant to the practices addressed in Section 50-50 which may involve the contract for which the bid is submitted.

### **III. CERTIFICATIONS**

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. Section 50-2 of the Illinois Procurement Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year subcontract shall certify, by July 1 of each fiscal year covered by the contract after the initial fiscal year, to the responsible chief procurement officer whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subcontractor that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

#### **A. Bribery**

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

(a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:

(1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or

(2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

(b) Businesses. No business shall be barred from contracting with any unit of State or local government, or subcontracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

(1) the business has been finally adjudicated not guilty; or

(2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

(c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

(d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50.5.

#### **B. Felons**

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, or enter into a subcontract, from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

3. Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any of the certifications required by this Section are false.

## RETURN WITH BID

### **C. Debt Delinquency**

1. The Illinois Procurement Code provides:

Section 50-11 and 50-12. Debt Delinquency.

The contractor or bidder or subcontractor, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under the Procurement Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a subcontract, if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency, or entering into a subcontract, if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The bidder or contractor or subcontractor, respectively, further acknowledges that the chief procurement officer may declare the related contract void if this certification is false or if the bidder, contractor, or subcontractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

### **D. Prohibited Bidders, Contractors and Subcontractors**

1. The Illinois Procurement Code provides:

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subcontractors.

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

### **E. Section 42 of the Environmental Protection Act**

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Procurement Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder or contractor or subcontractor, respectively, acknowledges that the chief procurement officer may declare the contract void if this certification is false.

### **F. Educational Loan**

1. Section 3 of the Educational Loan Default Act provides:

§ 3. No State agency shall contract with an individual for goods or services if that individual is in default, as defined in Section 2 of this Act, on an educational loan. Any contract used by any State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.

2. The bidder, if an individual as opposed to a corporation, partnership or other form of business organization, certifies that the bidder is not in default on an educational loan as provided in Section 3 of the Act.

### **G. Bid-Rigging/Bid Rotating**

1. Section 33E-11 of the Criminal Code of 1961 provides:

§ 33E-11. (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.

- (b) A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

## RETURN WITH BID

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

2. The bidder certifies that it is not barred from contracting with the Department by reason of a violation of either Section 33E-3 or Section 33E-4.

### **H. International Anti-Boycott**

1. Section 5 of the International Anti-Boycott Certification Act provides:

§ 5. State contracts. Every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding the threshold for small purchases according to the purchasing laws of this State or \$10,000.00, whichever is less, shall contain certification, as a material condition of the contract, by which the contractor agrees that neither the contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

2. The bidder makes the certification set forth in Section 5 of the Act.

### **I. Drug Free Workplace**

1. The Illinois "Drug Free Workplace Act" applies to this contract and it is necessary to comply with the provisions of the "Act" if the contractor is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.

2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.

(c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

(d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.

(e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

## RETURN WITH BID

### J. Disclosure of Business Operations in Iran

Section 50-36 of the Illinois Procurement Code, 30ILCS 500/50-36 provides that each bid, offer, or proposal submitted for a State contract shall include a disclosure of whether or not the Company acting as the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

- (1) More than 10% of the Company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the Company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral-extraction products or services to the Government of Iran or a project or consortium created exclusively by that government; and the Company has failed to take substantial action.
- (2) The Company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12-month period, which directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

The terms "Business operations", "Company", "Mineral-extraction activities", "Oil-related activities", "Petroleum resources", and "Substantial action" are all defined in the Code.

Failure to make the disclosure required by the Code shall cause the bid, offer or proposal to be considered not responsive. The disclosure will be considered when evaluating the bid, offer, or proposal or awarding the contract. The name of each Company disclosed as doing business or having done business in Iran will be provided to the State Comptroller.

Check the appropriate statement:

/  / Company has no business operations in Iran to disclose.

/  / Company has business operations in Iran as disclosed the attached document.

### K. Apprenticeship and Training Certification (Does not apply to federal aid projects)

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Department, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project as reported on the Construction Employee Workforce Projection (Form BC-1256) and returned with the bid is accounted for and listed.**

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The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract.



**L. Political Contributions and Registration with the State Board of Elections**

Sections 20-160 and 50-37 of the Illinois Procurement Code regulate political contributions from business entities and any affiliated entities or affiliated persons bidding on or contracting with the state. Generally under Section 50-37, any business entity, and any affiliated entity or affiliated person of the business entity, whose current year contracts with all state agencies exceed an awarded value of \$50,000, are prohibited from making any contributions to any political committees established to promote the candidacy of the officeholder responsible for the awarding of the contracts or any other declared candidate for that office for the duration of the term of office of the incumbent officeholder or a period 2 years after the termination of the contract, whichever is longer. Any business entity and affiliated entities or affiliated persons whose state contracts in the current year do not exceed an awarded value of \$50,000, but whose aggregate pending bids and proposals on state contracts exceed \$50,000, either alone or in combination with contracts not exceeding \$50,000, are prohibited from making any political contributions to any political committee established to promote the candidacy of the officeholder responsible for awarding the pending contract during the period beginning on the date the invitation for bids or request for proposals is issued and ending on the day after the date of award or selection if the entity was not awarded or selected. Section 20-160 requires certification of registration of affected business entities in accordance with procedures found in Section 9-35 of The Election Code.

By submission of a bid, the contractor business entity acknowledges and agrees that it has read and understands Sections 20-160 and 50-37 of the Illinois Procurement Code, and that it makes the following certification:

**The undersigned business entity certifies that it has registered as a business with the State Board of Elections and acknowledges a continuing duty to update the registration in accordance with the above referenced statutes. A copy of the certificate of registration shall be submitted with the bid. The bidder is cautioned that the Department will not award a contract without submission of the certificate of registration.**

These requirements and compliance with the above referenced statutory sections are a material part of the contract, and any breach thereof shall be cause to void the contract under Section 50-60 of the Illinois Procurement Code. This provision does not apply to Federal-aid contracts.

**M. Lobbyist Disclosure**

Section 50-38 of the Illinois Procurement Code requires that any bidder or offeror on a State contract that hires a person required to register under the Lobbyist Registration Act to assist in obtaining a contract shall:

- (i) Disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract,
- (ii) Not bill or otherwise cause the State of Illinois to pay for any of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration, and
- (iii) Sign a verification certifying that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State.

This information, along with all supporting documents, shall be filed with the agency awarding the contract and with the Secretary of State. The chief procurement officer shall post this information, together with the contract award notice, in the online Procurement Bulletin.

Pursuant to Subsection (c) of this Section, no person or entity shall retain a person or entity to attempt to influence the outcome of a procurement decision made under the Procurement Code for compensation contingent in whole or in part upon the decision or procurement. Any person who violates this subsection is guilty of a business offense and shall be fined not more than \$10,000.

Bidder acknowledges that it is required to disclose the hiring of any person required to register pursuant to the Illinois Lobbyist Registration Act (25 ILCS 170) in connection with this contract.

Bidder has not hired any person required to register pursuant to the Illinois Lobbyist Registration Act in connection with this contract.

Or

Bidder has hired the following persons required to register pursuant to the Illinois Lobbyist Registration Act in connection with the contract:

Name and address of person: \_\_\_\_\_  
All costs, fees, compensation, reimbursements and other remuneration paid to said person: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## RETURN WITH BID

### IV. DISCLOSURES

- A. The disclosures hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The bidder further certifies that the Department has received the disclosure forms for each bid.

The chief procurement officer may void the bid, contract, or subcontract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be suspended or debarred for violations of the Procurement Code. Furthermore, the chief procurement officer may void the contract and the surety providing the performance bond shall be responsible for completion of the contract.

### B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Illinois Procurement Code provides that all bids of more than \$25,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the contract. Furthermore, pursuant to Section 5-5, the Procurement Policy Board may review a proposal, bid, or contract and issue a recommendation to void a contract or reject a proposal or bid based on any violation of the Procurement Code or the existence of a conflict of interest as provided in subsections (b) and (d) of Section 50-35.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

**The current annual salary of the Governor is \$177,412.00.**

In addition, all disclosures shall indicate any other current or pending contracts, proposals, leases, or other ongoing procurement relationships the bidding entity has with any other unit of state government and shall clearly identify the unit and the contract, proposal, lease, or other relationship.

2. Disclosure Forms. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies. **The forms must be included with each bid.**

### C. Disclosure Form Instructions

#### Form A Instructions for Financial Information & Potential Conflicts of Interest

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on Form A must be signed and dated by a person that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES \_\_\_ NO \_\_\_
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YES \_\_\_ NO \_\_\_
3. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the bidding entity's or parent entity's distributive income? YES \_\_\_ NO \_\_\_
4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES \_\_\_ NO \_\_\_

(Note: Only one set of forms needs to be completed per person per bid even if a specific individual would require a yes answer to more than one question.)

A "YES" answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or the bidding entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by a person that is authorized to execute contracts for your organization. **Photocopied or stamped signatures are not acceptable.** The person signing can be, but does not have to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided.

If the answer to each of the above questions is "NO", then the NOT APPLICABLE STATEMENT of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

## RETURN WITH BID

### **Form B: Instructions for Identifying Other Contracts & Procurement Related Information**

Disclosure Form B must be completed for each bid submitted by the bidding entity. *Note: Checking the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, checked, and dated or the bidder may be considered nonresponsive and the bid will not be accepted.*

The Bidder shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the check box on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following:

Option I: If the bidder did not submit an Affidavit of Availability to obtain authorization to bid, the bidder must list all non-IDOT State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an attached sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and are not to be included. Contracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development Board must be included. Bidders who submit Affidavits of Availability are suggested to use Option II.

Option II: If the bidder is required and has submitted an Affidavit of Availability in order to obtain authorization to bid, the bidder may write or type "See Affidavit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the Affidavit of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

Contractor Name, Legal Address, City, State, Zip, Telephone Number, Email Address, Fax Number (if available)

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$25,000, and for all open-ended contracts. A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.

The current annual salary of the Governor is \$177,412.00.

DISCLOSURE OF FINANCIAL INFORMATION

- 1. Disclosure of Financial Information. The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than 60% of the annual salary of the Governor. (Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)

FOR INDIVIDUAL (type or print information) NAME: ADDRESS Type of ownership/distributable income share: stock sole proprietorship Partnership other: (explain on separate sheet): % or \$ value of ownership/distributable income share:

- 2. Disclosure of Potential Conflicts of Interest. Check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If the answer to any question is "Yes", please attach additional pages and describe.

(a) State employment, currently or in the previous 3 years, including contractual employment of services. Yes \_\_\_ No \_\_\_

If your answer is yes, please answer each of the following questions.

- 1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? Yes \_\_\_ No \_\_\_
2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor provide the name the State agency for which you are employed and your annual salary.

**RETURN WITH BID**

- 3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor? Yes \_\_\_ No \_\_\_
  
- 4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor? Yes \_\_\_ No \_\_\_

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.

Yes \_\_\_ No \_\_\_

If your answer is yes, please answer each of the following questions.

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois State Toll Highway Authority? Yes \_\_\_ No \_\_\_
  
- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. \_\_\_\_\_

- 3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess 100% of the annual salary of the Governor? Yes \_\_\_ No \_\_\_
  
- 4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or any minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income from your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?

Yes \_\_\_ No \_\_\_

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.

Yes \_\_\_ No \_\_\_

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.

Yes \_\_\_ No \_\_\_

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United State of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years.

Yes \_\_\_ No \_\_\_

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.

Yes \_\_\_ No \_\_\_

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.

Yes \_\_\_ No \_\_\_

**RETURN WITH BID**

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes \_\_\_ No \_\_\_

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(i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes \_\_\_ No \_\_\_

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(j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes \_\_\_ No \_\_\_

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**3. Communication Disclosure.**

Disclose the name and address of each lobbyist and other agent of the bidder or offeror who is not identified in Section 2 of this form, who is has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the contract. If no person is identified, enter "None" on the line below:

Name and address of person(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Debarment Disclosure.** For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below:

Name of person(s): \_\_\_\_\_

Nature of disclosure: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**APPLICABLE STATEMENT**

**This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge.**

Completed by:  \_\_\_\_\_  
Signature of Individual or Authorized Representative Date

**NOT APPLICABLE STATEMENT**

**Under penalty of perjury, I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A.**

**This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the previous page.**

\_\_\_\_\_  
Signature of Authorized Representative Date

The bidder has a continuing obligation to supplement these disclosures under Sec. 50-35 of the Procurement Code.

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

**Form B  
Other Contracts &  
Procurement Related Information  
Disclosure**

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$25,000, and for all open-ended contracts.

**DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION**

**1. Identifying Other Contracts & Procurement Related Information.** The BIDDER shall identify whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency: Yes \_\_\_ No \_\_\_

If "No" is checked, the bidder only needs to complete the signature box on the bottom of this page.

**2. If "Yes" is checked.** Identify each such relationship by showing State of Illinois agency name and other descriptive information such as bid or project number (attach additional pages as necessary). SEE DISCLOSURE FORM INSTRUCTIONS:

**THE FOLLOWING STATEMENT MUST BE CHECKED**

<input type="checkbox"/>	_____	_____
	Signature of Authorized Representative	Date



TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
  - *If you are an individual, enter your name and SSN as it appears on your Social Security Card.*
  - *If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.*
  - *If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.*
  - *If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).*
  - *For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.*

Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Taxpayer Identification Number:

Social Security Number \_\_\_\_\_

or

Employer Identification Number \_\_\_\_\_

Legal Status (check one):

- |  |   |
|--|---|
| <input type="checkbox"/> Individual  | <input type="checkbox"/> Governmental   |
| <input type="checkbox"/> Sole Proprietor   | <input type="checkbox"/> Nonresident alien  |
| <input type="checkbox"/> Partnership   | <input type="checkbox"/> Estate or trust  |
| <input type="checkbox"/> Legal Services Corporation  | <input type="checkbox"/> Pharmacy (Non-Corp.)   |
| <input type="checkbox"/> Tax-exempt  | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)                           |
| <input type="checkbox"/> Corporation providing or billing<br>medical and/or health care services     | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | <input type="checkbox"/> D = disregarded entity   |
|  | <input type="checkbox"/> C = corporation  |
|  | <input type="checkbox"/> P = partnership  |

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **RETURN WITH BID**

### **SPECIAL NOTICE TO CONTRACTORS**

The following requirements of the Illinois Department of Human Rights' Rules and Regulations are applicable to bidders on all construction contracts advertised by the Illinois Department of Transportation:

#### **CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION**

- (a) All bidders on construction contracts shall complete and submit, along with and as part of their bids, a Bidder's Employee Utilization Form (Form BC-1256) setting forth a projection and breakdown of the total workforce intended to be hired and/or allocated to such contract work by the bidder including a projection of minority and female employee utilization in all job classifications on the contract project.
- (b) The Department of Transportation shall review the Employee Utilization Form, and workforce projections contained therein, of the contract awardee to determine if such projections reflect an underutilization of minority persons and/or women in any job classification in accordance with the Equal Employment Opportunity Clause and Section 7.2 of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts adopted as amended on September 17, 1980. If it is determined that the contract awardee's projections reflect an underutilization of minority persons and/or women in any job classification, it shall be advised in writing of the manner in which it is underutilizing and such awardee shall be considered to be in breach of the contract unless, prior to commencement of work on the contract project, it submits revised satisfactory projections or an acceptable written affirmative action plan to correct such underutilization including a specific timetable geared to the completion stages of the contract.
- (c) The Department of Transportation shall provide to the Department of Human Rights a copy of the contract awardee's Employee Utilization Form, a copy of any required written affirmative action plan, and any written correspondence related thereto. The Department of Human Rights may review and revise any action taken by the Department of Transportation with respect to these requirements.



# Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271  
http://dnr.state.il.us

Pat Quinn, Governor  
Marc Miller, Director

## RETURN WITH BID

### PART I. IDENTIFICATION

Dept. Human Rights # \_\_\_\_\_ Duration of Project: December 31, 2013

Name of Bidder: \_\_\_\_\_

### PART II. WORKFORCE PROJECTION

A. The undersigned bidder has analyzed minority group and female populations, unemployment rates and availability of workers for the location in which this contract work is to be performed, and for the locations from which the bidder recruits employees, and hereby submits the following workforce projection including a projection for minority and female employee utilization in all job categories in the workforce to be allocated to this contract:

TABLE A

TOTAL Workforce Projection for Contract												
JOB CATEGORIES	TOTAL EMPLOYEES		MINORITY EMPLOYEES						TRAINEES			
			BLACK		HISPANIC		*OTHER MINOR.		APPRENTICES		ON THE JOB TRAINEES	
	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS (MANAGERS)												
SUPERVISORS												
FOREMEN												
CLERICAL												
EQUIPMENT OPERATORS												
MECHANICS												
TRUCK DRIVERS												
IRONWORKERS												
CARPENTERS												
CEMENT MASONS												
ELECTRICIANS												
PIPEFITTERS, PLUMBERS												
PAINTERS												
LABORERS, SEMI-SKILLED												
LABORERS, UNSKILLED												
<b>TOTAL</b>												

TABLE B

CURRENT EMPLOYEES TO BE ASSIGNED TO CONTRACT			
TOTAL EMPLOYEES		MINORITY EMPLOYEES	
M	F	M	F

TABLE C

TOTAL Training Projection for Contract								
EMPLOYEES IN TRAINING	TOTAL EMPLOYEES		BLACK		HISPANIC		*OTHER MINOR.	
	M	F	M	F	M	F	M	F
APPRENTICES								
ON THE JOB TRAINEES								

FOR DEPARTMENT USE ONLY

\*Other minorities are defined as Asians (A) or Native Americans (N).  
Please specify race of each employee shown in Other Minorities column.

BC 1256 (Rev. 12/11/08)

Note: See instructions on page 2

## RETURN WITH BID

### PART II. WORKFORCE PROJECTION - continued

- B. Included in "Total Employees" under Table A is the total number of **new hires** that would be employed in the event the undersigned bidder is awarded this contract.

The undersigned bidder projects that: (number) \_\_\_\_\_ new hires would be recruited from the area in which the contract project is located; and/or (number) \_\_\_\_\_ new hires would be recruited from the area in which the bidder's principal office or base of operation is located.

- C. Included in "Total Employees" under Table A is a projection of numbers of persons to be employed directly by the undersigned bidder as well as a projection of numbers of persons to be employed by subcontractors.

The undersigned bidder estimates that (number) \_\_\_\_\_ persons will be directly employed by the prime contractor and that (number) \_\_\_\_\_ persons will be employed by subcontractors.

### PART III. AFFIRMATIVE ACTION PLAN

- A. The undersigned bidder understands and agrees that in the event the foregoing minority and female employee utilization projection included under **PART II** is determined to be an underutilization of minority persons or women in any job category, and in the event that the undersigned bidder is awarded this contract, he/she will, prior to commencement of work, develop and submit a written Affirmative Action Plan including a specific timetable (geared to the completion stages of the contract) whereby deficiencies in minority and/or female employee utilization are corrected. Such Affirmative Action Plan will be subject to approval by the contracting agency and the **Department of Human Rights**.
- B. The undersigned bidder understands and agrees that the minority and female employee utilization projection submitted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed to be part of the contract specifications.

Company \_\_\_\_\_

Telephone Number \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

#### NOTICE REGARDING SIGNATURE

The Bidder's signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature block needs to be completed only if revisions are required.

Signature:  \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Instructions: All tables must include subcontractor personnel in addition to prime contractor personnel.

Table A - Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.

Table B - Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.

Table C - Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

## **SUBCONTRACTOR DOCUMENTATION**

Public Acts 96-0795 and 96-0920, enacted substantial changes to the provisions of the Illinois Procurement Code (30 ILCS 500). Among the changes are provisions affecting subcontractors. The Contractor awarded this contract will be required as a material condition of the contract to implement and enforce the contract requirements applicable to subcontractors approved in accordance with article 108.01 of the Standard Specifications for Road and Bridge Construction.

If the Contractor seeks approval of subcontractors to perform a portion of the work, and approval is granted by the Department, the Contractor shall provide a copy of the subcontract to the Chief Procurement Officer within 20 calendar days after execution of the subcontract.

The subcontract shall contain the certifications required to be made by subcontractors pursuant to Article 50 of the Illinois Procurement Code. This Notice to Bidders includes a document incorporating all required subcontractor certifications and disclosures for use by the Contractor in compliance with this mandate. The document is entitled State Required Ethical Standards Governing Subcontractors.

**STATE ETHICAL STANDARDS**  
**GOVERNING SUBCONTRACTORS**

Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Department approve the subcontractor. The chief procurement officer may terminate or void the subcontract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification.

Section 50-2 of the Illinois Procurement Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year subcontract shall certify, by July 1 of each fiscal year covered by the contract after the initial fiscal year, to the responsible chief procurement officer whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subcontractor that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

**A. Bribery**

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

(a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:

- (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or
- (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

(b) Businesses. No business shall be barred from contracting with any unit of State or local government, or subcontracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

- (1) the business has been finally adjudicated not guilty; or
- (2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract to which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

(c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

(d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50.5.

**B. Felons**

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, or enter into a subcontract, from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

2. Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any of the certifications required by this Section are false.

**C. Debt Delinquency**

1. The Illinois Procurement Code provides:

Section 50-11 and 50-12. Debt Delinquency.

The contractor or bidder or subcontractor, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under the Procurement Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a subcontract, if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency, or entering into a subcontract, if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The bidder or contractor or subcontractor, respectively, further acknowledges that the chief procurement officer may declare the related contract void if this certification is false or if the bidder, contractor, or subcontractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

**D. Prohibited Bidders, Contractors and Subcontractors**

1. The Illinois Procurement Code provides:

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subcontractors.

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction.. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

**E. Section 42 of the Environmental Protection Act**

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Procurement Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder or contractor or subcontractor, respectively, acknowledges that the chief procurement officer may declare the contract void if this certification is false.

**The undersigned, on behalf of the subcontracting company, has read and understands the above certifications and makes the certifications as required by law.**

<hr/>		
Name of Subcontracting Company		
<hr/>		<hr/>
Authorized Officer		Date

**RETURN WITH SUBCONTRACT**  
**SUBCONTRACTOR DISCLOSURES**

**I. DISCLOSURES**

- A.** The disclosures hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed. The subcontractor further certifies that the Department has received the disclosure forms for each subcontract.

The chief procurement officer may void the bid, contract, or subcontract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be suspended or debarred for violations of the Procurement Code. Furthermore, the chief procurement officer may void the contract or subcontract.

**B. Financial Interests and Conflicts of Interest**

1. Section 50-35 of the Illinois Procurement Code provides that all subcontracts with a total value of \$25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code, shall be accompanied by disclosure of the financial interests of the subcontractor. This disclosed information for the subcontractor, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the Prime Contractor's contract. Furthermore, pursuant to this Section, the Procurement Policy Board may recommend to allow or void a contract or subcontract based on a potential conflict of interest.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the subcontracting entity or its parent entity, whichever is less, unless the subcontractor is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

**The current annual salary of the Governor is \$177,412.00.**

In addition, all disclosures shall indicate any other current or pending contracts, subcontracts, proposals, leases, or other ongoing procurement relationships the subcontracting entity has with any other unit of state government and shall clearly identify the unit and the contract, subcontract, proposal, lease, or other relationship.

2. Disclosure Forms. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies.

**C. Disclosure Form Instructions**

**Form A Instructions for Financial Information & Potential Conflicts of Interest**

If the subcontractor is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a subcontractor is not subject to Federal 10K reporting, the subcontractor must determine if any individuals are required by law to complete a financial disclosure form. To do this, the subcontractor should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the **NOT APPLICABLE STATEMENT** on the second page of Form A must be signed and dated by a person that is authorized to execute contracts for the subcontracting company. Note: These questions are for assistance only and are not required to be completed.

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES \_\_\_ NO \_\_\_
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YES \_\_\_ NO \_\_\_
3. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the subcontracting entity's or parent entity's distributive income? YES \_\_\_ NO \_\_\_

(Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)

4. Does anyone in your organization receive greater than 5% of the subcontracting entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES \_\_\_ NO \_\_\_

(Note: Only one set of forms needs to be completed per person per subcontract even if a specific individual would require a yes answer to more than one question.)

A "YES" answer to any of these questions requires the completion of Form A. The subcontractor must determine each individual in the subcontracting entity or the subcontracting entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by a person that is authorized to execute contracts for your organization. **Photocopied or stamped signatures are not acceptable.** The person signing can be, but does not have to be, the person for which the form is being completed. The subcontractor is responsible for the accuracy of any information provided.

If the answer to each of the above questions is "NO", then the **NOT APPLICABLE STATEMENT** on page 2 of Form A must be signed and dated by a person that is authorized to execute contracts for your company.



## RETURN WITH SUBCONTRACT

### **Form B: Instructions for Identifying Other Contracts & Procurement Related Information**

Disclosure Form B must be completed for each subcontract submitted by the subcontracting entity. *Note: Checking the NOT APPLICABLE STATEMENT on Form A does not allow the subcontractor to ignore Form B. Form B must be completed, checked, and dated or the subcontract will not be approved.*

The Subcontractor shall identify, by checking Yes or No on Form B, whether it has any pending contracts, subcontracts, leases, bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the subcontractor only needs to complete the check box on the bottom of Form B. If "Yes" is checked, the subcontractor must list all non-IDOT State of Illinois agency pending contracts, subcontracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an attached sheet(s). Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and are not to be included. Contracts or subcontracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development Board must be included.

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Subcontractor: Financial Information & Potential Conflicts of Interest Disclosure

Subcontractor Name, Legal Address, City, State, Zip, Telephone Number, Email Address, Fax Number (if available)

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for subcontracts with a total value of \$25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code, and for all open-ended contracts. A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.

The current annual salary of the Governor is \$177,412.00.

DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the SUBCONTRACTOR (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than 60% of the annual salary of the Governor. (Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)

FOR INDIVIDUAL (type or print information) NAME: ADDRESS Type of ownership/distributable income share: stock sole proprietorship Partnership other: (explain on separate sheet): % or \$ value of ownership/distributable income share:

2. Disclosure of Potential Conflicts of Interest. Check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If the answer to any question is "Yes", please attach additional pages and describe.

(a) State employment, currently or in the previous 3 years, including contractual employment of services. Yes \_\_\_ No \_\_\_

If your answer is yes, please answer each of the following questions.

- 1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? Yes \_\_\_ No \_\_\_
2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, provide the name the State agency for which you are employed and your annual salary.

**RETURN WITH SUBCONTRACT**

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?  
Yes \_\_\_ No \_\_\_

4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?  
Yes \_\_\_ No \_\_\_

---

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment services in the previous 2 years.

Yes \_\_\_ No \_\_\_

If your answer is yes, please answer each of the following questions.

1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois State Toll Highway Authority?  
Yes \_\_\_ No \_\_\_

2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. \_\_\_\_\_

---

3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?  
Yes \_\_\_ No \_\_\_

4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?  
Yes \_\_\_ No \_\_\_

---

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.  
Yes \_\_\_ No \_\_\_

---

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.  
Yes \_\_\_ No \_\_\_

---

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years.  
Yes \_\_\_ No \_\_\_

---

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.  
Yes \_\_\_ No \_\_\_

---

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.  
Yes \_\_\_ No \_\_\_

---

**RETURN WITH SUBCONTRACT**

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes \_\_\_ No \_\_\_

---

(i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes \_\_\_ No \_\_\_

---

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes \_\_\_ No \_\_\_

---

**3. Communication Disclosure.**

Disclose the name and address of each lobbyist and other agent of the bidder or offeror who is not identified in Section 2 of this form, who is has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the contract. If no person is identified, enter "None" on the line below:

Name and address of person(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RETURN WITH SUBCONTRACT**

**4. Debarment Disclosure.** For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below:

Name of person(s): \_\_\_\_\_

Nature of disclosure: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPLICABLE STATEMENT**

**This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge.**

Completed by:  \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Individual or Authorized Officer

**NOT APPLICABLE STATEMENT**

**Under penalty of perjury, I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A.**

**This Disclosure Form A is submitted on behalf of the SUBCONTRACTOR listed on the previous page.**

\_\_\_\_\_ Date \_\_\_\_\_  
Signature of Authorized Officer

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT  
OF TRANSPORTATION

Form B  
Subcontractor: Other Contracts &  
Procurement Related Information  
Disclosure

Subcontractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for subcontracts with a total value of \$25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code, and for all open-ended contracts.

**DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION**

**1. Identifying Other Contracts & Procurement Related Information.** The SUBCONTRACTOR shall identify whether it has any pending contracts, subcontracts, including leases, bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency: Yes \_\_\_ No \_\_\_

If "No" is checked, the subcontractor only needs to complete the signature box on the bottom of this page.

**2. If "Yes" is checked.** Identify each such relationship by showing State of Illinois agency name and other descriptive information such as bid or project number (attach additional pages as necessary). SEE DISCLOSURE FORM INSTRUCTIONS:

**THE FOLLOWING STATEMENT MUST BE CHECKED**

<input type="checkbox"/>	_____	_____
	Signature of Authorized Officer	Date

**ILLINOIS DEPARTMENT OF NATURAL RESOURCES  
STANDARD PROJECT LABOR AGREEMENT**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the **Illinois Department of Natural Resources (IDNR)** and the **AFL-CIO Project Labor Agreement Committee (PLA Committee)** for and on behalf of its affiliated members, hereinafter referred to individually and collectively, as the "Union". This Agreement shall apply to work performed by the Employer and its Contractors and Subcontractors on Construction know as the **IDNR Project No. AML-GWmE-1001, Delta East Mine Reclamation Project in Williamson County.**

**ARTICLE 1 - INTENT AND PURPOSES**

1.1 It is mutually understood that the following terms and conditions relating to employment of workmen covered by this Agreement have been written in order to promote efficiency of construction operations and provide for peaceful settlement of labor disputes without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the work. It is also the intent of the parties to set out standard working conditions for the efficient prosecution of said construction work, herein to establish and maintain harmonious relations between all parties of the Agreement, to secure optimum productivity and to eliminate strikes, lockouts, or delays in the prosecution of the work.

(a) Therefore, the following provisions will be binding upon the Contractor and all its sub-contractors (hereinafter jointly referred to as "Contractor"), who shall be required to sign the "Participation Agreement", attached hereto as "Schedule A", and the Unions during the term of this Agreement and any renewal thereafter. The Unions hereby consent to apply the terms and conditions of this Project Agreement to said sub-contractors upon their signing the "Participation Agreement". It is understood that each sub-contractor will be considered and accepted by the Unions as a separate employer for the purposes of collective bargaining. It is further agreed that the employees working under this Agreement shall constitute a bargaining unit separate and distinct from all others. This Agreement may be modified by mutual consent in writing by the signatory parties hereto.

1.2 The Contractor agrees to be bound by the terms of the Collective Bargaining Agreements and amendments (CBA) thereto of the affiliates of the PLA Committee and the applicable employers association, if any. Such agreements are incorporated herein by reference. In order to comply with the requirements of the various fringe benefit funds to which the Contractor is to contribute, the Contractor shall sign such participation agreements as are necessary. Upon written notice from any fringe benefit fund IDNR will withhold payment of delinquencies occurring on this project from the involved Prime Contractors.

1.3 It is mutually understood that where the provisions of this Agreement are at variance with any other agreement between the Contractor and the Union, the language of this Agreement shall prevail.

1.4 The Contractor and the Union agree that should the Collective Bargaining Agreement (CBA) of any PLA Committee affiliates signatory to this Agreement expire prior to the completion of this project, the expired contracts' terms will be maintained until a new CBA is ratified. The wages, and fringe benefits included in any new CBA will be effective on the effective date of the newly negotiated CBA unless wage and fringe benefit retroactivity is agreed upon by the bargaining parties.

## ARTICLE II - RECOGNITION

2.1 The Contractor recognizes the PLA Committee and the signatory affiliates as the sole and exclusive bargaining representatives for its craft employees employed on the jobsite. PLA Committee affiliates signatory to this Agreement will have recognition on the project for their craft.

## ARTICLE III - ADMINISTRATION OF AGREEMENT

3.1 In order to assure that all parties have a clear understanding of the Agreement, to promote harmony and address potential problems, a pre-job conference will be held with the Contractor, PLA Committee Representatives and all signatory parties prior to the start of any work on the project.

3.2 Representatives of the Contractor and the Unions shall meet as required but not less than once a month to review the operation of this Agreement. The representatives at this meeting shall be empowered to resolve any dispute over the intent and application of the Agreement.

3.3 The Contractor shall make available in writing to the Unions and Council no less than one week prior to these meetings a job status report, planned activities for the next 30 day period, actual numbers of craft employees on the project and estimated numbers of employees by craft required for the next 30 day period. The purpose of this report is to allow time to address any potential jurisdictional problems and to ensure that no party signatory to the Agreement is hindering the continuous progress of the project through a lack of planning or shortage of manpower.

## ARTICLE IV - HOURS OF WORK OVERTIME SHIFTS & HOLIDAYS

4.1 The standard work day shall be an established consecutive eight (8) hour period between the hours of 7:00 a.m. and 5:00 p.m. with one-half hour designated as unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Starting time which is to be established at the pre-job conference will be applicable to all craft employees on the project. Should job conditions dictate a change in the established starting time and/or a staggered lunch period on certain work of the project or with individual crafts, the Contractor, Business Managers of the crafts involved and the PLA Committee shall mutually agree to such changes. If work schedule change cannot be mutually agreed to between these parties, the hours fixed in the Agreement shall prevail.

4.2 All time before and after the established work day of eight (8) hours, Monday through Friday and all time on Saturday shall be paid in accordance with each crafts current collective bargaining agreement. All time on Sundays and Holidays shall be paid for at the rate of double time.

- (a) Fringe benefit payments for all overtime work shall be paid in accordance with each craft's Current collective Bargaining Agreement.

4.3 Shift work, if used, shall be as provided in the collective bargaining agreement of each affected craft.



4.4 Recognized Holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day (to be celebrated the day after Thanksgiving), Thanksgiving Day and Christmas Day. No work will be performed on Labor Day under any consideration, except in an extreme emergency and then only after consent is given by the Business Manager.

#### ARTICLE V - ABSENTEEISM

5.1 The Contractor and the Union agree that the chronic and/or unexcused absenteeism is undesirable and must be controlled. Employees that develop a record of such absenteeism shall be identified by the Contractor to the appropriate referral facility and the Contractor shall support such action with the work record of the involved employee. Any employee terminated for such absenteeism shall not be eligible for rehire on the project for a period of no less than ninety (90) days.

#### ARTICLE VI - MANAGEMENT RIGHTS

6.1 The Contractor retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement and the Unions collective bargaining agreement.

#### ARTICLE VII - GENERAL WORKING CONDITIONS

7.1 Employment begins and ends at the project site, to be determined at the Pre-Job Conference.

7.2 Employees shall be at their place of work at the starting time and shall remain at their place of work until quitting time. The parties reaffirm their policy of a fair days work for a fair days pay.

7.3 The Contractor may utilize brassing, or other systems to check employees in and out. Should such procedures be required, the techniques and rules regarding such procedures shall be established by mutual consent of the parties at the pre-job conference.

7.4 There shall be no limit on production by workmen or restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any work of their trade and shall work under the direction of the craft foreman. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

7.5 Crew Foreman shall be utilized as per the existing collective bargaining agreements. The Contractor agrees to allow crew foremen ample time to direct and supervise their crew. The Union agrees there will be no restrictions placed on crew foreman's ability to handle tools and materials.

7.6 The Contractor may utilize the most efficient methods or techniques of construction, tools or other labor saving devices to accomplish the work. Practices not a part of the terms and conditions of this Agreement will not be recognized.

7.7 Should overtime work be required, the Contractor will have the right to assign specific employees and/or crews to perform such overtime work as is necessary to accomplish the work.

7.8 The Contractor may establish such reasonable project rules as the Contractor deems appropriate. These rules will be reviewed and established at the pre-job conference and posted at the project site by the Contractor.

7.9 It is recognized that specialized or unusual equipment may be installed on the project and in such cases, the Union recognizes the right of the Contractor to involve the equipment supplier or vendor's personnel in supervising the setting of the equipment, making modifications and final alignment which may be necessary prior to and during the start-up procedure, in order to protect factory warranties.

7.10 In order to promote a harmonious relationship between the equipment or vendor's personnel and the Building Trades craftsmen, a meeting shall be held between the Contractor and the Unions prior to any involvement on the project by these personnel. The Contractor will inform the Unions of the nature of involvement by these personnel and the numbers of personnel to be involved, allowing ample time for the Union representatives to inform their stewards prior to the start of any work.

#### ARTICLE VIII - SAFETY

8.1 The employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulations as established by the Contractor in accordance with the Construction Safety Act and OSHA.

- (a) These rules and regulations will be published and posted at conspicuous places throughout the project.

8.2 In accordance with the requirements of OSHA, it shall be the exclusive responsibility of each Contractor on a jobsite to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor. Nothing in this Agreement will make the PLA Committee or any of its affiliates liable to any employees or to other persons in the event that injury or accident occurs.

#### ARTICLE IX - SUBCONTRACTING

9.1 The Contractor agrees that neither he nor any of his subcontractors will subcontract any work to be done on the project except to a person, firm or corporation party signatory to this Agreement.

9.2 Any Contractor or Sub-contractor working on the project covered by this Agreement shall as a condition to working on said project, become signatory to and perform all work under the terms of this Agreement. The furnishing of materials, supplies or equipment and the delivery thereof shall be in no case considered subcontracting.

#### ARTICLE X - UNION REPRESENTATION

10.1 Authorized representatives of the PLA Committee and its signatory affiliates shall have access to the project provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the project.

10.2 Each PLA Committee affiliate which is a party to this Agreement shall have the right to designate a working journeyman as a steward. Such designated steward shall be a qualified worker performing the work of that craft and shall not exercise any supervisory functions. Each steward shall be concerned with the employees of the steward's employer and not with the employees of any other employer.

10.3 The working steward will be paid at the applicable wage rate for the job classification in which he is employed.

10.4 The working steward shall not be discriminated against because of his activities in performing his duties as steward, and except as otherwise provided in local agreements, shall be the last employee in his craft to be laid off in any reduction in force. Stewards will be subject to discharge to the same extent that other employees are only after notification to the Union Representative. The Contractor will permit stewards sufficient time to perform the duties inherent to a steward's responsibilities. Stewards will be offered available overtime work if qualified.

#### ARTICLE XI - GRIEVANCE AND ARBITRATION PROCEDURES

11.1 It is specifically agreed that in the event any disputes arises out of the interpretation or application of this Agreement, excluding jurisdictional disputes which are covered by an expedited procedure in Article XII below, the same shall be settled by means of the procedure set out herein upon mutual agreement of the parties. Otherwise, the procedure set forth in the local collective bargaining agreement shall be used, but in no case shall both procedures be utilized to resolve such disputes. No such grievance shall be recognized unless called to the attention of the Contractor by the Union or to the Union by the Contractor within five (5) working days after the alleged violation was committed or discovered by the grieving party.

11.2 Grievances shall be settled according to the following procedure:

- (a) Step 1. The dispute shall be referred to the Steward of the craft union involved and a representative of the Contractor at the construction project.
- (b) Step 2. In the event that the steward and the Contractor's representative at the construction site cannot reach agreement within two (2) working days after a meeting is arranged and held, the matter shall be referred to the Union Business Manager, a representative of the PLA Committee and the Project Superintendent and/or Project Manager.
- (c) Step 3. In the event the dispute is not resolved within five (5) working days after completion of Step 2, these two shall request a panel of arbitrators from the U.S. Mediation and Conciliation Service for selection of an impartial arbitrator who shall hear the grievance and make a decision within ten (10) working days which shall be final and binding on all parties. The parties shall each pay the expense of their own representative. The decision of the arbitrator shall be binding upon all parties. The expense of the impartial arbitrator shall be borne equally by the Contractor and the involved craft Union.

## ARTICLE XII - JURISDICTIONAL DISPUTES

This Agreement is entered into to prevent strikes, lost time, lockouts and to facilitate the peaceful adjustment of jurisdictional disputes in the building and construction industry and to prevent waste and unnecessary avoidable delays and expense, and for the further purpose of at all times securing for the employer sufficient skilled workers.

12.1 All decisions of the Illinois Jurisdictional Dispute Resolution Process are final and binding upon all parties.

12.2 Administrative functions under the Illinois Jurisdictional Dispute Resolution Process shall be performed through the offices of the President and/or Secretary-Treasurer of the Illinois State Federation of Labor, or their designated representative.

12.3 The primary concern of the Illinois Jurisdictional Dispute Resolution Process shall be the adjustment of jurisdictional disputes in the construction industry by independent Arbitrators selected by the Illinois State Federation of Labor. A sufficient number of Arbitrators shall be selected from geographical areas of the state of Illinois and shall be randomly assigned to a particular dispute subject only to the Arbitrator's ability to conduct a hearing and render a decision in a timely manner as required under this Process. Decisions shall be only for the specific job under consideration and shall become effective immediately upon issuance and complied with by all parties.

12.4 In rendering a decision, the Arbitrator shall determine:

- (a) First, whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between National or International Unions to the dispute or agreements between local unions involved in the dispute, governs;
- (b) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute in the local area, the Arbitrator shall then consider whether there is a previous decision of record governing the case, including decisions of construction industry arbitration panels within the geographical jurisdiction of the local area Building Trades Council located within the State of Illinois;
- (c) If the Arbitrator finds that a previous decision of record governs the case, the Arbitrator shall apply the decision of record in rendering his/her decision except under the following circumstances: After notice to the other parties to the dispute prior to the hearing that intends to challenge the decision of record, if a trade challenging the decision of record is able to demonstrate that the recognized and established prevailing practice in the locality of the work has been contrary to the applicable decision of record, and that historically in that locality the work in dispute has not been performed by the other craft or crafts, the Arbitrator may rely on such prevailing practice rather than the decision of record. If the craft relying on the decision of record demonstrates that it has performed the work in dispute in the locality of the job, then the Arbitrator shall apply the decision of record in rendering his/her decision. If the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages, or the use of

vertical agreements, the Arbitrator shall rely on the decision of record rather than the prevailing practice in the locality;

- (d) If no decision of record is applicable, the Arbitrator shall then consider the established trade practice in the industry and prevailing practice in the locality, and any party to the dispute may rely on prior decisions of record, decisions of construction industry arbitration panels within the state of Illinois.
- (e) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well-being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

12.5 The Arbitrator shall set forth the basis for his/her decision and shall explain his/her findings regarding the applicability of the above criteria. If lower ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute. Agreements of Record are applicable only to those parties signatory to such agreements. Decisions of Record are those that were either attested to by the former Impartial Jurisdictional Disputes Board or adopted by the National Arbitration Panel.

12.6 There shall be no abandonment of work during any case participating in this Process or in violation of the arbitration decision. All parties to this Process release the Illinois State Federation of Labor from any liability arising from its action or inaction and covenant not to sue the Federation.

12.7 In the event of a dispute relating to trade or work jurisdiction, all parties, including the employers, contractors or subcontractors, agree that a final and binding resolution of the dispute shall be resolved as follows:

- a.) Representatives of the affected trades and the employer shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve the dispute. (In the event there is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, as the internal jurisdictional authority of that International Union, shall constitute a final and binding decision and determination as to the jurisdiction of work.)
- b.) If no settlement is achieved subsequent to the preceding Paragraph, the matter shall be referred to the local area Building & Construction Trades Council, which shall meet with the affected trades within forty-eight (48) hours subsequent to receiving written notice. In the event the parties do not wish to avail themselves of the local Building & Construction Trades Council, the parties may elect to invoke the services of their respective International Representatives with no extension of the time limitations. An agreement reached at this Step shall be final and binding upon all parties.
- c.) If no settlement agreement is reached during the proceedings contemplated by Paragraphs "a" or "b" above, the matter shall be immediately referred to the Illinois Jurisdictional Dispute Board pursuant to the provisions of the

Jurisdictional Dispute Resolution process, which may be amended from time to time, for final and binding resolution of said dispute. Said referral submission shall be in writing and served upon the Illinois State Federation of Labor, or its designated representative, pursuant to Article II of this agreement. The Administrator shall, within seventy-two (72) hours provide for the selection of an available Arbitrator to hear said dispute within this time period. Upon good cause shown to the Administrator, an additional seventy-two (72) hour extension for said hearing shall be granted at the sole discretion of the Administrator. Only upon mutual agreement of all parties may the Administrator extend the hearing for a period in excess of the time frames contemplated under this Paragraph. All time period contained in this Article specifically exclude Saturdays, Sundays and Holidays.

12.8 The Arbitrator chosen shall be randomly selected based on geographical location of the jurisdictional dispute and upon his/her availability to conduct a Hearing within 48 hours of said notice. The Arbitrator may issue a “bench” decision immediately following the Hearing or he/she may elect to only issue a written decision, said decision must be issued within 48 hours subsequent to the completion of the Hearing. Copies of all notices, pleadings, supporting memoranda, decisions, etc. shall be provided to all disputing parties, the local Building & Construction Trades Council, and the Illinois State Federation of Labor.

Any written decision shall be in accordance with this Process and shall be final and binding upon all parties to the dispute and may be a “short form” decision. Fees and costs of the arbitrator shall be divided evenly between the contesting parties except that any party wishing a full opinion and decision beyond the short form decision shall bear the reasonable fees and costs of such full opinion.

In the event a jurisdictional dispute is not referred to the Illinois Jurisdictional Dispute Resolution Process by either (or any) of the labor organizations claiming the work, the employer may, upon its own initiative, or at the request of the IDNR, petition the Administrator to assign an Arbitrator to hear the case. The decision of the Arbitrator shall be final and binding upon the parties hereto, their members, and affiliates.

In cases of jurisdictional disputes or other disputes between a signatory labor organization and another labor organization, both of which is an affiliate or member of the same International Union, the matter or dispute shall be settled in the manner set forth by their International Constitution and/or as determined by the International Union’s General President whose decision shall be final and binding upon all parties. In no event shall there be an abandonment of work.

12.9 All interested parties shall be entitled to make presentations to the Arbitrator. Any interested party present at the Hearing, whether making a presentation or not, by such presence shall be deemed to accept the jurisdiction of the Arbitrator and to agree to be bound by its decision. In addition to the representative of the local labor organization, a representative of the labor organization’s International Union may appear on behalf of the parties. Each party is responsible for arranging for its witnesses. In the event an Arbitrator’s subpoena is required, the party requiring said subpoena shall prepare the subpoena for the Arbitrator to execute. Service of the subpoena upon any witness shall be the responsibility of the issuing party.

Upon approval of the Arbitrator, other parties not directly involved in the dispute may be invited to be present during the presentation and discussion. Attorneys shall not be permitted to

attend or participate in any portion of a Hearing.

The parties are encouraged to determine, prior to Hearing, documentary evidence which may be presented to the Arbitrator on a joint basis.

12.10 The Order of Presentation in all Hearings before an Arbitrator shall be:

- I. Identification and Stipulation of the Parties
- II. Union(s) claiming the disputed work presents its case
- III. Unions assigned the disputed work presents its case
- IV. Employer assigning the disputed work presents its case
- V. Evidence from other interested parties (i.e., general contractor, project manager, owner, etc.)
- VI. Rebuttal by unions(s) claiming the disputed work
- VII. Additional submissions permitted and requested by Arbitrator
- VIII. Closing arguments by the parties

12.11 To further the interests of the Illinois Jurisdictional Dispute Resolution Process, it is agreed that any party hereto or any employer may at any time file a Verified Complaint in writing with the Administrator alleging a violation of a decision or award previously made by an Arbitrator. The Administrator shall thereupon set a subsequent Hearing, before the same Arbitrator who presided at the initial Hearing or the next available Arbitrator in the event the original Arbitrator cannot timely hear the Verified Complaint. Said Hearing shall be held within three (3) days of receipt of the Verified Complaint with respect to the alleged violation. The Administrator shall notify all interested parties of the time and place of the Hearing; provided, however, that the party filing the Verified Complaint must have served a copy of said document and all supporting documents to all interested parties and the Administrator.

All parties shall be given an opportunity to testify and present documentary evidence relating to the subject matter of the Hearing. Within forty-eight (48) hours after the conclusion of the Verified Complaint, the Arbitrator shall render a written decision in the matter and shall state whether or not there has been a violation of the Arbitrator's prior decision or award. Copies of the decision shall be served by regular mail, personal service or facsimile.

Should the Arbitrator determine that there has been a violation of its prior decision or award, it shall order immediate compliance by the offending party(s). The Arbitrator may take one or more of the following courses of action in order to enforce compliance with its decision:

- a.) Assess liquidated damages not to exceed \$5,000.00 for each violation by the members of, or employees represented by, the parties hereto, and may assess liquidated damages not to exceed \$10,000.00 for each violation by either party hereto or any of its officers or representatives. If a fine is rendered by the Arbitrator, it should be commensurate with the seriousness of the violation having a relationship to lost hours for the labor organizations and lost efficiency for the employer. Each of the parties hereto hereby agrees for itself and its members to pay to the other party said liquidated damages within thirty (30) days from any sum, or sums, so assessed because of violations of a decision or award by itself, its officers or representatives, or its member(s). Should either party bound to this Process, or any of its members fail to pay the amount so assessed within the thirty (30) day time period herein provided, the party or member so failing to pay shall

be deprived of all the benefits of this Process until such time as the matter is adjusted to the satisfaction of the Administrator; provided, however, the foregoing shall not prohibit the offending party from defending jurisdictional dispute claim in a subsequent, non-related matter.

- b.) In the event the Arbitrator determines that there is a violation of this Section, the Arbitrator may order an immediate cessation of all work by the non-compliant employers and employees performing work on the project. Enforcement of any decision of an Arbitrator or finding of non-compliance, including remedies contemplated under this Section, shall be pursuant to the terms and conditions of Section 12.12.

The filing of a Verified Complaint is not a necessary requirement in order for a party to seek judicial enforcement of the Arbitrator's prior decision or award.

12.12 The Illinois Jurisdictional Dispute Resolution Process, as an arbitration panel, nor its Administrator, shall have any authority to undertake any action to enforce its decision(s). Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision, including findings, orders or awards of the Arbitrator or Administrator determining non-compliance with a prior award or decision. The prevailing party in any enforcement proceedings shall be entitled to recover its costs and attorneys fees from the non-prevailing party. In the event the Illinois Jurisdictional Dispute Resolution Process or its Administrator is made a party to, or is otherwise required to participate in any such enforcement proceedings for whatsoever reason, the non-prevailing party shall bear all costs, attorneys' fees, and any other expenses incurred by the Process or the Administrator in those proceedings.

12.13 In the event there is a question as to the jurisdiction of the Illinois Jurisdictional Dispute Resolution Process, the primary responsibility for any determination of the arbitrability of a dispute and the jurisdiction of the Arbitrator shall be borne by the party requesting the Arbitrator to hear the underlying jurisdictional dispute. The affected party or parties may proceed before the Arbitrator even in the absence or one or more stipulated parties with the issue of jurisdiction as an additional item to be decided by the Arbitrator. The Administrator may participate in proceedings seeking a declaration or determination that the underlying dispute is subject to the jurisdiction and process of the Illinois Jurisdictional Dispute Resolution Process. In any such proceedings, the non-prevailing party and/or the party challenging the jurisdiction of the Illinois Jurisdictional Dispute Resolution Process shall bear all the costs, expenses and attorneys fees incurred by the Illinois Jurisdictional Dispute Resolution Process and/or its Administrator in establishing its jurisdiction.

12.14 All parties bound to the provisions of this Process hereby release the Illinois State Federation of Labor and the IDNR, their respective officers, agents, employees or designated representatives, specifically including any Arbitrator participating in said Process, from any and all liability or claim, of whatsoever nature, and specifically incorporating the protections provided in the Illinois Arbitration Act, as amended from time to time.

### ARTICLE XIII - WORK STOPPAGES AND LOCKOUTS

13.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the PLA Committee, its affiliates or by any employee and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established at the project site is a violation of this



Article.

13.2 The PLA Committee and its affiliates shall not sanction, aid or abet, encourage or continue any work stoppage, picketing or other disruptive activity and will not make any attempt of any kind to dissuade others from making deliveries to or performing services for or otherwise doing business with the Contractor at the project site. Should any of these prohibited activities occur the Union will take the necessary action to end such prohibited activities.

13.3 No employee shall engage in any activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

13.4 Neither the PLA Committee nor its affiliates shall be liable for acts of employees for which it has not responsibility. The principal officer or officers of the PLA Committee will immediately instruct, order and use the best efforts of his office to cause the affiliated union or unions to cease any violations of this Article. The PLA Committee in its compliance with this obligation shall not be liable for unauthorized acts of its affiliates. The principal officer or officers of any involved affiliate will immediately instruct, order or use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

13.5 In lieu of any action at law or equity, any party shall institute the following procedure when a breach of this Article is alleged, after all involved parties have been notified of the fact.

- (a) The party invoking this procedure shall notify an individual to be mutually agreed upon, whom the parties agree shall be the permanent arbitrator under this procedure. In the event the permanent arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the arbitrator shall be by the most expeditious means available, with notice by telegram or any effective written means to the party alleged to be in violation and all involved parties.
- (b) Upon receipt of said notice the arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended the violation still exists but not before twenty-four (24) hours after the telegraph notice to all parties involved as required above.
- (c) The Arbitrator shall notify the parties by telegram or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
- (d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an

Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.

- (e) Such Award may be enforced by any court of competent jurisdiction upon the filing of the Agreement and all other relevant documents referred to herein above in the following manner. Telegraphic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 13.5 of this Article, all parties waive the right to a hearing and agree that such proceedings may be *ex parte*. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.
- (f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.
- (g) The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

#### ARTICLE XIV - GENERAL SAVINGS CLAUSE

14.1 If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

#### ARTICLE XV - TERM OF AGREEMENT

15.1 This Agreement shall be in full force as of and from the date of the Notice of Award to the Substantial Completion of all applicable contractors.

**\*\* RETURN WITH BID \*\***

**AML-GWmE-1001  
Delta East Mine Reclamation Project  
Illinois Department of Natural Resources**

**Contractor Letter of Assent**

\_\_\_\_\_  
(Date)

To All Parties:

In accordance with the terms and conditions of the contract for the referenced reclamation project, this Letter of Assent hereby confirms that the undersigned Prime Contractor or Subcontractor agrees to be bound by the terms and conditions of the Project Labor Agreement established and entered into by the Illinois Department of Natural Resources in connection with said Project.

It is the understanding and intent of the undersigned party that this Project Labor Agreement shall pertain only to the identified Project. In the event it is necessary for the undersigned party to become signatory to a collective bargaining agreement to which it is not otherwise a party in order that it may lawfully make certain required contributions to applicable fringe benefit funds, the undersigned party hereby expressly conditions its acceptance of and limits its participation in such collective bargaining agreement to its work on the Project.

\_\_\_\_\_  
(Authorized Company Officer)

\_\_\_\_\_  
(Company)

**\*\* RETURN WITH BID \*\***

# RETURN WITH BID

Project Name Delta Coal Mining Company East Project Number AML-GWmE-1001 County Williamson

## PROPOSAL SIGNATURE SHEET

The undersigned bidder hereby makes and submits this bid on the subject Proposal, thereby assuring the Department that all requirements of the Invitation for Bids and rules of the Department have been met, that there is no misunderstanding of the requirements of paragraph 4 of this Proposal, and that the contract will be executed in accordance with the rules of the Department if an award is made on this bid.

Firm Name \_\_\_\_\_

(IF AN INDIVIDUAL)

Signature Owner \_\_\_\_\_

Business Address \_\_\_\_\_

=====

Firm Name \_\_\_\_\_

(IF A CO-PARTNERSHIP)

By \_\_\_\_\_

Business Address \_\_\_\_\_

Name and Address of All Members of the Firm:

\_\_\_\_\_

\_\_\_\_\_

=====

Corporate Name \_\_\_\_\_ (Corporate Seal)

(IF A CORPORATION)

By \_\_\_\_\_ (President)

Attest \_\_\_\_\_ (Secretary)

Business Address \_\_\_\_\_

Name of Corporate Officers:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Treasurer

=====

### NOTARY CERTIFICATION - ALL SIGNATURES MUST BE NOTARIZED

STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

\_\_\_\_\_ and \_\_\_\_\_  
(NAMES OF INDIVIDUAL(S) SIGNING ON BEHALF OF BIDDER)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of the bidder, appeared before me this day in person and acknowledged that they are signed, sealed, and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_

My commission expires \_\_\_\_\_ Notary Public \_\_\_\_\_ (SEAL)

**ILLINOIS DEPARTMENT OF NATURAL RESOURCES  
OFFICE OF MINES AND MINERALS  
DIVISION OF ABANDONED MINED LANDS RECLAMATION**

Item Number 2 LR

Letting Date June 17, 2011

Project Name Delta Coal Mining Company East

Project Number AML-GWmE-1001

**PROPOSAL BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_

\_\_\_\_\_ as PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_ as SURETY, are held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5% of the total bid price, or for the amount specified in Article 7 on page 2 of the proposal, whichever is the lesser sum, well and truly to be paid unto said STATE OF ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, That Whereas, the PRINCIPAL has submitted a bid proposal to the STATE OF ILLINOIS, Department of Natural Resources, Office of Mines and Minerals, Division of Abandoned Mined Lands Reclamation (DNR), accepting proposals through the Department of Transportation, for the improvement designated by the Service Bulletin Item Number and Letting Date indicated above.

NOW, THEREFORE, if the DNR shall accept the bid proposal of the PRINCIPAL; and if the PRINCIPAL shall, within the time and as specified in the bidding and contract documents, submit a DBE Utilization Plan that is accepted and approved by the DNR; and if, after award by the DNR, the PRINCIPAL shall enter into a contract in accordance with the terms of the bidding and contract documents including evidence of the required insurance coverages and providing such bond as specified with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof; or if, in the event of the failure of the PRINCIPAL to make the required DBE submission or to enter into such contract and to give the specified bond, the PRINCIPAL pays to the DNR the difference not to exceed the penalty hereof between the amount specified in the bid proposal and such larger amount for which the DNR may contract with another party to perform the work covered by said bid proposal, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

IN THE EVENT the DNR determines the PRINCIPAL has failed to comply with any requirement as set forth in the preceding paragraph, then Surety shall pay the penal sum to the STATE OF ILLINOIS, Department of Natural Resources, Office of Mines and Minerals, Division of Abandoned Mined Lands Reclamation, within fifteen days of written demand therefor. If Surety does not make full payment within such period of time, the DNR may bring an action to collect the amount owed. Surety is liable to the DNR for all its expenses, including attorney fees, incurred in any litigation in which it prevails either in whole or in part.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers and their

corporate seals to be hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_.

**PRINCIPAL**

\_\_\_\_\_  
(Company Name) (Seal)

\_\_\_\_\_  
(Company Name) (Seal)

BY \_\_\_\_\_  
(Signature and Title)

BY \_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name) (Seal)

\_\_\_\_\_  
(Company Name) (Seal)

BY \_\_\_\_\_  
(Signature and Title)

BY \_\_\_\_\_  
(Signature and Title)

**SURETY**

\_\_\_\_\_  
(Name of Surety) (Seal)

\_\_\_\_\_  
(Signature of Attorney-in-Fact)

**Notary Certification for Principal and Surety**

STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said County, do hereby certify that

\_\_\_\_\_ and \_\_\_\_\_,  
(Insert names of individuals signing on behalf of PRINCIPAL and SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument of behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed, sealed, and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

# PROPOSAL ENVELOPE



# PROPOSALS

for construction work advertised for bids by the  
Illinois Department of Transportation

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

Bidders should use an IDOT proposal envelope or affix this form to the front of a 10" x 13" envelope for the submittal of bids. If proposals are mailed, they should be enclosed in a second or outer envelope addressed to:

Engineer of Design and Environment - Room 323  
Illinois Department of Transportation  
2300 South Dirksen Parkway  
Springfield, Illinois 62764

## **NOTICE**

**Individual bids, including Bid Bond and/or supplemental information if required, should be securely stapled.**

# CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

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## NOTICE

None of the following material needs to be returned with the bid package unless the special provisions require documentation and/or other information to be submitted.



**Illinois Department of Transportation**

# ***SAFETY FACT SHEET***

The purpose of this fact sheet is to alert contractors, consulting engineers, landowners and the general public to the safety hazards which abandoned mine sites pose. While not intended to be a comprehensive safety manual, this document will provide some general guidelines for working or living near abandoned mines.

## ***Mine Openings***

Open mine shafts or other portals to underground mines are a problem commonly found at abandoned sites. In addition to the obvious hazard that an open, vertical shaft presents, seemingly sound shafts may, in fact, contain unstable fill material or be covered by poorly-constructed, deteriorated caps or seals. Such seals can fail without notice and extreme care should be taken to avoid unnecessary ground disturbance around old shafts.

Horizontal shafts, often called drifts or adits, can provide easy access to underground mines and, because there is no vertical drop, may seem harmless. However, abandoned mines frequently contain heavy concentrations of harmful gases and may be severely deficient in oxygen. They may also contain other physical hazards such as flooded rooms or fractured and falling roofs, and may house a variety of vermin.

## ***Mine Gas***

Underground mine atmospheres frequently contain explosive or toxic gases such as methane and hydrogen sulfide. These gases can make their way to the surface either through shafts, fissures, or in the case of a very shallow mine, directly through the ground. A mere 5-15 percent concentration of methane escaping to the surface is highly combustible and explosive under certain conditions. Consequently, smoking or use of any open flame near a mine opening of any type must be avoided. While methane is both flammable and an asphyxiant, hydrogen sulfide is poisonous and quite deadly at significantly lower concentrations. For this reason alone, abandoned underground coal mines should never be entered.

## ***Mine Refuse***

"Gob" refers to the coarse refuse, usually deposited in large, steep piles, stemming from the coal sorting process. "Slurry" is defined as the fine, silty refuse which remains after the coal washing process is completed. Both types of refuse have the potential to ignite and burn slowly for long periods of time due to their coal content. While some burning refuse areas are easily identified by smoke, ash or burned coal particles, other areas may be burning below the surface and exhibit no visible signs. As a result, extreme caution should be exercised when walking or driving on or near gob piles or slurry impoundments.

## ***Highwalls***

Surface mining for coal often results in a final cut pit with steep, sheer walls surrounding a flooded impoundment. These walls pose a unique hazard because of their vertical height above the water level, and because of their erosive nature resulting from their unstable slopes. Drownings have occurred when individuals slipped into the pits and were unable to climb out. In some areas, final cuts do not fill with water, presenting a hazard due to the vertical drop.

## ***Mine Buildings***

Many abandoned mines include old machinery, buildings and equipment referred to collectively as the "tipple area". Abandoned mine structures are frequently quite deteriorated and subject to collapse. Coal hoppers, auger pits and underground steam ducts can also be found at most tipple sites and are sometimes obscured by vegetative growth or rubble accumulation, creating a trap-like situation.

## ***Toxic Substances***

Industrial chemicals and other harmful substances occasionally have been found at abandoned mine sites. Coal oil, abandoned transformers containing PCB's and asbestos insulation in tipple buildings are not uncommon. Abandoned mine sites also attract illegal dumping of other substances not related to the mining operation, but equally as dangerous. Workers should consider any unknown substance to be potentially harmful until determined to be otherwise.

## ***Safety Precautions***

As with any construction site, standard safety precautions required by the Occupational Safety and Health Administration (OSHA) should be strictly followed when performing reclamation work. These include, but are not limited to, wearing hard hats, safety glasses and steel-toed boots. Be aware of any electrical or other cables on site and always take the necessary water safety precautions when working around water impoundments. Always contact J.U.L.I.E. before excavating.

The reclamation of abandoned mines sometimes involves the use of chemicals such as alkali materials and chemical grouts. Always follow the directions provided in the Manufacturer's Safety Data Sheet when handling these and other materials.

Finally, abandoned mine reclamation generally requires the use of bulldozers, pan scrapers, large backhoes, heavy-duty trucks and other heavy equipment. Individual pieces must meet all OSHA standards and must never be operated in a negligent or reckless manner. Individuals on the construction site, whether on foot or in a road vehicle, should always give the heavy equipment operator the right-of-way since visibility is often quite limited.





# Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271  
<http://dnr.state.il.us>

Pat Quinn, Governor  
Marc Miller, Director

## **NOTICE TO BIDDERS**

### 1. **Time and Place of Opening Bids**

Sealed proposals for the reclamation work described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, Springfield, Illinois, until **10:00 o'clock a.m., Friday, June 17, 2011**. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.

### 2. **Description of Work**

The proposed reclamation work is identified and advertised for bids in the Invitation for Bids as:

2LR  
Delta Coal Mining Company East Reclamation Project  
AML-GWmE-1001  
Williamson County

Reclamation of the Delta Coal Mining Company East abandoned mine sites by the Department of Natural Resources using federal Abandoned Mined Lands Funds.

### 3. **Instruction to Bidders**

- (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.
- (b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certifications contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.

### 4. **Award Criteria and Rejection of Bids**

This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Illinois Department of Natural Resources, Office of Mines and Minerals, Division of Abandoned Mined Lands Reclamation in the rules, Invitation for Bids, and contract documents. The issuance of plans and proposal forms for bidding based upon a pre-qualification shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to re-advertise the proposed project, and to waive technicalities.

The award of this contract is also subject to administrative rule 30 CFR 874.16, which states:

*To receive AML funds, every successful bidder for an AML contract must be eligible under 773.12, 773.13 and 773.14 of this Chapter at the time of contract award to receive a permit or provisionally issued permit to conduct surface coal mining operations.*

If you are the successful low bidder on this project you will be required to complete a form entitled AML CONTRACTOR OWNERSHIP AND CONTROL INFORMATION form. The information from this form will be submitted through the automated Applicant/Violator System to determine if any surface coal mining and reclamation operation owned or controlled by either the contractor or by any person who owns or controls the contractor business is currently in violation of the Act, any Federal rule or regulation promulgated pursuant thereto, a State program, or any Federal or State law, rule, or regulation pertaining to air or water environmental protection.

5. **Federal Funding**

Funding of this agreement is contingent upon award and continued availability of federal funding, and State appropriation of such funds.

By Order of the  
Illinois Department of Natural Resources  
Office of Mines and Minerals  
Joe Angleton, Director

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SPECIAL PROVISIONS FOR THE CONSTRUCTION OF:  
Delta Coal Mining Company East Reclamation Project  
Williamson County, Illinois  
AML-GWmE-1001

The "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007 by the Illinois Department of Transportation; as amended and supplemented by the "Supplemental Specifications and Recurring Special Provisions," adopted January 1, 2011 (hereinafter referred to collectively as "Standard Specifications"), are incorporated by reference and made a part of this Contract for the Reclamation of the Delta Coal Mining Company East, Williamson County, AML-GWmE-1001. (The Standard Specifications can be purchased from the Illinois Department of Transportation.)

The following Special Provisions supplement the Standard Specifications, and govern the construction of the Delta Coal Mining Company East Reclamation Project. In the event of conflict between the Special Provisions and the Standard Specifications, the Special Provisions shall take precedence and govern.

In the application of the Standard Specifications to this Contract, references to the Department of Transportation shall be interpreted to mean the Department of Natural Resources; Office of Mines and Minerals; Division of Abandoned Mined Lands Reclamation (Department); except that references to the Department of Transportation within Section 102 - Advertisement, Bidding, Award, and Contract Execution - shall continue to mean the Department of Transportation.

The advertising for Bids, Prequalifications of Bidders, Issuance of Proposals, Proposal Guarantee, and Acceptance and Opening of Bids shall be in accordance with the policies and procedures of the Illinois Department of Transportation. Proposals, Schedule of Prices, Signature Sheet and other bidding or contract requirements as utilized by the Department of Natural Resources; Office of Mines and Minerals; Division of Abandoned Mined Lands Reclamation (Department) shall apply to this contract.

#### DESCRIPTION OF THE PROJECT

This reclamation project provides for the correction of hazardous mine conditions and for the correction of existing mine conditions which adversely affect the surrounding environment. This project consists of work items as described in detail herein, and within the Plans or Plan Documents.

#### LOCATION OF THE PROJECT

The project is located 4 miles Southeast of Crab Orchard in Section 34 of Township 9 South, Range 4 East and Section 3 of Township 10 South, Range 4 East in Williamson County.

#### ABILITY OF CONTRACTOR TO COMPLETE WORK

The Contractor shall be able to provide the necessary equipment and manpower to successfully complete all phases of the contract as described herein.

#### RESPONSIBILITY OF THE CONTRACTOR

It shall be the responsibility of the Contractor to visit the reclamation site in order to become fully acquainted with all the details pertaining to the project. The Contractor shall be responsible for ***obtaining*** any and all permits required ***by local ordinances, state and/or federal laws, and shall be required to become a party to the Department of Natural Resources; Office of Mines and Minerals; Division of Abandoned Mined Lands Reclamation (Department) Storm Water Pollution Prevention Plan, as mandated by the Illinois Environmental Protection Agency General Permit for Storm Water Discharges. Consents for Right of Entry*** from property owners, ***will be*** obtained by the Department.

Any fees required for the procurement of other permits which may be necessary shall be at the expense of the Contractor, not to be reimbursed by the State, but to be considered incidental to the contract.

During the performance of this construction contract, the Contractor shall not enter into any agreement to provide additional work for or at the direction of the owner(s) of the property where the reclamation shall take place, or with the owner(s) of adjacent or nearby property, without the prior written approval of the Department. The Contractor agrees that any additional work to be performed for such owners, after approval by the Department, will not be permitted to interfere with the scheduled operations or planned reclamation results specified for the reclamation project. The Contractor further agrees to indemnify and hold harmless the Department against any and all claims for personal injury or property damage arising out of or occasioned by the additional work.

#### STARTING DATE OF CONTRACT

Work on the project shall commence within 15 calendar days of the execution of the contract. The Contractor shall contact the Department within the 15 day period to schedule a preconstruction conference prior to the beginning of actual construction operations.

#### CONTRACT ENDING DATE

This Contract shall end on or before December 31, 2013 (see also interim progress date below).

#### PROGRESS AND LIQUIDATED DAMAGES

All work shall proceed in accordance with a Progress Schedule as provided in Article 108.02 of the Standard Specifications.

Establishing vegetation is critical to the success of reclamation projects. Seeding must be performed within specified times for optimum chances of success. Failure to complete all prerequisite earthwork, erosion control, *permanent* seeding (or temporary seeding, if approved by the Engineer) *and mulching* by March 15, 2012 shall be considered a material breach of the Contract and the Department may assess liquidated damages immediately upon such failure, and until said work is completed, as provided in Article 108.09 of the Standard Specifications.

All remaining work, including final clean-up, removal of equipment, final inspection, any alterations, repair, remedial or holdover work, reseeding, and submission of the final pay request shall be completed prior to the contract ending date.

#### CONSTRUCTION PROJECT SIGN

A project construction sign will be furnished and installed by the Contractor prior to commencement of work at the site. The location, text and construction details for the sign are shown on the plans. Furnishing, erecting, and removal of the sign shall be the responsibility of the Contractor and considered incidental to the contract.

#### EXISTING PAVEMENTS

Existing on-site roadways may be used for construction traffic. The Contractor shall provide temporary additional roads needed for required construction access, maintain existing roads throughout construction, and restore to original or better condition at completion of work.

#### BASE AND TOPPING MATERIALS

For temporary construction which will be removed when no longer needed for construction purposes, and all affected areas restored to original or better condition at the completion of work, the selection of these materials is at the Contractor's option, unless otherwise specified.

## FIELD ENGINEERING

### Requirements Included:

The Contractor shall provide and pay for all field engineering services required for the project, including:

1. Lay-out and field stake the project's construction limits, unless otherwise specified on the plans, to the satisfaction of the Engineer.
2. Survey work required in execution of the project.
3. Civil, structural or other professional engineering services specified, or required to execute the Contractor's construction methods.

### Survey Reference Points:

Existing basic horizontal and vertical control points for the project are identified on the plans and will be identified by the Engineer for the Contractor's use. The Contractor shall locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.

### Project Survey Requirement:

The Contractor shall use established bench marks on-site as identified on the plans. The Contractor shall establish construction limits, lines and levels, locate and lay-out by instrumentation and similar appropriate means, all site improvements. From time to time, the Engineer shall verify layouts by same methods.

Initial, periodic and final cross-sectioning of borrow areas for payment will be performed by the Engineer.

### Records:

The Contractor shall maintain complete, accurate records, computations and field books of all control and survey work as it progresses. These shall be kept on-site for use of and reference by the Engineer.

### Submittal:

The Contractor shall submit name and address of surveyor or engineer to the Project Engineer.

## OWNER OCCUPANCY

Owners will occupy premises during entire construction period for conduction of their normal operations. The Contractor shall cooperate with Owners in scheduling operations to minimize conflict and to facilitate Owner's usage.

## TEMPORARY CONTROLS

### A. Dust and Mud Control:

The Contractor shall provide positive methods and apply dust control materials to minimize raising dust from construction operations, and provide positive means to prevent air-borne dust from dispersing into the atmosphere.

B. Debris Control:

The Contractor shall initiate and maintain a specific program to prevent accumulation of debris at the construction site, storage and parking areas, or along access roads and haul roads.

C. Pollution Control:

The Contractor shall provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances and sediments from construction operations. ***All projects involving the disturbance of 1 or more acres are covered by NPDES General Permit Number ILR100000, issued by the Illinois Environmental Protection Agency (IEPA) for storm water discharges from construction site activities. The Contractor shall be required to comply with the provisions of the General Permit and must become a party to the Department of Natural Resources; Office of Mines and Minerals; Division of Abandoned Mined Lands Reclamation Storm Water Pollution Prevention Plan (See Sample Document following the Special Provisions).***

***The Contractor shall*** prevent harmful substances, such as acid water, from entering public or private waters. ***If treatment of acid water*** is determined necessary by the Engineer and it is not specified within these special provisions, any water treated will be paid for in accordance with Article 109.04 of the Standard Specifications. The Contractor is liable for restoration of water quality and aquatic life if adversely affected by his/her actions. The Contractor shall maintain all such systems throughout the duration of the project.

The Contractor shall provide systems for control of atmospheric pollutants to prevent toxic concentrations of chemicals; to prevent harmful dispersal of pollutants into the atmosphere; and to comply with all permit requirements that may apply.

The Contractor must notify the Engineer immediately if buried wastes, liquid waste vessels or other potentially harmful materials are encountered. Necessary precautions should be taken to safeguard the area and to protect workers and the public until further directions are provided by the Engineer.

End of SECTION 000

## SECTION 100 - GENERAL REQUIREMENTS AND COVENANTS

### SECTION 101: DEFINITION OF TERMS - (revise and add the following articles as indicated)

Whenever in these specifications or in other contract documents the following terms or pronouns in place of them are used, the intent of meaning shall be interpreted as follows:

#### Article 101.03 Award - (revise as indicated)

The decision of the Department of Natural Resources; Office of Mines and Minerals; Division of Abandoned Mined Lands Reclamation to accept the proposal of the lowest responsible bidder for the work, subject to the execution and approval of a satisfactory contract therefore and bond to secure the performance thereof, and to such other conditions as may be specified or otherwise required by law.

#### Article 101.14 Department - (revise as indicated)

The Department of Natural Resources of the State of Illinois with its principal offices of business at Springfield.

#### Article 101.16 Engineer - (revise as indicated)

The Director of the Department of Natural Resources of the State of Illinois; or his authorized representative limited by the particular duties entrusted to him.

#### Article 101.35 Right of Way - (revise as indicated)

Right of way shall be replaced by construction limits, except when used in conjunction with right of way markers or highways.

#### Article 101.39 Roadway - (revise as indicated)

Roadway shall be replaced by site. Slope limits of embankments will be replaced by proposed lines and grades.

#### Article 101.47 Subgrade - (revise as indicated)

The top surface of the mine refuse upon which the cover soil is placed.

#### Article 101.56 Gob - (add the following)

Coarse textured mine waste material, generally acidic, from a coal cleaning process. This material is composed of rock, shale, pyritic material and varying amounts of coal. The material varies considerably in its moisture content, texture, stable angle of repose and bearing capacity.

#### Article 101.57 Mine Spoil - (add the following)

A mixture of various soil and rock material as a result of the removal of overburden to expose the coal in surface mining. The material varies considerably in its' moisture content, texture, stable angle of repose and bearing capacity.

#### Article 101.58 Slurry - (add the following)

A mixture of coal fines and fine coal waste material resulting from a coal cleaning process. This material is composed of water, silts, clays, pyritic material and coal. The material varies considerably in



its' moisture content, stable angle of repose, shear strength and bearing capacity.

End of Revisions to SECTION 101: DEFINITION OF TERMS

SECTION 102: ADVERTISEMENT, BIDDING, AWARD, AND CONTRACT EXECUTION - (revise the following article as indicated)

Article 102.01 - (add the following)

When the plans or Special Provisions include information pertaining to subsurface exploration, borings, test pits and other preliminary investigation, such information represents only the best knowledge of the Department of Natural Resources as to the location, character or quantity of the materials encountered and is only included for the convenience of the bidder. The Department of Natural Resources assumes no responsibility whatever in respect to the sufficiency or accuracy of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or that unanticipated developments may not occur. All soil information upon which the design was prepared is available for examination by all prospective bidders at the Department of Natural Resources' Springfield or Benton office.

The topographical land features of abandoned coal mine sites have typically been altered or impacted by the mining operations. When mine refuse covers those features, it may be difficult or impossible to discover or estimate the full extent of impacts to the ground surface. The depths and composition of mine refuse, as well as corresponding ground surface characteristics as represented in the Plans, are based upon available information and extrapolations from surrounding land features and deductive reasoning as to the probable techniques employed by the mining operation. The Plan lines that indicate existing conditions do not purport to fully represent minor variations in refuse depth or thickness, or small, hidden pockets of mine refuse. Such conditions encountered, shall not constitute a basis for unit price adjustment or extra compensation.

End of Revisions to SECTION 102

SECTION 104: SCOPE OF WORK - (revise the following article as indicated)

Article 104.07 Value Engineering Proposals - (delete (d.) and replace with following)

(d) Acceptance of the Proposal. If the Value Engineering Proposal is accepted, the changes will be incorporated into the contract through changes in the quantities of unit bid items, new agreed price items or by force account as appropriate. The cost of the revised work will be paid directly as completed. In addition to such payment, the Department will pay the Contractor a Value Engineering Incentive according to the following criteria.

- A = Adjusted cost
- B = Original cost
- C = Department's cost incurred as a result of investigation and application of the proposal

For contracts less than \$1,000,000 in awarded value, the Contractor will be paid as follows:

When the total cumulative value of all Value Engineering Proposals submitted for an individual contract is equal to or less than 1.5% of the awarded contract value, payment will be 0.5 (B-A-C).

When the total cumulative value of all Value Engineering Proposals submitted for an individual contract is greater than 1.5% of the awarded contract value, payment will be 0.65% (B-A-C), for that portion of the cumulative value that exceeds 1.5% of the awarded contract value plus 0.5 (B-A-C), for that portion to and including 1.5%.

For contracts that are at least \$1,000,000 but do not exceed \$5,000,000 in awarded value, the Contractor will be paid as follows:

When the total cumulative value of all Value Engineering Proposals submitted for an individual contract is equal to or less than 2.0% of the awarded contract value, payment will be 0.5 (B-A-C).

When the total cumulative value of all Value Engineering Proposals submitted for an individual contract is greater than 2.0% of the awarded contract value, payment will be 0.65 (B-A-C) for that portion of the cumulative value that exceeds 2.0% of the awarded contract value plus 0.5 (B-A-C), for that portion up to and including 2.0%.

For contracts that exceed \$5,000,000 in awarded value, the Contractor will be paid as follows:

When the total cumulative value of all Value Engineering Proposals submitted for an individual contract is equal to or less than 1.0% of the awarded contract value, payment will be 0.5 (B-A-C).

When the total cumulative value of all Value Engineering Proposals submitted for an individual contract is greater than 1.0% of the awarded contract value, payment will be 0.65 (B-A-C), for that portion of the cumulative value that exceeds 1.0% of the awarded contract value plus 0.5 (B-A-C), for that portion up to and including 1.0%.

End of Revisions to SECTION 104: SCOPE OF WORK

SECTION 107: LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC - (revise and add the following articles as indicated)

Article 107.11 Insurance Requirements for Railroad - Highway Crossing - (add the following)

When work is to be performed within the right-of-way of an active railroad, the Contractor shall provide the following insurance requirements.

Article 107.19 Unexpected Regulated Substances - (revise as indicated)

Delete references to the Response Action Contractor Indemnification Act found in Article 107.19, 6th paragraph. Said Act is not applicable to federally funded abandoned mine reclamation projects. All other provisions of Article 107.19 shall remain in full force and effect.

Article 107.20 Protection and Restoration of Property - (add the following)

If any damages are incurred from the Contractor's operations to any properties outside of the construction limits as shown on the plans, the Contractor shall be responsible for all repairs required to restore the damaged areas to their original condition regardless of the property involved. Any deviations from the limits of the construction area or requirements specified herein shall only be done with written approval of the Engineer pursuant to the following:

1. Written request from the Contractor, due to the limitations of the construction area as it affects his efficiency to complete the contract.
2. If the Engineer deems it necessary to deviate from the construction limits, as provided herein, to improve the work ability of the contract.

Article 107.22 Environmental Review of Proposed Borrow Areas, Use Areas, and/or Waste Areas. (delete and replace with the following)

Proposed borrow areas are to be designated by the Contractor to the Engineer and approved prior to their use. A map showing the location and approximate size limits of the borrow area shall be submitted to the Engineer for approval. The Engineer will consult with the Department to determine if potentially significant cultural and /or biological resources may be present at the site. If the Department determines that potentially significant cultural and/or biological resources may be present, the Contractor shall have the option of choosing another site or paying for additional surveys and testing. Results of the additional surveying and testing will determine if the site may be used or if the Contractor must provide another site. The borrow area shall not be disturbed until the Department has given approval.

Article 107.27 Insurance - (delete and replace with the following)

The Contractor shall obtain and thereafter keep in force the following insurance coverage provided by insurance companies acceptable to the Department and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The Department will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified in this Article. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the contract. Whether stated in this Article or elsewhere, the Department does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.

(a) Workers Compensation and Employers Liability

(1) Workers compensation shall be provided in accordance with the provisions of the Illinois Worker's Compensation Act, as amended. Notwithstanding the rating and financial size categories stated in this Article, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.

(2) Employers Liability

a.	Each Accident	\$500,000
b.	Disease - policy limit	\$500,000
c.	Disease - each employee	\$500,000

(b) Commercial General Liability

Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Contractor; operations of Sub-Contractor's (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per project basis.

(1) General Aggregate Limit	\$2,000,000
(2) Products - Completed Operation Aggregate Limit	\$2,000,000
(3) Each Occurrence Limit	\$1,000,000

The coverage shall provide by an endorsement in the appropriate manner and form, the Department, to its officers, agents and employees shall be named as additional insureds with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the work and operations performed. The Department may accept a separate owner's protective liability policy in lieu of the Department, its officers, and employees being insured on the Contractor's policy.

(c) Owners and Contractor's Protective (OCP) Liability

The Contractor shall provide an OCP policy covering the property owner(s) of the site where the work is to be performed. In the case of multiple owners, all the landowners may be listed as additional insurers on the same policy. If the Contractor chooses to put the Department on an OCP (in lieu of placing the Department as an additional insured on the Commercial General Liability - see (b) above), then the Department should be listed as the insured, with all landowners listed as additional insured(s). The amounts of insurance shall be as follows:

<u>BODILY INJURY LIABILITY</u>	<u>PROPERTY DAMAGE LIABILITY</u>	
Each Occurrence \$1,000,000	Each Occurrence \$500,000	Aggregate \$1,000,000
<b>or</b>		
<u>COMBINED SINGLE LIMIT</u>	\$1,000,000	

The required OCP policy shall contain the following endorsement:

"Each named insured shall be provided full coverage under this policy without regard to the fact that such named insured is not in contractual privity with the Contractor. It is understood that the construction operations are performed for and on behalf of the Department, with the consent of the property owner(s)-insured(s). Coverage under this policy with respect to liability arising out of operations shall not be denied to any named-insured because of his passive relationship to the Contractor".

When any named insured is a corporation, insurance coverage under the OCP policy shall extend to the Corporation, its officers, agents, and employees.

(d) Commercial Automobile Liability

The policy shall cover owned, non-owned and hired vehicles.

Bodily Injury & Property Damage Liability Limit Each Occurrence	\$1,000,000
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(e) Umbrella Liability

Any policy shall provide excess limits over and above the other insurance limits stated in this Article. The Contractor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

When work is to be performed within *railroad right-of-ways*, the requirements of Article 107.11 of the Standard Specifications will also apply.

All insurance shall remain in force during the period covering occurrences happening on or after

the effective date and remaining in effect during performance of the work and at all times thereafter when the Contractor may be correcting, removing or replacing defective work until notification of the date of final inspection. Termination or refusal to renew shall not be made without 30 days prior written notice to the Department by the insured(s) and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

Certified copies of the original policies or certificate(s) of insurance by the insurer(s) issuing the policies and endorsements setting forth the coverage, limits and endorsements shall be filed with the Department before the Department will execute the contract. A certificate of insurance shall include a statement that, "the coverage and limits conform to the minimums required by Article 107.27 of the Standard Specifications for the Road and Bridge Construction". Any exception or deviation shall be brought to the attention of the Department for a ruling of acceptability. In no event shall any failure of the Department to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance.

All costs for insurance as specified herein will be considered as included in the cost of the contract. The Contractor shall, at its own expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from its obligation to indemnify in excess of the coverage in accordance with the contract.

Article 107.31 Contractor's Responsibility for Utility Property and Services - (add the following)

The Contractor shall be responsible for verifying the location of all existing utility lines and shall take care not to damage same. Any damage to utilities during construction shall be repaired by the Contractor at no cost to the State of Illinois. Any utility transfers, relocations or damage repairs shall be considered incidental to the contract.

Article 107.32 Furnishing Right of Way - (change to)

The Department shall secure and provide permission from the property owners for reclamation to be performed.

(Add the following section)

Article 107.37 Limitation on Mechanics Liens

The owners and tenants of private property involved in Abandoned Mined Land (AML) projects are not responsible to the Contractor, nor to any Sub-Contractor, material supplier, operator or laborer for any of the costs or expenses of the reclamation work. AML projects are undertaken pursuant to the Abandoned Mined Lands and Water Reclamation Act for the protection of the public health and safety and/or protection of the environment. Project design, contracting, and payment are the sole responsibility of the Department.

In the event of a contract dispute, the Contractor's remedies shall be limited to those provided in the Contract and to claims or actions to be brought against the Department in the Illinois Court of Claims, pursuant to the Court of Claims Act (Illinois. Rev. Stat 1991, ch. 37, par. 439.1 et. seq.). The Contractor shall not place any mechanics liens against any private property involved in the reclamation project.

Sub-Contractors, material suppliers, operators, and laborers remedies for non-payment include all legal actions against the Contractor, claims and actions brought against the Contractor's surety under the contract performance and payment bond, and claims for "Liens Against Public Funds" as provided in paragraph 23(c) of the Mechanics Lien Act. Sub-Contractors, material suppliers, operators, and laborers

shall have no rights in regard to liens against private property.

The Contractor shall cause the terms of this Special Provision to be included in all subcontracts.

End of Revisions to SECTION 107: LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

SECTION 108: PROSECUTION AND PROGRESS - (revise the following articles as indicated)

Article 108.07 Suspension of Work - (add the following)

The Department hereby makes express provision for any suspensions which may result from disputes with property owners. The Engineer may suspend work for up to ten working days during the contract period without additional compensation to the Contractor, when such suspension is necessary to resolve disputes or problems with property owners. Multiple suspensions, less than ten working days each, shall not exceed ten working days total, without additional compensation.

End of Revisions to SECTION 108: PROSECUTION AND PROGRESS

SECTION 109: MEASUREMENT AND PAYMENT - (revise the following articles as indicated)

Article 109.07 Partial Payments (Add the following after the first paragraph)

The State will deduct from the amount so determined for the first 50 percent of the completed work a sum of ten percent to be retained until after the completion of the entire work to the satisfaction of the Engineer. After 50 percent or more of the work is completed, the Engineer may, at his/her discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five percent of the total adjusted contract price. When the principal items of the work have been satisfactorily completed, a semi-final estimate may be made with the consent of the surety. Payment to the Contractor under such an estimate shall not exceed 90 percent of the amount retained after making partial payments, but in no event shall the amount retained after making the semi-final payment be less than one percent of the adjusted contract price, nor less than \$500.00.

At the request of the Contractor, with approval of the Department, the retainage of the contract set forth in this Article may be deposited under a trust agreement with an Illinois Financial Institution of the Contractor's choice and subject to the approval of the Department. The Contractor shall receive any interest thereon. Pursuant to application by the Contractor, a trust agreement by an Illinois Financial Institution and the Department shall contain, as a minimum, the amount to be deposited subject to the trust, the terms and conditions of payment in case of default of the Contractor, and the termination of the trust agreement upon completion of the contract.

The Contractor shall be responsible for obtaining the written consent of an Illinois Financial Institution trustee and any costs or service fees shall be borne by the Contractor. The trust agreement may, at the discretion of the Department and upon request of the Contractor, become operative at the time of the first partial payment according to existing statutes and Department procedures.

As soon as possible after final inspection, the Department will submit final quantities to the Contractor, will request material certification information from the Contractor, and will act on any time extension requests. At the end of 21 days from such action, if the Contractor has not agreed to final quantities or liquidated damages, or submitted required documentation, the Department may withdraw retained funds from the financial institution. At the end of three months, the Department may proceed with final payment on the basis of measured quantities.

End of Revisions to SECTION 109: MEASUREMENT AND PAYMENT

End of Revisions to SECTION 100: GENERAL REQUIREMENTS AND COVENANTS

## **SECTION 200 - EARTHWORK, LANDSCAPING, EROSION CONTROL**

### **SECTION 201: CLEARING, TREE REMOVAL AND PROTECTION CARE AND REPAIR OF EXISTING PLANT MATERIAL - (revise and add the following as indicated)**

#### **Article 201.01 Description - (add the following)**

- (f) Trash and Debris Removal -- Trash and debris removal shall consist of the removal and disposal of all trash and debris that is within the area to be graded inside the construction limits to an approved landfill off-site.

#### **Article 201.09 Disposal of Materials - (delete and replace with the following)**

This work shall be done in accordance with Article 202.03 of these Special Provisions.

#### **Article 201.10 Method of Measurement - (delete paragraphs (b) through (d) and replace with the following)**

All Clearing, Tree Removal, Protection of Existing Plant Material, Care of Existing Plant Material and Trash and/or Debris Removal that is necessary to perform the grading work within the construction limits shall be classified as SPECIAL CLEARING and will not be measured for payment. Any of these items associated within the designated areas of Special Excavation shall not be considered here, but shall be covered under Section 214 - Special Excavation.

Clearing all trees from the East Site and marked trees from the Road Site may only occur from October 1 to March 31.

Any special areas of trees within the construction limits to be preserved will be specified in the plans and shall not be removed unless approved by the Engineer.

All trees outside the construction limits shall not be disturbed.

#### **Article 201.11 Basis of Payment - (delete paragraphs (b) through (d) and replace with the following)**

All Tree Removal, Protection of Existing Plant Material, Care of Existing Plant Material and Trash/Debris Removal within the construction limits shall be paid for at the contract lump sum price for SPECIAL CLEARING. No payment for any of the items associated within the limits of Special Excavation will be made. Payment for those shall be in accordance with Section 214 - SPECIAL EXCAVATION.

End of Revisions to SECTION 201: CLEARING, TREE REMOVAL AND PROTECTION CARE AND REPAIR OF EXISTING PLANT MATERIAL

### **SECTION 202: EARTH AND ROCK EXCAVATION - (delete entire section and replace with the following)**

### **SECTION 202: ABANDONED MINE SITE EXCAVATION**

#### **Article 202.01 Description**

Abandoned mine site excavation shall consist of the excavation, removal and satisfactory disposal of materials taken from within the construction limits for the reshaping and disposal of mine refuse; the

covering of mine refuse with soil; the construction of embankments, ditches, waterways, entrances, field roads and incidental work.

### Construction Requirements

#### Article 202.02 Clearing, Tree Removal, Hedge Removal

Prior to starting excavation operations in any area, all clearing, tree removal, hedge removal and trash and debris removal in that area shall be performed according to Section 201 - Clearing, Tree Removal, and Protection, Care and Repair of Existing Plant Material.

#### Article 202.03 Removal and Disposal of Surplus, Unstable and Unsuitable Materials and Organic Waste

The Contractor, at his/her own expense, shall dispose of all surplus, unstable and unsuitable materials, including those which result from the work included in Section 201 and 501 of these Special Provisions, and Section 440 of the Standard Specifications in such a manner that public or private property will not be damaged or endangered.

Whenever possible, stones and boulders naturally occurring within the construction limits shall be placed in fills or embankments in layers and compacted, in accordance with Section 205 of these Special Provisions. Broken concrete without protruding metal bars, bricks, rock, stone, or uncontaminated dirt or sand generated from construction or demolition activities may be used in embankment or in fill. These materials shall be placed as approved by the Engineer; shall be compacted to the satisfaction of the Engineer; shall be buried under a minimum of 900 millimeters (3 feet) below finished grade unless specified otherwise in the plans (except when the materials include only uncontaminated dirt and sand); and shall not create an unsightly appearance or detract from the natural topographic features of an area. Broken concrete without protruding metals bars, bricks, rock, or stone may be used as riprap as approved by the Engineer. If the materials are used for fill in locations within the mine site but outside project construction limits the Contractor must specify to the Engineer, in writing, how the landscape restoration of the fill areas will be accomplished. Placement of fill in such areas shall not commence until the Contractor's landscape restoration plan is approved by the Engineer.

Aside from broken concrete without protruding metal bars, bricks, rock, stone, or uncontaminated dirt or sand used in embankment, for fill, or for riprap, as appropriate, all other construction and demolition debris or waste shall either be disposed of in a licensed landfill, or recycled, reused, or otherwise disposed of as allowed by State or federal solid waste disposal laws and regulations and solid waste determinations of the Illinois Environmental Protection Agency (IEPA).

Organic waste originating within the construction limits on the East site may be left on-site for use by the landowner, stockpiled for use as wildlife habitat, as determined by the Engineer, in locations designated by the Engineer. At the Road site, all cleared trees, brush, and organic waste shall be removed from the site and/or disposed of as allowed by state or federal laws and regulations and waste determinations of the Illinois Environmental protection agency (IEPA). If required, a permit shall be obtained from IEPA and made available to the Engineer prior to open burning of construction or demolition debris available to the Engineer. All cleared trees, brush and organic waste shall be removed in such a manner and with such equipment that property will not be damaged or endangered. In particular, the removal shall result in minimum impact to surrounding areas and shall not impact buildings, utilities, roads and fences. Trees, brush and organic waste may be thoroughly burned on the property from which they originated, and the remaining ashes buried. Should the contractor choose to burn any organic material, they shall be responsible for obtaining any required permits. The contractor is responsible for compliance with all regulations, permit requirements, and local burning restrictions.

When specified, surplus excavated material, including excavated stable and suitable material from special excavation, sewer trenches or other underground construction, shall be used to increase soil



cover thickness, construct embankments, flatten slopes, or be disposed of otherwise within the project construction limits as approved by the Engineer. Surplus excavated material shall not be disposed of by the Contractor outside of the construction limits.

All unstable and unsuitable material, including excavated material from special excavation, sewer trenches, or other underground construction shall be excavated or removed and replaced with material acceptable to the Engineer. Unstable and unsuitable material shall not be used in embankments. If unsuitable material is present at or below the finished grade, it shall be removed and replaced with suitable material, in accordance with Articles 205.04 and 205.05 of these Special Provisions. Unsuitable material shall be placed or disposed of by the Contractor at his/her own expense outside of the construction limits as specified herein.

#### Article 202.04 Grading the Site

The Contractor shall excavate earth materials to the lines, grade, cross-sections and elevations shown on the plans or designated by the Engineer. Mine Refuse shall be graded, hauled to, and/or incorporated into the configuration as shown on the plans. Cover material shall be graded, excavated, hauled, and/or placed to the configuration as shown on the plans. Cover material shall be uniformly spread in layers not to exceed nine inches individually to the total depth specified in the plans. All mine refuse, grading, and/or excavation shall be completed prior to applying cover material.

The mine refuse is to be excavated to the lines, grade, cross-sections and elevations shown on the plans or designated by the Engineer. If mine refuse remains below those lines, grade, cross-sections and elevations and was not specified for soil cover on the plans or by the Engineer, then after receiving written approval of the Engineer the Contractor shall excavate the remaining mine refuse to a depth of two feet below the adjacent proposed grade or to soil, whichever occurs first. The area affected by the additional mine refuse excavation shall be backfilled with soil to original plan proposed grade or to the lines, grades, elevations specified by the Engineer. All additional mine refuse excavation and earth excavation necessary due to encountering these conditions will be paid for at the contract unit price for Mine Refuse Excavation and Earth Excavation as described herein.

#### Article 202.05 Classification

Abandoned mine site excavation shall be classified as mine refuse excavation or earth excavation.

Mine Refuse Excavation - All excavation of mine refuse materials as defined by Articles 101.56 and 101.58 of these Special Provisions.

Earth Excavation - Excavation of any earth materials except mine refuse as defined in Articles 101.56 and 101.58 of these Special Provisions.

#### Article 202.06 Construction of Ditches and Waterways

Ditches and waterways shall be constructed and maintained to the lines, grades and cross-sections shown on the plans. Ditches and waterways so constructed shall be kept free from debris until acceptance. All suitable materials excavated from inlet, outlet and intercepting ditches, and waterways within the construction limits shall be used for cover soil as far as practicable. Roots, stumps and other objectionable material in the slopes or bottoms of ditches shall be removed and the holes backfilled with suitable material.

#### Article 202.07 Drainage

The site shall be maintained so that it will be well drained at all times. If, during the prosecution of the

work, it is necessary to interrupt existing sewer or under drainage, temporary drainage facilities shall be provided until the permanent drainage work has been completed. Such temporary drainage facilities will be paid for in accordance with the Provisions of Article 109.04 of the Standard Specifications, unless otherwise provided for in the contract.

The Contractor shall be responsible for, and shall take all necessary precautions to preserve and protect all existing tile drains, sewers and other sub-surface drains or parts thereof which may be affected by his operations, and which may be continued in use without change. He shall repair, at his own expense, any and all damage to such drainage facilities resulting from negligence on his part.

Article 202.08 Method of Measurement

(a) Contract Quantities:

When the project is constructed essentially to the lines, grades or dimensions shown on the plans and the Contractor and the Engineer have agreed in writing that the plan quantities are accurate, no further measurement will be required and payment will be made for the quantities shown in the contract for the various items involved except that if errors are discovered after work has been started, appropriate adjustments will be made.

When the plans have been altered or when disagreement exists between the Contractor and the Engineer as to the accuracy of the plan quantities, either party shall, before any work is started which would affect the measurement, have the right to request in writing and thereby cause the quantities involved to be measured as hereinafter specified.

(b) Measured Quantities:

Mine Refuse Excavation and Earth Excavation will be measured in its original position, and the volume in cubic meters (cubic yards) computed by the method of average end areas. The volume of any unstable or unsuitable material removed, and the volume of the replacement material, will both be measured for payment in cubic meters (cubic yards).

Excavated material used for purposes other than designated in the Specifications, and material excavated beyond slope lines, will not be measured for payment.

Article 202.09 Basis of Payment

Mine site excavation will be paid for at the contract unit prices per cubic meters (cubic yards) for MINE REFUSE EXCAVATION, and EARTH EXCAVATION, measured as specified herein, which prices shall include payment for other items incidental to the work included under the general heading of Earthwork for which no payment item is included in the contract.

End of Revisions to SECTION 202: ABANDONED MINE SITE EXCAVATION

SECTION 205: EMBANKMENT - (delete entire section and replace with following)

SECTION 205: MINE SITE COMPACTION

Article 205.01 Description

This work shall consist of the compaction of earth fill area(s) or mine refuse disposal area(s) and cover soil by depositing, placing and compacting mine refuse and earth fill areas and all cover soil over mine

refuse except the top 300 millimeters (12 inches) of cover soil.

Article 205.02 Equipment

Equipment shall meet the requirements of the following Articles of Section 1100 - Equipment:

	<u>Item</u>	<u>Article</u>
(a)	Disk Harrow	1101.02
(b)	Tamping-Type Roller shall consist of one or more cylindrical sections having studs or feet projecting not less than 162.5 millimeters (six and one-half inches) from the surface of the drum. The number of tamping feet and the area of feet shall be such that the pressure on a single row of feet approximately parallel to the axis of the drum is not less than 1.38 kPa (200 p.s.i.) when supporting the full weight of the roller.	

Article 205.03 Preparation of the Subgrade

Before fill material is placed, all clearing, tree removal and hedge removal over the fill area shall be performed as provided in Section 201 of the Special Provisions, and the top 150 millimeter (six inches) of the existing ground surface shall be disked and then compacted to the satisfaction of the Engineer. If the fill areas are being constructed during the winter, snow and ice shall be removed from the areas to be covered by fill material. Fill material shall not be placed on frozen earth. When construction is resumed after any winter shutdown period, the top 200 millimeters (eight inches) of all partially completed fill areas shall be reprocessed and compacted to the minimum specified density prior to placing more fill material in the areas.

When earth fill area(s) are to be constructed on hillsides or slopes, the existing slopes shall be plowed deeply; or if additional precautions for binding the fill materials together are justified, steps shall be cut into the existing slopes before the construction of the fill area is started. If the existing surface is within 150 millimeters (six inches) of the elevation of the subgrade or the completed earth surface, it shall be plowed or otherwise broken up to a depth of not less than 150 millimeters (six inches).

The subgrade shall then be compacted with a roller until the tamping feet of the roller penetrate not more than 50 millimeters (two inches) into the subgrade or to the satisfaction of the Engineer.

Article 205.04 Placing Earth Cover Material

Fill material shall be placed in accordance with the following requirements:

- (a) General. Fill areas shall be constructed of materials that will compact and develop a stability satisfactory to the Engineer. No sod, frozen material or any material which, by decay or otherwise, might cause settlement, shall be placed or allowed to remain in the fill areas. Fill areas shall be constructed to the height and width deemed necessary to provide for shrinkage during compaction. Upon completion, they shall conform to the lines, grades and cross sections shown on the plans, with proper provision for shrinkage. When mine refuse disposal areas are constructed of crushed material, broken concrete, stones, or rocks and earth, such materials shall be well distributed, and sufficient earth or other fine material shall be incorporated with them when they are deposited to fill the interstices and provide solid embankment. No rock, stones or broken concrete more than 150 millimeters (six inches) in largest dimension shall be permitted within a vertical distance of 300 millimeters (12 inches) below the surface of the subgrade.

Pieces of concrete, not exceeding two square feet for any area of surface, and large rocks and boulders may be placed in fills without being broken up, provided they are well embedded, and

interstices filled with smaller pieces or smaller material in a manner to give a density satisfactory to the Engineer. The layers of the smaller pieces or smaller material shall not exceed 300 millimeters (12 inches) in depth.

So far as practicable, each layer of material shall extend the entire length and width of the mine refuse disposal area. The material shall be leveled by means of bulldozers, blade graders or other equipment approved by the Engineer. Each layer shall be not more than nine inches thick when in loose condition, shall be uniform in cross section, and shall be thoroughly compacted before the next layer is started.

The use of dragline excavators or similar equipment which excavate and deposit material in large unit masses will not be permitted, unless all materials excavated in this manner are spread as provided herein and compacted as required in Article 205.05 of these Special Provisions, or as directed by the Engineer.

When shown in the plans, INCORPORATION - LIMESTONE shall be performed in accordance with Section 255 of these Special Provisions. Each lift shall then be compacted with a roller until the tamping feet of the roller penetrate not more than 50 millimeters (two inches) into the lift or to the satisfaction of the Engineer.

#### Article 205.05 Compaction

Each layer of mine refuse or earth fill material shall be disked sufficiently to break down oversized clods, mix the different materials, secure a uniform moisture content, and ensure uniform density and compaction. Disking may be omitted if the fill consists of non-cohesive material.

All lifts of earth fill or mine refuse will be considered compacted when the tamping feet of the roller penetrates not more than three inches into a nine-inch lift or one-third of the depth of the layer being placed. If, after making four passes the required compaction is not yet achieved, the Engineer shall take necessary steps to analyze and test the soil conditions. If tests indicate that the material is above 115 percent or below 90 percent of the standard optimum moisture content then the material shall be dried or wetted as necessary to fall within this range. The layer shall then be recompacted until the desirable results are obtained or an additional four passes are made. If the material is determined to be within the specified optimum moisture content range and four passes have been made, no further compaction efforts are necessary.

All lifts of cover soil shall be compacted except the top 300 millimeters (12 inches). Compaction will not be required on the top 300 millimeters (12 inches) of cover soil.

The fill areas shall be sprinkled with water when it is necessary to increase the moisture content of the soil to permit the fill areas to be constructed to the densities indicated above.

Compacting equipment and compacting operations shall be coordinated with the rate of placing the earth materials so that the required density is obtained.

#### Article 205.06 Maintaining and Trimming Embankments

The Contractor shall replace, at his own expenses, any portions of the fill areas which have been damaged or displaced by reason of carelessness or negligence on his part. After the fill areas have been constructed as specified herein, their sides shall be trimmed to the proper slopes where required, and they shall be maintained by the Contractor to the proper elevation and cross-section until they have been accepted.

Article 205.07 Method of Measurement

Mechanical compaction will not be measured for payment.

Article 205.08 Basis of Payment

Compaction and any additive or water applied will not be paid for directly, but shall be considered as incidental to the various items of excavation, and the cost of their construction shall be included in the unit prices for these items.

End of Revisions to SECTION 205: MINE SITE COMPACTION

SECTION 216: EMBANKMENT OPENING SEALING - (add this section)

Article 216.01 Description

This shall include furnishing all labor, materials, equipment, and services to properly seal the embankment opening(s) as specified in the plans.

Article 216.02 Material

Material for sealing the embankment openings shall meet the following material requirements descriptions or Articles in the Standard Specifications:

	<u>Item</u>	<u>Article</u>
(a)	Fine Aggregates	1003.01
(b)	Coarse Aggregates, Class C	1004.01
(c)	Filter Fabric Material	1080.03
(d)	Riprap, Class C	1005.01
(e)	Class SI Concrete	1020
(f)	Polyvinyl Chloride (PVC) Pipe	1040.10
(g)	Polyethylene	

The Polyethylene Layer shall be 10 mil thickness and waterproof.

(h)	Concrete Grout	
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Concrete Grout shall be one part cement to three parts sand (no gravel) - 9 Sack Portland Cement Mixture.

(i)	Earth	
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This material shall be soil excavated on-site as specified in the plans and approved by the Engineer. If none is available on-site, the soil material may come from an off-site source and must be approved by the Engineer. This may include material excavated from the shaft that has

been approved by the Engineer as suitable fill.

(j) Shot Rock

Shot rock shall be stone quarried from undisturbed, consolidated deposits of rock reasonably free of shale and shaly stone. The ledges shall be sufficiently thick to produce the desired dimensions. The stone shall be reasonably free of lamination, seams, cracks and other structural defects or imperfections tending to destroy its resistance to weather. Field stone or boulders will not be accepted.

Gradation. The stone for Shaft Fill Material - Type C shall have a maximum thickness of 750 millimeters (30 inches) measured in any direction. Fifty percent of the material shall weigh 27.2 kilograms (60 pounds) or more per piece. Not more than ten percent shall weigh less than three pounds per piece.

(k) Rubble

This material shall be defined as structure rubble or stone ranging in size from 600 to 900 millimeters (24 to 36 inches) in any direction. Structure rubble may consist of broken concrete, brick, or stone as designated in the plans and must be approved by the Engineer.

Article 216.03 Submittal and Notification

The Contractor shall notify the Engineer at least three days in advance of clearing the embankment faces, thereby determining the sealing locations. The Contractor shall provide the Engineer with all weight tickets, letters of installation of fill material.

Article 216.04 Construction Requirements

- (a) Any water pumped or discharged from within the embankment openings shall be tested and treated, if necessary, to meet IEPA Mine Pollution Discharge Standards.
- (b) Open holes or voids shall not remain unprotected overnight, weekends, holidays, or any other time when work is not in progress. It shall be the Contractor's responsibility to properly secure from entry any portion of the work remaining at the end of a work day.
- (c) Sealing operations shall be a continuous procedure in accordance with the fill type materials as specified in the plans, and shall be placed to the Engineer's satisfaction.
- (d) If cement grout is specified on the plans, it shall be evenly distributed within the opening, after the filling is complete at the location as shown on the plans the cement grout shall be allowed (2) two days to cure before placing the remaining fill materials. During this time the Contractor shall secure the area with temporary fencing and direct all surface drainage away from the opening.
- (e) After filling as specified on the plans, polyethylene fabric shall be installed over the openings. Placement shall be in accordance with Section 282.05 except sewing is not allowed. Securing shall be in accordance with Section 282.06 except pins shall only be placed around the outer edges of the layer.
- (f) The Engineer reserves the right to increase or decrease any or all quantities required for this project. If additional materials are needed, they will be paid for at the contract unit prices as specified, which cost shall include transportation and handling.

Article 216.05 Method of Measurement

Stone Fill materials will be measured for payment in metric ton (ton) of Shot Rock, Riprap, Coarse Aggregate, or Fine Aggregate Fill as specified herein. Measurement shall be on weight tickets or receipts provided to the Engineer.

Cement grout will be measured for payment in cubic yard of Cement Grout as specified herein. Measurement shall be on weight ticket or receipts provided to the Engineer.

The concrete plugs will be measured for payment in cubic meter (cubic yards).

Polyvinyl Chloride (PVC) Pipe will be measured for payment in lineal meter (feet).

No measurement will be made for Rubble-fill or Earth Fill.

Polyethylene will be measured for payment in square meter (square yard) in accordance with Article 282.08 of the Standard Specifications for Filter Fabric.

No measurement will be made for any treatment and/or discharge of water from the mine openings. This shall be considered incidental to filling the mine openings but included in the contract unit prices for shaft fill material.

Concrete caps will be measured for payment in cubic meter (cubic yard) in accordance with Article 425.11 of these Special Provisions.

#### Article 216.06 Basis of Payment

No separate payment will be made for any pumping and/or discharge of water from the mine openings.

Stone fill materials will be paid for at the contract unit price per metric ton (ton) as specified herein for SHOT ROCK FILL, FA FILL, COARSE AGGREGATE FILL and RIPRAP FILL of the class (stone quality and gradation) specified.

Polyethylene will be paid for at the contract unit price per square meter (yard) for POLYETHYLENE in accordance with Article 282.09 of the Standard Specifications.

Cement grout will be paid for at the contract unit price per cubic yard of CEMENT GROUT.

Rubble-Fill will not be paid for directly, but shall be considered as incidental to REMOVAL OF EXISTING STRUCTURE, Section 501 of these Special Provisions, and the cost of this work shall be included in the unit price for that item.

Earth-Fill will not be paid for directly, but shall be considered as incidental to EARTH EXCAVATION or SPECIAL EXCAVATION, Sections 202 & 214 of these Special Provisions, and the cost of this work shall be included in the unit price for those items.

Concrete plugs will be paid for at the contract unit price per cubic meter (cubic yard) for CLASS SI CONCRETE PLUG.

The Polyvinyl Chloride (PVC) Pipe will be paid for at the contract unit price per lineal meter (foot) of 8" DIAMETER (PVC) PIPE.

End of SECTION 216: EMBANKMENT OPENING SEALING

SECTION 250: SEEDING - (revise the following articles as indicated)

Article 250.02 Materials - (revise Article 1081.04 of the Standard Specifications as indicated)

- (a) Sampling and Testing. Each lot of seed, or seed mixture, except Prairie Forbs, furnished shall be tested by a State Department of Agriculture (including other states), or by land grant college or university agricultural sections, or by a Registered Seed Technologist. The seed sample shall be sent directly from the dealer to the place of testing. The cost of this testing shall be included in the unit bid price.

All seeds shall comply with the requirements of the U.S. Department of Agriculture Consumer and Marketing Service, Rules and Regulations under the Federal Seed Act of August 9, 1939, issued March 1940, reprinted with amendments April 1968, or any current revisions.

Acceptance of seeds furnished under this Specification will be based on receipt and approval of a certification covering tests from each lot of seed. Certification shall consist of test reports showing the required test results of lots corresponding to the shipment and signed by the responsible personnel of a State seed laboratory or college or university seed testing section or a Registered Seed Technologist. A Registered Seed Technologist shall verify his/her signature with his/her Society of Commercial Technologists' seal.

The sample must be tested within 30 days of scheduled seeding. Test reports shall provide or include the following information at a minimum:

- |                                       |   |
|---------------------------------------|---|
| (1) Name of Seed Dealer               | (2) Kind and Variety of Seed                |
| (3) Date of Test                      | (4) Lab Number                              |
| (5) Weight Examined by Grams          | (6) Lot Number                              |
| (7) Pure Seed Crop by Name            | (8) Purity Percentage Analysis              |
| (9) Germination Percentage Analysis   | (10) Hard Seed Percentage Analysis          |
| (11) Other Crop Names and Percentages | (12) Common Weed Names & Percentages        |
| (13) Percentage of Total Inert Matter | (14) Noxious Weeds and Percentages (if any) |

A ten percent (10%) tolerance will be allowed for each specified pure live seed species in the total seed mixture. If test results indicate insufficient pure live seed of any species, additional pure live seed of the same species shall be added prior to seeding, to correct deficiencies to within the ten percent tolerance allowable.

If test results indicate the presence of an Illinois noxious weed, or the seed mixture is found unacceptable by reason of any other defect that in the judgment of the Engineer cannot be corrected, the Contractor shall obtain a new supply of the specified seed mixture. Any areas seeded with an unacceptable seed mixture shall be destroyed, by preparing a new seed bed and reseeding. No additional compensation will be allowed for correcting deficiencies to within the allowable tolerance, for obtaining a new seed supply if required, or for reseeding.

Seeds may be sampled at destination on a random basis and tested for comparison with certification and compliance with the Specifications. If deviations are found, the results will be reviewed to determine whether the material is acceptable for use. Major deviations may result in a requirement that each lot of material from the source in question be sampled, tested and approved by the State Department of Agriculture before further use.

Article 250.03 Equipment - (revise as indicated)

- (e) Spinning Disk Seeders. (change Article 1101.08 (e) of the Standard Specifications to)



When spinning disk seeders are used, the individual seeds comprising the seeding mixture need not be sown separately. A spike-toothed or tine-toothed harrow, approved by the Engineer, must be either be pulled behind the spinning disk seeder by the same equipment in one operation, or pulled by other equipment over all seeded areas on the same day.

- (i) Harrows - Spike Toothed and Tine Toothed.

Spike and tine toothed harrows shall be commercially manufactured harrows designed for light tillage necessary to cover grass and legume seed after these seeds have been broadcast with spinning disk seeders, truck mounted air flow fertilizer/seeder spreaders, and aerial seeders.

- (j) No-Till Seeder.

These seeders shall be commercially manufactured no-till (zero-till) seeders specifically designed for no-till placement of grass and legume seed and shall be approved by the Engineer prior to use.

Article 250.04 Fertilizer and Agricultural Ground Limestone - (change to)

- (a) Prior to the application of fertilizer nutrients and agricultural ground limestone on the soil and/or coal refuse, the Contractor shall notify the Engineer so that the Engineer can sample soil and/or coal refuse, retest and, if necessary, revise the rates for fertilizer and limestone specified on the plans to accommodate actual field conditions.
- (b) Immediately prior to seed bed preparation and seeding, fertilizer nutrients and agricultural ground limestone shall be uniformly spread at the specified rates over the areas designated. Specified rates of agricultural ground limestone and fertilizer nutrients are listed on the plans under Summary of Quantities or Schedule of Seeding, Fertilizer Nutrients, Mulch and Mowing. NOTE: Fertilizer quantities and application rates may be based on two or more applications. Potassium may be required to be applied in split applications.
- (c) When Incorporation - Limestone and Mulch are to be used, as specified in the plans, agricultural ground limestone shall be applied in accordance with Section 256 of the Special Provisions. The fertilizer nutrients and seed mixture shall then be uniformly spread at the rates specified over the incorporated areas and tilled into the soil with the seed mixture by use of a spike toothed or tine toothed harrow as directed by the Engineer.
- (d) No-till (zero-till) Seeding. No-Till (zero-till) seeding will not require seed bed preparation. Agricultural ground limestone shall be applied two weeks (14 days) prior to no-till (zero-till) seeding. Fertilizer nutrients shall be applied two weeks (14 days) after no-till (zero-till) seeding according to the Engineer's discretion. The no-till (zero-till) areas may or may not be mowed prior to or after no-till (zero-till) seeding according to the Engineer's discretion. If the Engineer determines mowing is necessary, it will be measured and paid for according to Articles 250.09 and 250.10, respectively. At no time will the seeder be used as a mulch stabilizer in conjunction with seeding or alone.
- (e) Direct Vegetation. If seed bed preparation is required on direct vegetation areas, agricultural ground limestone and fertilizer nutrients shall be applied prior to seeding and according to these specifications. If seed bed preparation is not required or if the Engineer determines it is impractical, the agricultural ground limestone and fertilizer nutrients shall be applied according to the Engineer's discretion.

Article 250.05 Seed bed Preparation - (delete last paragraph and add the following)

*Seed bed preparation cannot be performed sooner than 14 days prior to seeding.* Seed bed preparation will not be required when no-till seeding or Incorporation - Limestone and Mulch is specified.

Article 250.06 Seeding Methods - (delete all but paragraphs 1 and 2 and add the following)

Harrows that meet the requirements of Article 250.03 (j) of this Special Provision shall be used for light tillage to cover grass and legume seeds, fertilizer and agricultural ground limestone with soil to the satisfaction of the Engineer on the same day the that the seed is sown. A minimum of two passes will be required, one parallel to the slope and one perpendicular to the slope to assure coverage.

Rolling will not be required.

Article 250.07 Seeding Mixtures - (change to)

Article 250.07 Seeding Requirements and Guarantee

(a) Seeding Dates and Seed Mixture for Permanent Seeding.

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Spring seeding dates shall be January 1 to March 15, and fall seeding dates shall be August 20 to September 30 for the following seeding mixes.

Seeding will not be allowed when the wind speed is ten miles per hour or greater. Seed bed preparation may be allowed by the Engineer prior to seeding dates at his discretion.

<u>SEED</u>	<u>VARIETIES</u>	<u>PURE LIVE SEED</u>	
		<u>kg/ha</u>	<u>(LBS./ACRE)</u>
Switch Grass	-	2.24	(2)
Orchard Grass	-	11.21	(10)
Redtop	-	4.48	(4)
Smooth Brome Grass	-	26.90	(24)
Medium Red Clover	e.g. Kenstar	5.60	(5)
Alsike Clover or Ladino Clover or other			
White Clovers	-	11.21	(10)
Alfalfa	-	11.21	(10)
Annual Lespedeza	e.g. Kobe	5.60	(5)
Winter Wheat	-	<u>44.83</u>	<u>(40)</u>
<b>TOTAL</b>		123.28	(110)

Average purity and germination percentages (viable seed for legumes) are from 1948, Yearbook of Agricultural, Grass. Any other product from seed tag percentages of germination times purity, and/or viable seed, will cause the Contractor to adjust his total pounds per acre of seed to sow.

(b) Temporary Seeding. This provision is applicable in the event that the Contractor fails to perform permanent seeding within the dates specified. In that event, temporary seeding shall be required to provide a temporary vegetative cover until the next term of permanent seeding dates. Temporary seeding shall be performed by the Contractor at his own proper cost and expense, at no additional cost to the Department. Prior to temporary seeding, the Engineer shall submit in writing to the Contractor a proposed temporary seeding mixture, specifying the seed varieties and their respective rates on a pound per acre of pure live seed basis. Vegetation resulting from the temporary seeding

shall be destroyed as part of the seed bed preparation for permanent seeding during the next term of permanent seeding dates.

- (c) Reseeding Guarantee. The Contractor is required to guarantee the results of the permanent seeding for one year after the date of seeding. The Engineer will periodically inspect all seeded areas during that year to determine whether or not vegetation has been successfully established. Upon the Engineer's determination that vegetation has been successfully established, the Contractor shall be released from all further obligations. If the Engineer determines that vegetation on any area is unacceptable, the Contractor shall be required to reseed that area during the next term of permanent seeding dates, at the Contractor's own proper cost and expense, and at no additional cost to the Department.

Unacceptability will be based on:

1. Seed test failure (Article 250.02).
  2. Using unacceptable equipment in performing seeding.
  3. Failure to perform seeding as specified; i.e., missing areas during seeding, improper seed bed preparation, etc.
  4. Failure to perform mulching as specified; i.e., applying too much or too light application in some areas, using unacceptable mulch, etc.
- (d) Subsequent Reseeding. Any area reseeded once by the Contractor will be inspected within six (6) months after reseeding to determine if germination has occurred. If subsequent reseedings are required of the same area(s), through no fault of the Contractor, the Contractor shall be compensated for such subsequent reseeding at unit bid prices, or as otherwise agreed upon by the Contractor and the Engineer.

Article 250.08 Selective Mowing Stakes - (delete entire article)

Article 250.09 Method of Measurement - (revise as indicated)

Substitute SEEDING for the various classes of seeding. Seed testing and any temporary seeding or reseeding will not be measured for payment.

Delete all reference to mowing and refer to Section 258 of the Special Provision, if mowing is specified on the plans.

Article 250.10 Basis of Payment - (revise as indicated)

Substitute SEEDING for the various classes of seeding and interseeding. The cost of seed testing and any temporary seeding or reseeding will not be paid for separately, but shall be considered incidental to the cost of SEEDING.

Delete all reference to mowing and refer to Section 258 of the Special Provision, if mowing is specified on the plans.

End of Revisions to SECTION 250: SEEDING

SECTION 253: PLANTING WOODY PLANTS - (revise the following articles as indicated)

Article 253.02 Materials - (add the following to (a) Trees, Shrubs, and Seedlings... Article 1081.01)

- (1) Seedlings shall have a minimum height of 12 inches. Deciduous seedlings shall have a minimum root length of ten inches, and conifers shall have a minimum caliper of 3/16 inch. Deciduous seedlings shall be root and top pruned according to the latest acceptable horticultural practices.
- (2) Seed Mixture: The Contractor shall plant at least six different seedlings from those listed below in the areas specified in the plans. The Engineer shall approve the seedlings selected prior to planting.

Red Oak	Black Cherry	Hawthorn	Sweet Gum
Shingle Oak	Sycamore	Hazelnut	White Oak
White Ash	Pin Oak	Crab Apple	Green Ash
Black Oak	Plum	Silver Maple	European BlackAdler

Article 253.03 Planting Time - (change third paragraph to the following)

Bare root plant material shall be planted only when the air temperature exceeds 4.4°C (40°F).

Article 253.08 Excavation of Plant Holes - (revise first and fourth paragraphs (b))

- (b) Excavation for Seedlings. Holes shall be dug within the staked outline of the planting bed and shall be spaced eight feet center to center in rows spaced 1.8 millimeter (six feet) center to center unless specified otherwise in the plans.

Immediately prior to plant seedlings, the existing grass and weed growth within the planting area shall be cut to a maximum height of 50 millimeter (two inches). On slopes flatter than 3:1, the soil adjacent to the plant row parallel to the contour shall be prepared by cultivating or scalping to remove all grass and weed growth, in a continuous strip not less than 450 millimeters (18 inches) wide or the Contractor may use an herbicide approved by the Engineer. The seedlings shall be planted in the center of this strip.

Article 253.10 Planting Procedures - (delete all of paragraph (1) of (d) Seedling Plants)

Article 253.14 Period of Establishment - (revise as indicated)

Measurement of seedling work will be in conjunction with the final inspection of the project, which shall be within three months of seedling planting. All seedling plants shall be in a live healthy growing condition representative of the species at this time, as determined by the Engineer. Seedling plants and/or portion of seedling units not found in a live, healthy growing condition at the time of final inspection shall be deducted from the contract.

Article 253.15 Plant Care - (delete entire article)

Article 253.16 Method of Measurement - (revise the second sentence)

Seedlings will be measured in units of live, healthy (1,000 plants per unit) plants, in-place, as determined by the Engineer.

End of Revisions to SECTION 253: PLANTING WOODY PLANTS

SECTION 256: INCORPORATION - LIMESTONE - (add this section)

#### Article 256.01 Description

This work shall consist of furnishing, transporting and incorporating Agricultural Ground Limestone as specified herein and as noted on the plans.

#### Article 256.02 Materials

Agricultural Ground Limestone used for treatment of soil enhancement shall meet the requirements of Article 1081.07 of the Standard Specifications.

#### Article 256.03 Equipment

- (a) Agricultural ground limestone/fertilizer spreaders shall be commercial spinning disk seeder/spreader either hand held, tractor mounted, or truck mounted and be specifically designed for spreading agricultural ground limestone or fertilizer.
- (b) Equipment used for incorporating Agricultural Ground Limestone into the upper surface of the soil shall consist of a tractor drawn heavy duty industrial offset disk. Disks shall have the capability of cutting to a minimum depth of 250 millimeters (ten inches) up to a maximum depth of 600 millimeters (24 inches). The minimum diameter of the disks shall be 750 millimeters (30 inches). The offset disk shall consist of two rows, or gangs, of disks set at an angle to each other. Each gang shall have a separate frame and axle assembly. The gangs or rows of disk's angle shall be adjustable for varying conditions.
- (c) All equipment used shall have all its original manufactured parts or specified replacement parts fully operational during all work on this project.
- (d) All equipment and/or accessories must be approved by the Engineer prior to the start of operations.

#### Article 256.04 Construction Requirements

Immediately prior to incorporation into the upper surface of the soil, the Agricultural Ground Limestone shall be uniformly spread at the rates shown on the plans. The Agricultural Ground Limestone shall then be incorporated to a minimum depth of 250 millimeters (ten inches) of the soil with the heavy duty industrial offset disk. Incorporation shall be to the satisfaction of the Engineer (a minimum of two passes required with the last pass parallel to the contours).

#### Article 256.05 Method of Measurement

Incorporation - Limestone will be measured for payment in metric ton (tons) of Agricultural ground limestone incorporated as specified herein. Measurement shall be based on weight tickets or receipts provided to the Engineer.

Agricultural ground limestone will be measured by weight in metric ton (tons) of Agricultural ground limestone having an effective neutralizing value of 67.5 (four-year based, a source correction factor of 1.0). Pay quantity will be computed according to procedures established by the Department. Applied quantity shall be the plan quantity multiplied by the source correction factor. The pay quantity shall be corrected for variations in applied quantity. Payment will not be made for Agricultural ground limestone in excess of 108 percent of the amount specified by the Engineer.

#### Article 256.06 Basis of Payment

Incorporation - Limestone will be paid for at the contract unit price per metric ton (ton) of

INCORPORATION - LIMESTONE.

End of SECTION 256: INCORPORATION - LIMESTONE

SECTION 258: MOWING - (add this section)

Article 258.01 Description

This work shall consist of mowing areas designated by the Engineer and as indicated in the plans.

Article 258.02 Equipment

Mowing equipment shall be one of the following:

- (a) Tractor drawn rotary mower(s)
- (b) Tractor drawn sickle mower(s)
- (c) Tractor drawn flail mower(s)

Article 258.03 Construction Requirements

At time and locations designated by the Engineer, the Contractor shall mow vegetation to a height of not more than 150 millimeters (six inches).

Mowing shall not be permitted when the ground is too wet to properly support the equipment used.

Article 258.04 Method of Measurement

Mowing shall be measured in hectare (acre) of surface area mowed.

Article 258.05 Basis of Payment

This work shall be paid for at the contract unit price per hectare (acre) for MOWING.

End of SECTION 258: MOWING

SECTION 280: TEMPORARY EROSION CONTROL - (revise the following articles as indicated)

Article 280.02 Materials - (add the following)

- (k) Stone for Erosion Protection, Sediment Control and Rockfill.....1005.01

Article 280.03 Construction Requirements - (delete and replace with the following)

Erosion control measures as specified by the plans, indicated by the Storm Water Pollution Prevention Plan, or directed by the Engineer shall be installed on the project site prior to beginning any construction

activities which will potentially create erodible conditions. Erosion control devices shall be in place and approved by the Engineer as to proper placement and installation prior to beginning other work. Erosion control protection for Contractor borrow pits, equipment storage sites, plant sites, haul roads, and other sites shall be installed by the Contractor and approved by the Engineer prior to beginning construction activities at each site.

The Engineer has the authority to limit the surface area of the erodible earth material exposed by clearing and grubbing, excavation, borrow and embankment operations, and to direct the Contractor to provide immediate permanent or temporary erosion control measures upon finding an incidence of non-compliance with the Storm Water Pollution Prevention Plan. The Contractor shall incorporate all permanent erosion control features into the project at the earliest practicable time to minimize the need for temporary controls.

The Contractor is encouraged to carefully plan his/her operation so that final gradework is performed as closely as possible to the seeding dates specified in the contract to minimize the chances of erosion from areas affected by construction.

Areas where construction activities have ceased for more than 14 consecutive days may require site stabilization practices which may include temporary seeding, mulching, or installation of excelsior blanket, straw bales, silt fence, diversion ditches, vegetative buffer strips and/or geotextiles. For purposes of this Section, the end of construction activities on affected land areas is defined as the time when seedbed preparation has been concluded. Site stabilization, if determined necessary by the Engineer, will not be paid for but will be considered incidental to the contract.

In case of repeated failure on the part of the Contractor to take steps prescribed by the Engineer to control erosion, the Engineer reserves the right to employ outside assistance or to use his/her own forces to provide the necessary corrective measures. Such incurred direct costs plus project engineering costs will be charged to the Contractor and deducted from any compensation due, or which may be due under the contract.

Article 280.04 Temporary Erosion Control Systems - (delete sections (a) and (c) and replace with the following)

- (a) Riprap Ditch Checks. This system consists of the construction of riprap ditch checks to alleviate downstream erosion. The ditch checks shall be constructed by depositing and shaping the material as shown in the plans and approved by the Engineer.

Excavation, as shown in the plans, required to protect the existing adjacent slopes shall not be measured for payment and shall be considered incidental to the construction of the riprap ditch check. This excavated material may be graded into the adjacent slopes within the construction limits prior to seeding.

- (c) Outlet Protection. This system consists of aggregate at the downstream end of a pipe to protect against seepage instability. When Outlet Filters are specified, they shall be installed as shown in the plans. The filter shall consist of 1' thickness and be located as shown in the plans. The filter shall consist of material of the size indicated in the plans.

Article 280.06 Method of Measurement - (delete paragraphs (b) and (d) and replace with the following)

- (b) Riprap Ditch Checks. The riprap ditch checks will be measured for payment as individual items and the unit of measurement will be each. If required, the Polyethylene Pipe with a Smooth Interior will be measured for payment in place in feet.
- (d) Outlet Protection. This work will be measured for payment as individual items and the unit of measurement will be each.

Article 280.07 Basis of Payment - (delete paragraph (b) (d) and (h) and replace with the following)

- (b) Riprap Ditch Checks. This work will be paid for at the contract unit price each for RIPRAP DITCH CHECK of the class (stone quality and gradation) specified, regardless of the configurations used. Polyethylene Pipes with a Smooth Interior used in construction of the Riprap Ditch Check will be paid for at the contract unit price per foot for PIPE CULVERT, POLYETHYLENE of the diameter specified.
- (d) Protection of drainage structures from seepage instability will be paid for at the contract unit price per each for OUTLET FILTERS.
- (h) Maintenance. Maintenance of temporary erosion control systems, including repair of various systems, removal of trapped sediment and cleaning of any silt filter fabric, will be considered incidental to the above pay items for the temporary erosion control systems throughout the contract period. The sediment shall be removed as directed by the Engineer and disposed on-site as directed by the Engineer.

End of Revisions to SECTION 280: TEMPORARY EROSION CONTROL

SECTION 286: SPECIAL EXCELSIOR BLANKET - (add this section)

Article 286.01 Description

This shall include all labor, materials, equipment and services necessary for and reasonably incidental to installing special excelsior blanket as shown on the plans and specified herein.

Article 286.02 Materials

For special excelsior blanket reference Article 1081.10(a) of the Standard Specifications except as modified herein:

- (a) Minimum width - 1200 millimeters (48 inches), plus or minus 25 millimeters (one inch).
- (b) Minimum length of roll - approximately 54.9 millimeters (180 feet).
- (c) Weight - 4.4 kg/m<sup>2</sup> (0.9 pounds per square yard), plus or minus ten percent.
- (d) Fiber length - 80 percent shall be 150 millimeters (six inches) or longer.
- (e) Fiber dimension - 0.5 millimeter (.021 inch) x 1 millimeter (.042 inch), plus or minus 25 percent.
- (f) Both sides of each blanket shall be enclosed with a plastic netting, black or green in color, having an approximate minimum opening of 15.6 millimeters (5/8 inch) x 15.6 millimeters (5/8 inch) to an approximate maximum opening of 50 millimeters (2 inches) x 25 millimeter (1 inch).
- (g) Blankets shall be smolder resistant and shall meet the test of no-flame or smolder for more than a distance of 300 millimeter (12 inches) from a spot where a lighted cigarette is placed on the blanket's surface.



- (h) All material shall be new and unused and the length shall be marked on each roll.
- (i) The manufacturer shall furnish a certification with each shipment of special excelsior blanket stating the number of rolls furnished and that the material complies with the requirements of the specifications.
- (j) Reference Article 1081.10(d) of the Standard Specifications for requirements for staples and Article 1081.10(e) for requirements wood stakes to hold the blanket in place.

#### Article 286.03 Construction Requirements

The special excelsior blanket shall be placed at locations shown on the plans and in accordance with Article 251.04 of the Standard Specifications modified as follows:

- (a) **Equipment:**

Equipment may require the use of hand tools to roll out the blanket and tack staples or wooden stakes through the blanket into the soil below.
- (b) **Preparation:**

Areas to receive blanket will be staked by the Engineer once seeding work is completed. Installation of special excelsior blanket will follow within a 24-hour period.
- (c) **Installation:**
  - (1) Special excelsior blanket shall be installed one layer thick and stapled or staked in accordance with Article 251.04 for excelsior blanket of the Standard Specifications, to comply with the varying widths indicated on the plans. The areas to receive special excelsior blanket will not be mulched.
  - (2) This blanket shall be installed parallel to the direction of slope in neat, straight lines or with uniform curvature to the approval of the Engineer.
- (d) **Acceptance/Clean Up:**
  - (1) Seeded/blanketed areas disturbed by the Contractor shall be repaired in accordance with the Standard Specifications and as specified herein, with no additional cost to the contract before the Contractor may request a final inspection of the placement of special excelsior blanket.
  - (2) Upon completion of the work, remove from the job site and legally dispose of all equipment, surplus materials, empty containers and all other debris resulting from these operations. Clean-up shall be completed prior to final payment.

#### Article 286.04 Method of Measurement

The area of the special excelsior blanket will be measured in-place in square meter (square yards) of actual surface area protected.

#### Article 286.05 Basis of Payment

This work will be paid for at the contract unit price per square meter (square yard) for SPECIAL

EXCELSIOR BLANKET measured as specified herein.

End of SECTION 286: SPECIAL EXCELSIOR BLANKET

End of Revisions to SECTION 200: EARTHWORK, LANDSCAPING, EROSION CONTROL

### **SECTION 300 – SUBGRADES, SUBBASES, AND BASE COURSES**

SECTION 358: REPAIR AND PREPARATION OF BASE COURSE - (revise the following articles as indicated)

Article 358.05 Old Bituminous, Brick, and Concrete – (delete entire article)

Article 358.06 Method of Measurement - (delete and replace with the following)

This work will not be measured for payment.

Article 358.07 Basis for Payment - (delete and replace with the following)

The Repair and Preparation Work will not be paid for directly, but shall be considered incidental to the various items of road resurfacing.

End of SECTION 358: REPAIR AND PREPARATION OF BASE COURSE

End of Revisions to SECTION 300: SUBGRADES, SUBBASES, AND BASE COURSES

### **SECTION 500 - STRUCTURES**

SECTION 542: PIPE CULVERTS - (revise and replace the following articles as indicated)

Article 542.10 Method of Measurement – (delete the third and fourth paragraphs and replace with the following)

Excavation and Embankment shall not be measured for payment. Trench backfill and restoring the grade to the road elevation shall not be measured for payment.

Article 542.11 Basis of Payment – (delete the fourth and fifth paragraphs and replace with the following)

Excavation and Embankment shall be considered incidental to the installation of the PIPE CULVERT.

Trench backfill and restoring the grade to the road elevation shall be considered incidental to the installation of the PIPE CULVERT.

End of SECTION 542: PIPE CULVERTS

End of Revisions to SECTION 500: STRUCTURES

### **SECTION 600 - INCIDENTAL CONSTRUCTION**

SECTION 614: DEWATERING IMPOUNDMENTS - (add this section)

Article 614.01 Description

This work shall include furnishing all labor, material, equipment and services necessary for and reasonably incidental to the dewatering of all the impoundments within the construction limits as necessary during the life of the project to execute excavation and filling activities as required to meet proposed site conditions and to neutralize all remaining water at project completion.

Article 614.02 Conditions

Water Quality test results and estimated impoundment volumes are shown on the plans. This information is provided only as a guide and should not be considered to be absolute. Water volumes and quality fluctuate seasonally and may differ at the time of necessary treatment. Furthermore, impoundments may refill and re-acidify if the Contractor does not proceed expeditiously with construction operations. No additional compensation will be allowed for multiple acid water treatments and/or pumping operations that are necessarily caused by the Contractor's inactivity or failure to properly coordinate construction operations. The only adjustment will be made in accordance with Article 614.06 of these Special Provisions.

Article 614.03 Construction Requirements

- (a) The contractor shall submit a detailed plan for each impoundment to be treated and dewatered to the Engineer a minimum of ten (10) working days in advance of that work. The plan shall show clearly the treatment and dewatering systems to be used on each impoundment specified for dewatering. The plan shall contain a listing of all equipment, personnel and material(s) to be used to accomplish the treatment and dewatering per impoundment. Furthermore, the plan shall contain erosion controls, safety plan for staff and the prevention of uncontrolled discharge(s) and chain of command for the operation. No water treatment or dewatering can commence until the plan has been approved by the Engineer.
- (b) All acidic water impoundments shall be neutralized and allowed to settle to meet the following Illinois Environmental Protection Agency's mine effluent discharge standards before being allowed to discharge from the construction limits.

<u>Parameter</u>	<u>Standard</u>
Total Acidity, mg/l CaCO <sub>3</sub>	Shall not exceed total alkalinity
pH	6.0 - 9.0
Total Iron	Shall not exceed 3.5 mg/l
Total Suspended Solids	Shall not exceed 35 mg/l

Additional standards must be met if the type of material used in water treatment has a composition that may be expected to exceed certain other water quality standards or cause damage to aquatic life or habitat.

- (c) The material for neutralizing any acidic impoundments shall be approved by the Engineer prior to treatment. Under no circumstances shall ammonia be used for treatment.

The Contractor shall be responsible for the safety of his employees in handling and applying the neutralizing material.

- (d) Once the Contractor believes the water quality standards have been achieved and dewatering can occur, the Contractor shall notify the Engineer so that water quality tests may be taken. A

minimum of 24 hours will be required to obtain the results following the retrieval of the water samples. The Engineer shall provide the Contractor with these results. Commencement of discharge operations can only occur upon the approval of the Engineer.

- (e) Initially, all water within the impoundment shall be dewatered before grading operations begin. Under no circumstances will breaching of any portion of existing containment embankment(s) be allowed as a method for dewatering a treated impoundment. All discharges from dewatering operations shall be directed to the existing drainageways adjacent to and downstream from the impoundments. Ditches graded for dewatering purposes shall be backfilled, compacted and revegetated.

The dewatering operation shall be performed at a controlled rate which will prevent: (1) downstream flooding; (2) erosion of the existing stream channels; (3) transportation of sediment outside the construction limits; and (4) damage to the aquatic life and its habitat.

- (f) If, for any reason, the impoundments require further dewatering after the initial discharge, the contractor shall follow the previously listed requirements.
- (g) Prior to the completion of this project, the Contractor shall neutralize all water remaining within these impoundments to a pH between 6 and 9.

#### Article 614.04 Approval to Discharge Water

The Contractor shall not discharge water from any impoundment to be dewatered without the approval of the Engineer. The Engineer will give the Contractor approval to discharge only after the water to be discharged has been sampled by the Engineer and it meets the IEPA mine effluent discharge standards as stated herein.

The Engineer shall order the Contractor to terminate the discharge of water any time the quality of water fails to meet those standards or when the Contractor deviates from the approved treatment/dewatering plan.

#### Article 614.05 Method of Measurement

Dewatering the impoundments will not be measured for payment, but will be considered complete when it is done as specified herein and to the satisfaction of the Engineer.

#### Article 614.06 Basis of Payment

This work shall be paid for at the lump sum price for DEWATERING IMPOUNDMENT for each impoundment that is specified to be dewatered in the plans, which price shall include all labor, equipment and materials to perform the work specified herein.

Partial payment of the lump sum amount bid for Dewatering Impoundments will be made in accordance with the following schedule.

- (a) Upon satisfactory completion of initial dewatering, 50 percent of the pay item will be paid.
- (b) Upon satisfactory completion of all earthwork throughout the project, 40 percent of the pay item will be paid.
- (c) Upon satisfactory completion of final neutralization, the remaining 10 percent of the pay item will be paid.

Nothing herein shall be construed to limit or preclude partial payments for other items as provided for by the contract. Multiple acid water treatments and/or pumping operations, as may be required to meet the specification, will not be measured for payment, but considered included in the lump sum price for Dewatering Impoundment.

End of SECTION 614: DEWATERING IMPOUNDMENTS

Section 616: COFFERDAMS - (add this Section)

Article 616.01 Description

This work shall consist of all work necessary to install, maintain and remove a cofferdam(s) and of all work, including all diversions of water, construction of sumps, and pumping, as required to maintain all construction areas free of water for prosecution of all contract work.

Article 616.02 Construction Requirements

The cofferdams shall be sufficient in size to allow construction of all items as proposed. The cofferdams shall be located, designed, constructed, and removed with the Engineer's approval. The Contractor shall provide the detailed plan for the cofferdams to the Engineer prior to construction. Earthen materials may be used for the cofferdams construction.

Water shall be removed from the work areas. Diversion of water and/or pumping may be required. The Contractor shall supply and maintain the pump(s) as deemed necessary to complete the required construction. The existing and proposed culverts may be utilized to dewater the impoundment. However, dewatering rates shall not exceed the rate listed in the plans.

Article 616.03 Method of Measurement

Temporary cofferdams will not be measured for payment, but will be considered complete when done as specified herein and to the satisfaction of the Engineer.

Pumping of impounded water from or around the cofferdams area will not be measured for payment but shall be considered incidental to the cofferdam contract price. Dewatering of the impoundment will not be measured for payment, but shall be considered incidental to the cofferdam contract price.

Article 616.04 Basis of Payment

This work shall be paid for at the lump sum contract unit price for COFFERDAMS. The size and details of the cofferdams shall meet the approval of the Engineer and no extra compensation will be allowed for a cofferdam of excessive size.

End of SECTION 616: COFFERDAMS

SECTION 671: MOBILIZATION - (delete entire section and replace with the following)

Article 671.01 Description

This work shall consist of preparatory work and operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for establishment of offices, buildings and other

facilities necessary for work on the project; and for all other work or operations which must be performed or costs incurred when beginning work on the project.

The amount which a Contractor will receive payment for, in accordance with the following schedule, will be limited to six percent of the total contract bid.

Article 671.02 Basis of Payment

Payment of the lump sum amount bid for this item, not exceeding six percent, will be made in entirety in the first partial payment.

Nothing herein shall be construed to limit or preclude partial payments for other items as provided for by the contract.

End of Revisions to SECTION 671: MOBILIZATION

End of Revisions to SECTION 600: INCIDENTAL CONSTRUCTION

End of SPECIAL PROVISIONS FOR: Delta Coal Mining Company East  
Williamson County, Illinois  
AML-GWmE-1001

## **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)**

Effective: September 1, 2000

Revised: January 1, 2011

**FEDERAL OBLIGATION.** The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

**STATE OBLIGATION.** This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

**CONTRACTOR ASSURANCE.** The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor:

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**OVERALL GOAL SET FOR THE DEPARTMENT.** As a requirement of compliance with 49 CFR part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

**CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR.** This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of

DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 8% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

- (a) The bidder documents that enough DBE participation has been obtained to meet the goal; or
- (b) The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

DBE LOCATOR REFERENCES. Bidders may consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting the Department's web site at [www.dot.il.gov](http://www.dot.il.gov).

BIDDING PROCEDURES. Compliance with this Special Provision is a material bidding requirement. The failure of the bidder to comply will render the bid not responsive.

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:

- (1) The names and addresses of DBE firms that will participate in the contract;



- (2) A description, including pay item numbers, of the work each DBE will perform;
- (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
- (4) DBE Participation Commitment Statements, form SBE 202 5, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
- (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
- (6) If the contract goal is not met, evidence of good faith efforts.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document the good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work performance to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR part 26, Appendix A. The Utilization Plan will not be approved by the Department if the Utilization Plan does not document sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.

- (1) Soliciting through all reasonable and available means (e. g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.  
  
b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.

- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

**CALCULATING DBE PARTICIPATION.** The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR part 26.55(c) on

questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
  - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
  - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
  - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
  - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
  - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

**CONTRACT COMPLIANCE.** Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall

goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal.

- (a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) The Contractor must notify and obtain written approval from the Department's Bureau of Small Business Enterprises prior to replacing a DBE or making any change in the participation of a DBE. Approval for replacement will be granted only if it is demonstrated that the DBE is unable or unwilling to perform. The Contractor must make every good faith effort to find another certified DBE subcontractor to substitute for the original DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the original DBE, to the extent needed to meet the contract goal.
- (c) Any deviation from the DBE condition-of-award or contract specifications must be approved, in writing, by the Department. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract.
- (d) In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
  - (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
  - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or

- (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonably competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted.
- (f) If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (g) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau of Small Business Enterprises and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau of Small Business Enterprises will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.
- (h) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (j) of this part.

- (i) The Department reserves the right to withhold payment to the Contractor or to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (j) Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

80029



# Illinois Department of Transportation

## DBE Participation Statement

Subcontractor Registration Number \_\_\_\_\_

Letting \_\_\_\_\_

### Participation Statement

Item No. \_\_\_\_\_

#### (1) Instructions

Contract No. \_\_\_\_\_

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form.. If additional space is needed complete an additional form for the firm.

#### (2) Work

Pay Item No.	Description	Quantity	Unit Price	Total
Total				

#### (3) Partial Payment Items

For any of the above items which are partial pay items, specifically describe the work and subcontract dollar amount:

#### (4) Commitment

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

\_\_\_\_\_  
Signature for Prime Contractor

\_\_\_\_\_  
Signature for DBE Firm

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

Firm Name \_\_\_\_\_

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

City/State/Zip \_\_\_\_\_

E \_\_\_\_\_

WC \_\_\_\_\_

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under the state and



**(1) Policy**

It is public policy that disadvantageded businesses as defined in 49 CFR Part 26 and the Special Provision shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal or State funds. Consequently the requirements of 49 CFR Part 26 apply to this contract.

**(2) Obligation**

The contractor agrees to ensure that disadvantageded businesses as defined in 49 CFR Part 26 and the Special Provision have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with Federal or State funds. The contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and the Special Provision to ensure that said businesses have the maximum opportunity to compete for and perform under this contract. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts.

**(3) Project and Bid Identification**

Complete the following information concerning the project and bid:

Route \_\_\_\_\_

Section \_\_\_\_\_

Project \_\_\_\_\_

County \_\_\_\_\_

Letting Date \_\_\_\_\_

Contract No. \_\_\_\_\_

Letting Item No. \_\_\_\_\_

Total Bid \_\_\_\_\_

Contract DBE Goal \_\_\_\_\_ (Percent) \_\_\_\_\_ (Dollar Amount)

**(4) Assurance**

I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure the Department that on this project my company : (check one)

- Meets or exceeds contract award goals and has provided documented participation as follows:  
Disadvantaged Business Participation \_\_\_\_\_ percent

Attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

- Failed to meet contract award goals and has included good faith effort documentation to meet the goals and that my company has provided participation as follows:

Disadvantaged Business Participation \_\_\_\_\_ percent

The contract goals should be accordingly modified or waived. Attached is all information required by the Special Provision in support of this request including good faith effort. Also attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

\_\_\_\_\_  
Company

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

The "as read" Low Bidder is required to comply with the Special Provision.

Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision.

Bureau of Small Business Enterprises      **Local Let Projects**  
2300 South Dirksen Parkway                      Submit forms to the  
Springfield, Illinois 62764                      Local Agency

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the purpose as outlined under State and Federal law. Disclosure of this information is **REQUIRED**. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Manager Center.

# “SAMPLE DOCUMENT”

ILLINOIS DEPARTMENT OF NATURAL RESOURCES  
OFFICE OF MINES AND MINERALS  
DIVISION OF ABANDONED MINED LANDS RECLAMATION (DNR)  
STORM WATER POLLUTION PREVENTION PLAN CERTIFICATE

Project Name: \_\_\_\_\_

Project Number: \_\_\_\_\_ Construction Acreage: \_\_\_\_\_

County: \_\_\_\_\_ Section(s): \_\_\_\_\_ Twnshp: \_\_\_\_\_ Range: \_\_\_\_\_

The plans and specifications have been prepared to comply with the provisions of the NPDES Permit Number ILR100000, issued by the Illinois Environmental Protection Agency (*IEPA*) for storm water discharges from Construction Site Activities. **This General Permit is applicable to all reclamation sites resulting in the disturbance of one or more acres total land area.**

## **Background**

This project is being conducted in order to either restore abandoned lands to productive use, to protect the health, safety and general welfare of the people, to correct and prevent soil erosion, stream pollution, water, air, and land pollution, and/or other injurious effects to persons, property, wildlife and natural resources. It is recognized that the DNR and the IEPA are committed to ensuring that abandoned mine reclamation activities in Illinois are conducted in such manner so as to minimize, to the fullest extent practicable, any further adverse impact to the public's health, safety and/or the environment. It is hereby recognized that this site may exist in a state of non-compliance with or in violation of, the provisions of the Environmental Protection Act and/or the Pollution Control Board's Rules and Regulations. It is further recognized and agreed that the DNR and its Contractor(s) do not assume the responsibilities for the pre-existing pollutional sources. It shall be the objective of all parties that offsite pollution shall be controlled to the maximum extent practicable, throughout the course of this reclamation project.

## **Controls**

The plans and specifications for the above-mentioned project, together with all attachments and documents incorporated therein by reference, comprise the storm water pollution prevention plan as required by the General Permit. The following items highlight the critical components of the storm water pollution prevention plan developed for this construction site and covered by this permit:

- 1) The construction limits, grading plan, erosion and sediment controls and storm water management controls as shown in the Project Plans;
- 2) The prerequisite earthwork, erosion control, seeding and mulching date as specified under PROGRESS AND LIQUIDATED DAMAGES of the Special Provisions;
- 3) Article 108.02 Progress Schedule, of the Special Provisions which requires submittal of the progress schedule by the contractor prior to the preconstruction meeting;
- 4) The Acid Water Treatment and/or Dewatering Impoundments Sections (*when required*) as detailed in the Special Provisions;
- 5) The Seeding, Erosion and Sediment Control, Special Excelsior Blanket and Riprap Sections as detailed in the Special Provisions, including other sections which relate to the establishment of vegetation, erosion control, and storm water pollution prevention;
- 6) The TEMPORARY CONTROLS, described in the Special Provisions, especially paragraph C, Pollution Control,

# “SAMPLE DOCUMENT”

which states that the Contractor shall provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances and sediments from construction operations. This section incorporates the requirements of the General Permit for storm water discharges;

- 7) Controls shall be implemented to ensure that solid waste materials are not carried by storm water into the receiving streams; and
- 8) Site Inspections by the Engineer or Project Manager will be conducted to ensure that the proper storm water pollution controls are in place and operating correctly. The disturbed areas will be inspected for evidence of, or the potential for, pollutants entering the drainage system. Should the inspection reveal inadequate or ineffective measures in preventing storm water pollutants entering the drainage system, the Project Manager will discuss these findings with the Contractor. The Contractor and the Project Manager shall establish the revised or additional control measures determined necessary and appropriate, and the timetable for implementation. The Project Manager shall document on the Inspection Report major observations relating to the implementation of this storm water pollution prevention plan, discussions with the Contractor with regard to this plan and any specific changes to the plan.

If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Project Manager or Resident Technician shall complete and file an "Incidence of Non-Compliance" (*ION*) report for the identified violation. The Project Manager or Resident Technician shall use forms provided by the Illinois Environmental Protection Agency and shall include specific information on the cause of non-compliance, actions which were taken to prevent any further causes of non-compliance, and a statement detailing any environmental impact which may have resulted from the non-compliance. All reports of non-compliance shall be signed by the DNR Supervisor of Project Management. The report of non-compliance shall be mailed to the Illinois Environmental Protection Agency within 5 (five) days of the observance of the non-compliance.

NPDES PERMIT No. ILR100000  
Storm Water Pollution Prevention Plan  
Certifications

Project Name: \_\_\_\_\_

Project Number: \_\_\_\_\_

The Storm Water Pollution Prevention Plan was presented and discussed at the Preconstruction Meeting held on

\_\_\_\_\_. Project Manager: \_\_\_\_\_

I certify under penalty of law that the plans and specifications and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

# “SAMPLE DOCUMENT”

\_\_\_\_\_  
Supervisor of Project Management  
Division of Abandoned Mined Lands Reclamation

\_\_\_\_\_  
Date

I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit (ILR100000) that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

\_\_\_\_\_  
Signature (*Contractor or Subcontractor*)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone Number

## REQUIRED FEDERAL AID CONTRACT PROVISIONS

The Illinois Abandoned Mined Lands Reclamation program is federally funded through grants made to the State of Illinois, Abandoned Mined Lands Reclamation, by the U.S. Department of Interior, Office of Surface Mining Reclamation and Enforcement. The following Required Contract Provisions are applicable to the construction contract for this reclamation project.

### I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in the Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

### II. NONDISCRIMINATION

(Applicable to Federal-aid construction contracts and related subcontracts and purchase orders exceeding \$10,000.)

1. Selection of Labor: During the performance of this contract, the contractor shall not:
  - a. discriminate against labor from any other State, possession, or territory of the United States, or
  - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.
2. Employment Practices:
  - a. The Equal Employment Opportunity Affirmative Action Notice set forth in 41 CFR 60-4.2 and the Equal Employment Opportunity Construction Contract Specifications set forth in 41 CFR 60-4.3 are incorporated by reference in this contract.
  - b. Regulation 41 CFR 60-4.2 requires goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area. The goals for this contract are stated elsewhere in the bidding documents and in the construction contract.
  - c. Regulation 41 CFR 60-4.3 provides specific affirmative action standards the contractor shall implement to ensure equal employment opportunity in achieving the minority and female participation goals set forth in paragraph 2b of this Section.

3. Equal Opportunity Clause: During the performance of this contract, the contractor agrees as follows:
- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - c. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the contractor's commitments under this Section II, paragraph 3.
  - d. The contractor will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965, and of the rules, regulations (41 CFR Part 60), and relevant orders of the Secretary of Labor.
  - e. The contractor will furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor, pursuant thereto, and will permit access to its books, records, and accounts by the Abandoned Mined Lands Reclamation and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Section II, paragraph 3, or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part. The contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
  - g. The contractor will include the provisions of this Section II, paragraph 3 in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246. The contractor will take such action with respect to any subcontract or purchase order as the Abandoned Mined Lands Reclamation (AMLRC) and the U.S. Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a contractor becomes a party to litigation by a subcontractor or vendor as a result of such direction, the contractor may request the AMLRC to enter into such litigation to protect the interest of the State. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment:

- a. The contractor shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. In all solicitations made by the contractor each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- b. In the event of the contractor's noncompliance with the nondiscrimination provisions of this Section II, paragraph 4, this contract may be subject to sanctions including but not limited to the withholding of payments to the contractor under the contract until the contractor complies and/or cancellation, termination, or suspension of the contract in whole or in part.
- c. The contractor shall include the provisions of this paragraph 4 in every subcontract, including procurement of materials and leases of equipment. The contractor shall take such action with respect to any subcontractor or procurement as the AMLRC or U.S. Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the contractor may request the AMLRC to enter into such litigation to protect the interests of the State. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

III. NONSEGREGATED FACILITIES

(Applicable to Federal-aid construction contracts and related subcontracts exceeding \$10,000.)

1. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex.
2. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.
3. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements exceeding \$10,000 and that it will retain such certifications in its files.

#### IV. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to Federal-aid construction contracts and related subcontracts exceeding \$100,000.)

By submission of this bid, or the execution of this contract or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251, et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR Part 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the AMLRC of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraphs 1 through 4 of this Section IV in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

#### V. COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

The contractor and any and all subcontractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3), which prohibits contractors or subcontractors from inducing, by any means, any person employed in the construction, completion, or repair of a public work, to give up any part of the compensation to which he or she is entitled.

#### VI. INTERPRETATION OF FEDERAL AID PROPOSAL NOTICE

The Federal Aid Proposal Notice which is included in the bidding documents further illustrates the required federal-aid contract provisions. Whenever in said Notice the following terms or pronouns in place of them are used, they shall be interpreted as follows:

"U.S. Department of Transportation (DOT)" shall be interpreted to mean U.S. Department of the Interior.

"Federal Highway Administration (FHWA)" shall be interpreted to mean the Office of Surface Mining Reclamation and Enforcement.

"State highway agency (SHA)" shall be interpreted to mean the Abandoned Mined Lands Reclamation .



## FEDERAL AID PROPOSAL NOTICE

### NOTICE TO PROSPECTIVE FEDERAL-AID CONSTRUCTION CONTRACTORS

#### I. CERTIFICATION OF NONSEGREGATED FACILITIES

- (a) A Certification of Nonsegregated Facilities, as required by the May 9, 1967, Order of the Secretary of Labor (32 F. R. 7439, May 19, 1967) on Elimination of Segregated Facilities (is included in the proposal and must be submitted prior to the award of a Federal-aid highway construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.)
- (b) Bidders are cautioned as follows: By signing this bid, the bidder will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in this proposal. This certification provides that the bidder does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the bidder will not maintain such segregated facilities.
- (c) Bidders receiving Federal-aid highway construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, will be required to provide for the forwarding of the following notice to prospective subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

#### "NOTICE TO PROSPECTIVE SUBCONTRACTORS AND MATERIAL SUPPLIERS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES"

- (a) A Certification of Nonsegregated Facilities as required by the May 9, 1967, Order of the Secretary of Labor (32 F. R. 7439, May 19, 1967) on Elimination of Segregated Facilities, which is included in the proposal, or attached hereto, must be submitted by each subcontractor and material supplier prior to the award of one subcontract or consummation of a material supply agreement if such subcontract or agreement exceeds \$10,000 and is not exempt from the provisions of the Equal Opportunity clause.
- (b) Subcontractors and material suppliers are cautioned as follows: By signing the subcontract or entering into a material supply agreement, the subcontractor or material supplier will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in the subcontract or material supply agreement. This certification provides that the subcontractor or material supplier does not maintain or provide for his employees facilities which are segregated on the basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. This certification also provides that the subcontractor or material supplier will not maintain such segregated facilities.
- (c) Subcontractors or material suppliers receiving subcontract awards or material supply agreements exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause."

#### II. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

- (a) By signing this bid, the bidder will be deemed to have stipulated as follows:
  - (1) That any facility to be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 C.F.R., Part 15), is not listed on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 C.F.R. 15.20.
  - (2) That the State highway department shall be promptly notified prior to contract award of the receipt by the bidder of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

## SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

### FEDERAL-AID CONTRACTS

#### 1. General

- a. Equal Employment Opportunity Requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, USC, as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
- b. The contractor will work with the State highway departments and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.
- c. The contractor, and all his/her subcontractors holding subcontracts (not including material suppliers) of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

#### 2. Equal Employment Opportunity Policy

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

#### 3. Equal Employment Opportunity Officer

The contractor will designate and make known to the State highway department contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

#### 4. Dissemination of Policy

- a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
  - (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.
  - (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.
- b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:
  - (1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - (2) The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

- a. When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be published in newspapers, or other publication, having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b. The contract will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same; such implementation violates Executive Order 11246, as amended.)

- c. The contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation,

the contractor will inform every complainant of all of his avenues of appeal.

7. Training and Promotion

- a. The contractor will assist in locating, qualifying and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in the Training Special Provision.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use his best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The contractor will use his best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the State highway department and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held

that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the State highway department.

9. Subcontracting

- a. The contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from State highway department personnel.
- b. The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports

- a. The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:
  - (1) the number of minority and nonminority group members and women employed in each work classification on the project.
  - (2) the progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force).
  - (3) the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees.
  - (4) the progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State highway department and the Federal Highway Administration.
- c. The contractors will submit to the State highway department a monthly report every month for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by contract work and the number of hours worked. This information is to be reported on Form BC-956. If on-the-job training is being required by "Training Special Provision", the contractor will be required to furnish Form BC-1014 weekly and Form BC-1052 quarterly.

APPENDIX B

Until further notice, the following goals for minority utilization in each construction craft and trade shall apply to all contractors holding Federal or Federally-assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to the contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, Federally-assisted or nonfederally related construction contract or subcontract.

Goal (percent)

Economic Area	Goal (percent)
056 Paducah, KY: Non-SMSA Counties - IL - Hardin, Massac, Pope KY - Ballard, Caldwell, Calloway, Carlisle, Crittenden, Fulton, Graves, Hickman, Livingston, Lyon, McCracken, Marshall	5.2
060 Evansville, IN: Non-SMSA Counties - IL - Edwards, Gallatin, Hamilton, Lawrence, Saline, Wabash, White IN - Dubois, Knox, Perry, Pike, Spencer KY - Hancock, Hopkins, McLean, Lubenborg, Ohio, Union, Webster	3.5
081 Terre Haute, IN: Non-SMSA Counties - IL - Clark, Crawford IN - Parke	3.5
083 Chicago, IL: SMSA Counties: IL - Cook, DuPage, Kane, Lake, McHenry, Will	19.6
1740 Kankakee, IL - IL - Kankakee	9.1
Non-SMSA Counties - IL - Bureau, DeKalb, Grundy, Iroquois, Kendall, LaSalle, Livingston, Putnam IN - Jasper, Laporte, Newton, Pulaski, Starke	18.4
084 Champaign - Urbana, IL: SMSA Counties: IL - Champaign - Urbana - Rantoul, IL - IL - Champaign	7.8
Non-SMSA Counties - IL - Coles, Cumberland, Douglas, Edgar, Ford, Platt, Vermillion	1.3

(Rev. 11/1/80)

The requirements of the following provisions written for Federally-assisted construction contracts, including all goals and timetables and affirmative action steps, shall also apply to all State-funded construction contracts awarded by the Illinois Department of Transportation.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentages terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

APPENDIX A

The following goal for female utilization in each construction craft and trade shall apply to all contractors holding Federal and Federally assisted construction contracts and subcontracts in excess of \$10,000. The goal is applicable to the contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, Federally assisted or nonfederally related construction contract or subcontract.

AREA COVERED (STATEWIDE)

Goals for Women Apply Nationwide.

GOAL	Goal (percent)
Female Utilization.....	6.9

APPENDIX B - Continued

Economic Area	Goal (percent)	Economic Area	Goal (percent)
085 Springfield - Decatur, IL: SIGA Counties: 2010 Decatur, IL - IL - Marion	7.6	009 Havanaport, Rock Island, Moline, IA - IL: SISA Counties: 1960 Davonport, Rock Island, Moline, IA - IL - IL - Henry, Rock Island IA - Scott	4.6
2880 Springfield, IL - IL - Menard, Sangamon	4.5	Non-SISA Counties - IL - Carroll, Hancock, Hercer, Whiteside IA - Clinton, Deshaines, Henry, Lee, Louisa, Mascatinge MO - Clark	3.1
Non-SIGA Counties - IL - Cass, Christian, Dewitt, Logan, Morgan, Pulcris, Scott, Shelby	4.0	107 St. Louis, MO: SISA Counties: 7040 St. Louis, MO - IL - IL - Clinton, Madison, Monroe, St. Clair MO - Franklin, Jefferson, St. Charles, St. Louis, St. Louis City	14.7
086 Peoria, IL: Non-SIGA Counties - IL - Adams, Brown, Pike MO - Lewis, Nelson, Pike, Ralls	3.1	Non-SISA Counties - IL - Alexander, Bond, Cathoun, Clay, Effingham, Fayette, Franklin, Greene, Jackson, Jasper, Jefferson, Jersey, Johnson, Macoupin, Marion, Montgomey, Perry, Pulaski, Randolph, Richland, Union, Washington, Wayne, Williamson MO - Bollinger, Butler, Cape Girardeau, Carter, Crawford, Dent, Gasconade, Iron, Lincoln, Madison, Maries, Mississippi, Montgomery, Perry, Phelps, Reynolds, Ripley, St. Francois, Ste. Genevieve, Scott, Stoddard, Warren, Washington, Wayne	11.4
087 Peoria, IL: SISA Counties: 1010 Bloomington - Normal, IL - IL - McLean	2.5		
6120 Peoria, IL - IL - Peoria, Tazewell, Woodford	4.4		
Non-SISA Counties - IL - Fulton, Knox, McDonough, Marshall, Pike, Schuyler, Stark, Warren	3.3		
088 Rockford, IL: SISA Counties: 6040 Rockford, IL - IL - Boone, Winnebago	6.3		
Non-SIGA Counties - IL - Lee, Ogler, Stephenson	4.6		
089 Dubuque, IA: Non-SIGA Counties - IL - Jubaevies IA - Attamakee, Clayton, Delaware, Jackson, Minnehaha MO - Crawford, Grant, Lafayette	0.5		

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the Contractor, pursuant to the contract, performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for such area federally involved and nonfederally involved construction.

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

3. The Illinois Department of Transportation will provide written notification to the Director of the office of Federal Contract Compliance Program within 10 working days of award of any construction contract and/or subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. This notification will list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is the entire State of Illinois for the goal set forth in APPENDIX A and the county or counties in which the work is located for the goals set forth in APPENDIX B.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

- 1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the employer's quarterly Federal Tax Return, U.S. Treasury Department Form 941;
  - d. "Minority" includes:
    - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
    - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands) and
    - (4) American Indian or Alaska Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

7. Whenever the Contractor, or any Subcontractor at any tier, subcontract a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

8. If the Contractor is participating pursuant to 41 CFR 60-4.5 in a Homeown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Homeown Plan. Each Contractor or Subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.

9. The Contractor shall implement the specific affirmative action standards provided in paragraph 7a through 7c of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any office of Federal Contract Compliance Programs or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each trade during the period specified.

10. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

11. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

12. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

7. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

8. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

9. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainer programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

10. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

11. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with union supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

12. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

13. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

14. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

15. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

16. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

17. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

8. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

9. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

10. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

11. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 9). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 9 of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

12. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specified minority group of women is underutilized).

13. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

14. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

15. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

16. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated



(page 9)

trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**State of Illinois  
Department of Transportation**

**STATE REQUIRED CONTRACT PROVISIONS  
ALL FEDERAL-AID CONSTRUCTION CONTRACTS**

Effective February 1, 1969  
Revised October 1, 1983

The following provisions are State of Illinois requirements and are in addition to the Federal requirements continued in Form PR-127.

**"EQUAL EMPLOYMENT OPPORTUNITY**

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future Contracts or subcontracts with the State of Illinois or any of its political sub-divisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

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

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligation under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel or the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such Subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**"SUBLETTING OR ASSIGNING THE CONTRACT**

"The requirements of Section VII of PR-1273 are hereby made applicable to Secondary Road Plan Projects."

## ADDENDUM TO RETIRED FEDERAL CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require Establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

# NOTICE: Prevailing Wage Rates

The Illinois Prevailing Wage Act (820 ILCS 130/) requires payment of prevailing wages on State of Illinois public works projects.

As required by this Act, not less than the rates of wages ascertained by the Illinois Department of Labor and as revised during the performance of a Contract shall be paid to all laborers, workers and mechanics performing abandoned mined lands reclamation work work under the Contract.

Post the scale of wages in a prominent and easily accessible place at the site of work. If the Illinois Department of Labor revises the prevailing rates of wages to be paid as listed in the specification of rates, the contractor shall post the revised rates of wages and shall pay not less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or by calling 312-793-2814. It is the responsibility of the contractor to review the rates applicable to the work of the contract at regular intervals in order to insure the timely payment of current rates. Provision of this information to the contractor by means of the Illinois Department of Labor web site satisfies the notification of revisions by the Department to the contractor pursuant to the Act, and the contractor agrees that no additional notice is required. The contractor shall notify each of its subcontractors of the revised rates of wages.

Abandoned mined lands reclamation projects are federally funded public works projects, therefore they are also subject to the provisions of the federal Davis-Bacon Act including its wage and benefit determinations. Please see the U.S. Department of Labor website at: <http://www.dol.gov/whd/contracts/dbra.htm> for assistance with compliance with this Act.

# Williamson County Prevailing Wage for June 2011

Trade Name Trng	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====
=====											
ASBESTOS ABT-GEN 0.900		ALL		24.400	24.850	1.5	1.5	2.0	5.550	9.450	0.000
ASBESTOS ABT-MEC 0.000		BLD		20.800	0.000	2.0	2.0	2.0	5.500	4.200	0.000
BOILERMAKER 0.350		BLD		31.500	34.000	1.5	1.5	2.0	6.820	11.43	1.500
BRICK MASON 0.430		BLD		27.630	29.130	1.5	1.5	2.0	8.200	7.030	0.000
CARPENTER 0.400		BLD		31.140	32.640	1.5	1.5	2.0	6.300	6.250	0.000
CARPENTER 0.350		HWY		30.440	31.940	1.5	1.5	2.0	6.050	5.750	0.000
CEMENT MASON 0.500		BLD		27.250	28.750	1.5	1.5	2.0	6.400	5.400	0.000
CEMENT MASON 0.400		HWY		26.350	27.350	1.5	1.5	2.0	6.400	5.160	0.000
CERAMIC TILE FNSHER 0.430		BLD		26.130	0.000	1.5	1.5	2.0	8.200	7.030	0.000
ELECTRICIAN 0.730		ALL		36.830	39.080	1.5	1.5	2.0	5.350	8.470	0.000
ELECTRONIC SYS TECH 0.250		BLD		29.530	31.280	1.5	1.5	2.0	5.250	3.840	0.000
FLOOR LAYER 0.350		BLD		28.930	29.680	1.5	1.5	2.0	6.050	5.750	0.000
GLAZIER 0.300		BLD		26.330	27.580	1.5	1.5	2.0	4.850	5.200	0.000
HT/FROST INSULATOR 0.280		BLD		28.920	29.920	1.5	1.5	2.0	4.800	8.160	0.000
IRON WORKER 0.500		ALL		26.740	28.740	1.5	1.5	2.0	5.760	9.590	0.000
LABORER 0.800		BLD		24.400	24.850	1.5	1.5	2.0	5.550	9.450	0.000
LABORER 0.800		HWY		24.400	24.850	1.5	1.5	2.0	5.550	9.450	0.000
LABORER 0.800		O&C		17.740	18.190	1.5	1.5	2.0	5.450	8.450	0.000
MACHINIST 0.000		BLD		43.160	45.160	1.5	1.5	2.0	7.640	8.700	0.000
MARBLE FINISHERS 0.430		BLD		26.130	0.000	1.5	1.5	2.0	8.200	7.030	0.000
MARBLE MASON 0.430		BLD		27.630	29.130	1.5	1.5	2.0	8.200	7.030	0.000
MILLWRIGHT 0.400		BLD		31.140	32.640	1.5	1.5	2.0	6.300	6.250	0.000
MILLWRIGHT 0.350		HWY		30.440	31.940	1.5	1.5	2.0	6.050	5.750	0.000
OE RIVER 1 1.350		RIV 1		32.200	33.200	1.5	1.5	2.0	6.500	8.300	0.000
OE RIVER 2 1.350		RIV 2		28.750	33.100	1.5	1.5	2.0	6.500	8.300	0.000

OPERATING ENGINEER 1.350	ALL 1	32.100	33.100	1.5	1.5	2.0	6.500	8.300	0.000
OPERATING ENGINEER 1.350	ALL 2	30.200	33.100	1.5	1.5	2.0	6.500	8.300	0.000
OPERATING ENGINEER 1.350	ALL 3	24.150	33.100	1.5	1.5	2.0	6.500	8.300	0.000
OPERATING ENGINEER 1.100	ALL 4	21.400	27.800	1.5	1.5	2.0	5.650	6.100	0.000
OPERATING ENGINEER 1.350	O&C 1	24.080	25.080	1.5	1.5	2.0	6.500	8.300	0.000
OPERATING ENGINEER 1.350	O&C 2	22.650	25.080	1.5	1.5	2.0	6.500	8.300	0.000
OPERATING ENGINEER 1.350	O&C 3	18.120	25.080	1.5	1.5	2.0	6.500	8.300	0.000
OPERATING ENGINEER 1.100	O&C 4	16.050	21.100	1.5	1.5	2.0	5.650	6.100	0.000
PAINTER 0.450	BLD	26.260	27.760	1.5	1.5	2.0	6.130	6.950	0.000
PAINTER 0.450	HWY	30.560	32.060	1.5	1.5	2.0	6.130	6.950	0.000
PAINTER OVER 30FT 0.450	BLD	27.260	28.760	1.5	1.5	2.0	6.130	6.950	0.000
PAINTER PWR EQMT 0.450	BLD	27.260	28.760	1.5	1.5	2.0	6.130	6.950	0.000
PAINTER PWR EQMT 0.450	HWY	31.560	33.060	1.5	1.5	2.0	6.130	6.950	0.000
PILEDRIIVER 0.400	BLD	31.140	32.640	1.5	1.5	2.0	6.300	6.250	0.000
PILEDRIIVER 0.350	HWY	30.440	31.940	1.5	1.5	2.0	6.050	5.750	0.000
PIPEFITTER 1.200	BLD	32.250	35.470	1.5	1.5	2.0	8.250	8.850	0.000
PLASTERER 0.500	BLD	27.250	28.750	1.5	1.5	2.0	6.400	5.400	0.000
PLUMBER 1.200	BLD	32.250	35.470	1.5	1.5	2.0	8.250	8.850	0.000
ROOFER 0.000	BLD	23.000	24.000	1.5	1.5	2.0	8.300	3.800	0.000
SHEETMETAL WORKER 0.360	ALL	31.390	32.890	1.5	1.5	2.0	6.430	6.490	1.890
SPRINKLER FITTER 0.350	BLD	36.140	38.890	1.5	1.5	2.0	8.100	8.200	0.000
STONE MASON 0.430	BLD	27.630	29.130	1.5	1.5	2.0	8.200	7.030	0.000
TERRAZZO FINISHER 0.430	BLD	26.130	0.000	1.5	1.5	2.0	8.200	7.030	0.000
TERRAZZO MASON 0.430	BLD	28.500	28.800	1.5	1.5	2.0	8.200	7.030	0.000
TRUCK DRIVER 0.250	ALL 1	29.260	0.000	1.5	1.5	2.0	10.05	5.800	0.000
TRUCK DRIVER 0.250	ALL 2	29.700	0.000	1.5	1.5	2.0	10.05	5.800	0.000
TRUCK DRIVER 0.250	ALL 3	29.910	0.000	1.5	1.5	2.0	10.05	5.800	0.000
TRUCK DRIVER 0.250	ALL 4	30.190	0.000	1.5	1.5	2.0	10.05	5.800	0.000

TRUCK DRIVER 0.250	ALL 5	30.990	0.000	1.5	1.5	2.0	10.05	5.800	0.000
TRUCK DRIVER 0.250	O&C 1	22.750	0.000	1.5	1.5	2.0	2.920	6.700	0.000
TRUCK DRIVER 0.250	O&C 2	19.150	0.000	1.5	1.5	2.0	2.920	6.700	0.000
TRUCK DRIVER 0.250	O&C 3	19.650	0.000	1.5	1.5	2.0	2.920	6.700	0.000
TUCKPOINTER 0.430	BLD	27.630	29.130	1.5	1.5	2.0	8.200	7.030	0.000

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

## Explanations

### WILLIAMSON COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems

where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

LABORER - OIL AND CHIP RESEALING ONLY

Hook and unhook chip box from aggregate truck; distribute material within chip box; perform flagging work related to oil and chip resealing; hand spray oil fluids; handle traffic control, including setting-up and maintaining barricades, drums, cones, delineators, signs and other such items, as well as laying-out and applying or removing temporary roadway markings used to control traffic in job site related to oil and chip resealing; and perform clean-up related to oil and chip resealing.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only, and is in no a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle



combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

#### TRUCK DRIVER - O & C (Oil and Chip Resealing ONLY)

It involves driving of contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. Includes transporting materials and equipment (including, but not limited to oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material; and maintaining trucks at job site related to oil and chip resealing.

Class 1. Distributors, liquid asphalt hauling and hauling of asphalt rubber-tired rollers.

Class 2. Stockpiling.

Class 3. Tandem hauling to job site.

#### OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. APSCO or Equal Spreading Machine, Backhoe, Backfiller, Boom or Winch Cat, Bituminous Mixplane Machine, Blacksmith, Bituminous Surfacing Machine, Bull-Dozer, Crane, Shovel, Dragline, Truck Crane, Pile Driver, Concrete Breaker, Concrete or Pumpcrete Pumps, Dinky or Standard Locomotives, Well or Caisson Drills, Elevating Grader, Fork Lifts, Flexplane, Gradeall, Hi-Lift Hoists, Guy-Derricks, Hysters, Mechanic Motor Patrol, Mixers-21 cu. ft. or over, Push Cats, Pulls and Scrapers, Two Well Point Pumps, Pulverizer or Tiller, PugMill, Rubber-Tired Farm Type Tractor with Bulldozer/Blade/Auger or hi-lift over 1/2 yd., Jersey Spreader, Tract-Air used with Drill or Hi-Lift, Trenching or Ditching Machines, Wood Chipper w/Tractor, Self-Propelled Roller w/Blade, Equipment Greaser, Self-Propelled Bump Grinder on Concrete pavement, Boat Operator, Skid-Loaders, Tuggers, Lazer Screed, and Self-Propelled Chip Spreader (when others run conveyors).

Class 2. Any type tractor pulling any type roller or disc, Two Air Compressors (220 cu. ft. capacity or over), Two AirTract Drills, Air-Track Drill w/Compressor, Automatic Bins or Scales w/Compressor or Generator, Pipeline Boring Machine, Bulk Cement Plant w/Separate Compressor, Power Operated Bull Float, Hydra-Lift w/Single Motor, Straw Mulcher Blower w/Spout, Self-Propelled Roller/Compactor, Back-End man on Bituminous Surfacing Machine, oiler on milling machine.

Class 3. Air Compressor w/Valve driving piling, Boom or Winch Type Truck, Two Conveyors, Self-Propelled Concrete Saw, Form Grader, Truck Crane Oiler, Self-Propelled Vibrator, Rubber Tired Farm Type Tractor w/Blade/Bulldozer/Auger/hi-lift - 1/2 yd. or less, Elevator Operator,

Man Lift (scissor lift) when lifting materials.

Class 4. Air-Track Drill (one), Belt Drag Machine, Power Broom, Mechanical Plasterer Applicator, Trac-Air, Air Compressor (220 cu. ft. or over) One, Air Compressor (under 220 cu. ft) four, Automatic Bin, Bulk Cement Plant w/Built-in Compressor running off same motor or electric motor, Fireman or Switchman, Self-Propelled Form Tamper, Light Plants (4), Welding Machines (4), Pumps (4), or Combination of four (4) Pumps, Light Plants, Welding Machines, Air-Compressors (under 220 cu. ft.), Mudjacks or Wood Chipper, Mixers - less than 21 cu. ft. Mortar Mixer w/Skip or Pump, Pipeline Tract Jack. One Operating Engineer may operate and maintain any combination of the following pieces of equipment, not to exceed four (4) which shall be within a reasonable distance, such combination may include any equipment in this classification: (Compressors, Light Plants, Generators, Welding Machines, Pumps or Conveyors), One Well- Point Pump, Two Motor Driven Heaters, One Air Compressor (under 220 cu. ft.), One Engine-Driven Conveyor, One Motor Driven Heater, One Light Plant, One Pump, One Welding Machine, One Ulmac or Equal Spreader, Oilers, and one Generator 10 kw or greater.

OPERATING ENGINEER - O & C (Oil and Chip Resealing ONLY). Includes the operation of all motorized heavy equipment used in oil and chip resealing, including but not limited to operating self-propelled chip spreaders, and all types of rollers (both hard and rubber tired); and other duties pertaining to the operation or maintenance of heavy equipment related to oil and chip resealing.

Class 1. See Class 1 above for types of equipment operated.

Class 2. See Class 2 above for types of equipment operated.

Class 3. See Class 3 above for types of equipment operated.

Class 4. See Class 4 above for types of equipment operated.

OPERATING ENGINEER RIVER WORK 1 - operate the following machines when working on River Work and Levee Work on the Mississippi and Ohio Rivers, Lakes and Tributaries: Crane, Shovel, Drageline, Scrapers, Dredge, Derrick, Pile-Driver, Push Boat, all power boat operators, Mechanic, Engineman on Dredge, Leverman on Dredge, All Bituminous Spreader machines, Backhoe, Backfiller, Boom, or Winch Cat, Bituminous Mixplane Machine, Blacksmith, Bituminous Surfacing Machine, Bulldozer, Truck Cranes, Hydraulic Truck Mounted Boom/Crane, Concrete Finishing Machine, or Spreader Machine, Concrete Breaker, Concrete or Pumpcrete Machines, Concrete Plant Operator, All Off Road Material Hauling Equipment, Dinky or Standard Locomotives, Well Drill, Elevating Grader, Fork-Lifts, Flexplane, Gradeall, Hi-Lift, Power Handblade Tugger type Hoist, Hoist Two Drum (or over one), Gyderrick, Hyster, Motor Patrol, Mixers - 21 Cu. Ft. or over, Push Cat, Pulls, & Scrapers, Pumps-Two Well Points, Equipment Greaser, P & H Pulverizer or Pulverizer equal to Pugmill, Pugmill, Rubber-Tired farm type tractor w/Bulldozer/Blade/Auger or Hi-Lift over ½ yard, Skimmer Scoops, Seaman Tiller, Jersey Spreader, Tract-Air used with Drill or Hi-Lift, Trenching or Ditching Machine, Wood Chipper w/Tractor, self-propelled roller w/Blade, Concrete Pumps and Small Equipment Operators.

OPERATING ENGINEER RIVER 2 - when working on River Work and Levee Work on the Mississippi and Ohio Rivers, Lakes and Tributaries shall be

employed as the Oiler or Fireman on Crane, Dragline, Shovel, Dredge, Truck Crane, Pile Driver, Gradeall, Dinky or Standard Locomotive, Guy Derrick, Trenching Machine or Ditching Machine 80 H.P. and over, All Terrain (cherry-picker) with over 40 ton Lifting Capacity, Deck Oiler and Deckhands.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.