

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 downloading and/or ordering CD-ROM's and are 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, signed and notarized, "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 a **Proposal Denial and/or Authorization Form**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Proposal Denial and/or Authorization Form** 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 bidder check IDOT's website <http://www.dot.il.gov/desenv/delett.html> before submitting final bid information.

IDOT is not responsible for any e-mail related failures.

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

Technical Questions about downloading these files may be directed to Tim Garman (217)524-1642 or garmantr@dot.il.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?

Questions Regarding	Call
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
Electronic plans and proposals	(217)524-1642

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

Planholders should verify that they have received and incorporated the addendum and/or revision prior to submitting their bid. Failure by the bidder to include an addendum 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

August 3,
2007
Letting

Proposal submitted by
Name
Address
City

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

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)

1LR

Notice to Bidders Specifications and Proposal



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: Lowell Coal Company
Reclamation Project**

County: La Salle

Project Number: AML-GLsE-0602

PROSPECTIVE BIDDERS SHOULD INDICATE BELOW
AFTER WRITTEN AUTHORIZATION TO BID HAS
BEEN RECEIVED FROM IDOT'S CENTRAL BUREAU
OF CONSTRUCTION.

BIDDING HAS BEEN AUTHORIZED

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.

HOW MANY PROPOSALS SHOULD PROSPECTIVE BIDDERS REQUEST?: Prospective bidders should, prior to submitting their initial request for plans and proposals, determine their needs and request the total number of plans and proposals needed for each item requested. There will be a nonrefundable charge of \$35 for each set of plans and specifications issued.

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 Proposal Forms and Plans & Request for Authorization to Bid form (BDE 124) and submit an original Affidavit of Availability (BC 57).

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Proposal Forms and Plans" 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 **Proposal Denial and/or Authorization Form**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Proposal Denial and/or Authorization Form** will indicate the reason for denial. If a contractor has requested to bid but has not received a **Proposal Denial and/or Authorization Form**, 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

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Mailing of plans and proposals	217/782-7806



PROPOSAL

1. Proposal of _____
for the reclamation of: **Lowell Coal Company. This project is located on the Northeast edge of Lowell, Illinois, Township 32 North, Range 2 East, Section 9 in LaSalle County on the South side of the Vermilion River.**

2. The plans for the proposed work are those prepared and approved by the Illinois Department of Natural Resources, Office of Mines and Minerals, Division of Abandoned Mined Lands Reclamation, (hereinafter "DNR;") and which plans are designated as: Lowell Coal Company, AML GIsE-0602.

The specifications are the "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted by the Department of Transportation and in effect on the date of invitation for bids. The Standard Specifications are supplemented by the Special Provisions for this abandoned mine reclamation project, and in the event of conflict, the Special Provisions for this reclamation project shall govern.

3. Disclosure of Interest. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
4. Assurance of Examination and Inspection/Waiver. The undersigned further declares that he has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. Execution of Contract and Contract Bond. The undersigned further understands that if this proposal is accepted, he agrees to execute a contract for this work and present the same to the DNR within fifteen (15) days after the contract has been mailed to him. The undersigned further agrees that he and his surety will execute and present within fifteen (15) days after the contract has been mailed to him, a contract bond satisfactory to and in the form prescribed by the DNR, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract. Funding of this agreement is contingent upon award and continued availability of federal funding, and State appropriation of such funds.

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6. Completion Time/Liquidated Damages. It being understood and agreed that the completion within the time limit is an essential part of the contract, the undersigned agrees to complete the work by **September 1, 2008**, less additional time shall be granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work on or before the time specified herein, or within such extra time as may have been allowed by extensions, the undersigned agrees that the DNR shall withhold from such sums as may be due him under the terms of this contract, the costs, as set forth in the specifications, which costs shall be considered and treated not as a penalty but as damages due the State from the undersigned by reason of the failure of the undersigned to complete the work within the time specified in the contract.
7. Proposal Guaranty. Accompanying this proposal is either a bid bond on the DNR form, executed by a corporate surety company satisfactory to the DNR, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 percent of the amount bid or for the amount specified in the following schedule:

Amount of Bid	Guaranty	Proposal Amount of Bid	Proposal Guaranty
Up to \$5,000.00	\$150.00	\$2,000,000.00 to \$3,000,000.00	\$ 100,000.00
\$5,000.00 to \$10,000.00	\$300.00	\$3,000,000.00 to \$5,000,000.00	\$ 150,000.00
\$10,000.00 to \$50,000.00	\$1,000.00	\$5,000,000.00 to \$7,500,000.00	\$ 250,000.00
\$50,000.00 to \$100,000.00	\$3,000.00	\$7,500,000.00 to \$10,000,000.00	\$ 400,000.00
\$100,000.00 to \$150,000.00	\$5,000.00	\$10,000,000.00 to \$15,000,000.00	\$ 500,000.00
\$150,000.00 to \$250,000.00	\$7,500.00	\$15,000,000.00 to \$20,000,000.00	\$ 600,000.00
\$250,000.00 to \$500,000.00	\$12,500.00	\$20,000,000.00 to \$25,000,000.00	\$ 700,000.00
\$500,000.00 to \$1,000,000.00	\$25,000.00	\$25,000,000.00 to \$30,000,000.00	\$ 800,000.00
\$1,000,000.00 to \$1,500,000.00	\$50,000.00	\$30,000,000.00 to \$35,000,000.00	\$ 900,000.00

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the Treasurer, State of Illinois, when the State is the awarding authority; the county treasurer, when a county is the awarding authority; or the city, village or town treasurer; when a city, village or town is the awarding authority.

If a combination bid is submitted, the proposal guaranties which accompany the individual proposals making up the combination will be considered as also covering the combination bid.

The amount of the proposal guaranty check is _____ (\$_____). If this proposal is accepted and the undersigned shall fail to execute a contract and a contract bond as required herein, it is hereby agreed that the amount of the proposal guaranty shall become the property of the State of Illinois, and shall be considered as payment of damages due to delay and other causes suffered by the State because of the failure to execute said contract and contract bond; otherwise, the bid bond shall become void or the proposal guaranty check shall be returned to the undersigned.

ATTACHED CASHIER'S CHECK OR CERTIFIED CHECK HERE

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, state below where it may be found.

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The proposal guaranty check will be found in the proposal for:

Item No.

Section No.

County

- 8. Combination Bids. The undersigned further agrees that if awarded the contract for sections contained in the following combination, he 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 Number	Sections Included in Combination	Combination Bid	
		Dollars	Cents
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- 9. 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 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

- 10. Certificate of Authority. The undersigned bidder, if a business organized under the laws of another State, assures the Department that it will furnish a copy of its certificate of authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish the certificate within the time provided for execution of an awarded contract may be cause for cancellation of the award and forfeiture of the proposal guaranty to the State.

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SCHEDULE OF PRICES Contract Bid Items

Project Name: **Lowell Coal Company
Reclamation Project**
 County: **LaSalle**
 Project Number: **AML-GLsE-0602 / 1LR**

#	BID ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Special Clearing	L.S.	1		
2	Earth Excavation	C.Y.	166,224		
3	Seeding	Acre	56.8		
4	Nitrogen Fertilizer Nutrient	Pound	10,224		
5	Phosphorus Fertilizer Nutrient	Pound	4,260		
6	Potassium Fertilizer Nutrient	Pound	18,744		
7	Agricultural Ground Limestone	Ton	113.6		
8	Mulch, Method 2, Procedure 1	Acre	56.8		
9	Erosion Control Blanket	S.Y.	1,951		
10	Incorporation - Limestone	Ton	1,136		
11	Incorporation - Mulch	Ton	56.8		
12	Green Manuring	Acre	28.4		
13	Mowing	Acre	28.4		
14	Perimeter Erosion Barrier	Foot	1,040		
15	Stone Riprap A-3	S.Y.	847		
16	Filter Fabric for Use with RipRap	S.Y.	847		
17	Pipe Culvert 30" Corrugated PE w/ smooth interior	Foot	36		
18	Dewatering Impoundment 1	L.S.	1		
19	Dewatering Impoundment 2	L.S.	1		
20	Mobilization (max 6% of Bid)	L.S.	1		
				PAGE TOTAL	

Bidder's (Firm) Name _____
 Address _____

 By _____

 (Title)

Telephone No. _____
 Signed this _____ day of _____, 2007.

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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. By execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances has 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 termination of the contract and the suspension or debarment of the bidder.

II ASSURANCES

- A. 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. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

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 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. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-10.

C. 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 (\$301,382.00), 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 \$150,691.00. Sixty percent of the salary is \$90,414.60.

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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.

D. 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.

E. 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.

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, associate procurement officers, State purchasing officers, 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.

G. 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.

H. 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.

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I. 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

- A. 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. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous certification, and the surety providing the performance bond shall be responsible for completion of the contract.

B. 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 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, 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 shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

C. 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.

D. 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.

RETURN WITH BID

(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.

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.

E. 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.

F. 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.

G. Debt Delinquency

1. The Illinois Procurement Code provides:

Section 50 - 11. Debt Delinquency

The contractor or bidder certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency 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 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 contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor, or any affiliate is determined to be delinquent in the payment of any debt to the State during the term of the contract.

H. State Prohibition of Goods From Forced Labor Act

The contractor certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the contract has been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.

I. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code provides:

Section 50-60(c)

The contractor 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 for a period of five years prior to the date of the bid or contract. The contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.

J. Child Labor Act

The contractor certifies in accordance with Public Act 94-0264 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

TO BE RETURNED 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 Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous disclosure, 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 \$10,000 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.

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. 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.

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 or incorporated by reference.**

C. Disclosure Form Instructions

Form A: For bidders that have previously submitted the information requested in Form A

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may sign the following certification statement indicating that the information previously submitted by the bidder is, as of the date of signature, current and accurate. The Certification must be signed and dated by a person who is authorized to execute contracts for the bidding company. Before signing this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder signs the Certification, the Bidder should proceed to Form B instructions.

CERTIFICATION STATEMENT

I have determined that the Form A disclosure information previously submitted is current and accurate, and all forms are hereby incorporated by reference in this bid. Any necessary additional forms or amendments to previously submitted forms are attached to this bid.

(Bidding Company)

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

Form A: For bidders who have NOT previously submitted the information requested in Form A

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 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 the second page of 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 \$90,414.60? YES _____ NO _____
3. Does anyone in your organization receive more than \$90,414.60 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not 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 \$90,414.60? 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 on page 2 of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

Form B: Identifying Other Contracts & Procurement Related Information

Disclosure Form B must be completed for each bid submitted by the bidding entity. It must be signed by an individual who is authorized to execute contracts for the bidding entity. *Note: Signing the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, signed 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 signature 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. Option II is recommended for bidders who submit Affidavits of Availability.

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.

D. Bidders Submitting More Than One Bid

Bidders submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. Please indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms by reference.

- The bid submitted for letting item _____ contains the Form A disclosures or Certification Statement and the Form B disclosures. The following letting items incorporate the said forms by reference:

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**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**Form A
Financial Information &
Potential Conflicts of Interest
Disclosure**

Contractor Name		
Legal Address		
City, State, Zip Code		
Telephone Number		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 \$10,000, and for all open-ended contracts. **A publicly traded company may submit a 10K disclosure in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.**

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 \$90,414.60 (60% of the Governor's salary). **(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 three years, including contractual employment of services.
Yes _____ No _____

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous two years.
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 three years.
Yes _____ No _____

(d) Relationship to anyone holding elective office currently or in the previous two 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 three years.

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

(h) Relationship to anyone who is or was a registered lobbyist in the previous two years; spouse, father, mother, son, or daughter.

Yes _____ No _____

(i) Compensated employment, currently or in the previous three 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 _____

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last two 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 _____

APPLICABLE STATEMENT

This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page.

Completed by:

Name of Authorized Representative (type or print)

Completed by:

Title of Authorized Representative (type or print)

Completed by:

Signature of Individual or Authorized Representative

Date

NOT APPLICABLE STATEMENT

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.

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

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ILLINOIS DEPARTMENT
OF TRANSPORTATION

Form B
Other Contracts &
Procurement Related Information
Disclosure

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number		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 \$10,000, 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 SIGNED

Name of Authorized Representative (type or print)	

Title of Authorized Representative (type or print)	
_____	_____
Signature of Authorized Representative	Date

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BUY AMERICAN ACT - CONSTRUCTION MATERIALS

- (a) The Buy American Act (41 U.S.C 10) provides that the Government give preference to domestic construction material.

Components, as used in this clause, means those articles, materials, and supplies incorporated directly into construction materials.

Construction material, as used in this clause, means an article, material, and supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials and supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

Domestic construction material, as used in this clause, means: (a) an unmanufactured construction material mined or produced in the United States, or (b) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable pursuant to § 12.810(a)(3) of 43 CFR part 12, subpart E shall be treated as domestic.

- (b) The contractor agrees that only domestic construction material will be used by the contractor, subcontractors, material, men, and suppliers in the performance of this agreement, except for foreign construction materials, if any, listed in this agreement.

CERTIFICATION REGARDING LOBBYING (Applicable to contracts in excess of \$100,000):

Certification for Contracts, Grants, Loans and Cooperative Agreements.

The undersigned bidder certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an Officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY:

1. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
Yes _____ No _____

2. If answer to #1 is yes, have you filed with the Joint Reporting Committee, The Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of those organizations?
Yes _____ No _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. 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 meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary 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 entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", provided by the department or agency upon entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it 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.

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9. 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 ordinary course of business dealings.
10. Except for transactions authorized under paragraph 8 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 may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency.
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, or attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are you presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

LEGAL STATUS DISCLOSURE AND FEDERAL TAXPAYER IDENTIFICATION NUMBER

The undersigned bidder, under penalties of perjury, certifies that the name, Federal Taxpayer Identification Number, and legal status listed below are correct.

Name: _____

Taxpayer Identification Number:

Social Security Number (SSN) _____

or

Employer Identification Number (EIN) _____

*(If you are an **individual**, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a **sole proprietorship**, enter the owner's name followed by the name of the business and the owner's SSN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)*

Legal Status (Please check one):

- | | |
|---|---|
| <p>_____ Individual</p> <p>_____ Owner of Sole Proprietorship</p> <p>_____ Partnership</p> <p>_____ Tax exempt hospital or extended care facility</p> <p>_____ Corporation providing or billing medical and/or health care services</p> | <p>_____ Corporation NOT providing or billing medial and/or health care services</p> <p>_____ Governmental Entity</p> <p>_____ Nonresident alien individual</p> <p>_____ Estate or legal trust</p> <p>_____ Foreign corporation, partnership, estate or trust</p> <p>_____ Other: _____</p> |
|---|---|

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SPECIAL NOTICE TO CONTRACTORS

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

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 Natural Resources 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 specific timetable geared to the completion stages of the contract.
- (c) The Department of Natural Resources 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 Natural Resources with respect to these requirements.



ILLINOIS
DEPARTMENT OF
NATURAL RESOURCES
OFFICE OF MINES & MINERALS

Item No. ILR
Letting of August 3, 2007
County LaSalle
Project # AML-GLsE-0602
Project Name Lowell Coal Company

PART I. IDENTIFICATION

Human Rights

Bid Number: _____ Duration of Project: June 30, 2009

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

TABLE B

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

TABLE C

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

*Other minorities are defined as Asians (A) or Native Americans (N). Please specify race of each employee shown in Other Minorities column. **Note: See Instructions on Page 2**

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 the 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 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.

RETURN WITH BID

Project Name Lowell Coal Company Project Number AML-GLsE-0602 / 1LR County LaSalle

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 _____ (SEAL)
Notary Public

4174I/19 (Rev. 10/98)

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

Item Number ILR

Letting Date August 3, 2007

Project Name Lowell Coal Company

Project Number AML-GLsE-0602

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)

BY _____
 (Signature and Title)

 (Company Name) (Seal)

BY _____
 (Signature and Title)

 (Company Name) (Seal)

BY _____
 (Signature and Title)

 (Company Name) (Seal)

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

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.



NOTICE TO BIDDERS

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

Sealed bids for the reclamation of work described herein will be received by the Department of Transportation at the Administrative Building, Springfield, Illinois 62704, until **10:00 A.M., Friday, August 3, 2007** and at that time publicly opened and read.

2. **Description of Work**

- (a) The proposed reclamation project is officially known as: **Lowell Coal Company, AML-GLsE-0602, in LaSalle County.**
- (b) This project consists of work items as described in detail herein, and within the Plans or Plan Documents. 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.

3. **Instruction to Bidders**

- (a) A **pre-bid meeting** is scheduled for 10:00 a.m., Friday, July 27, 2007 at the site. All prime and subcontractors are encouraged to attend.
- (b) 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.
- (c) 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 prequalification 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

SPECIAL PROVISIONS
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SPECIAL PROVISIONS FOR THE CONSTRUCTION OF:
Lowell Coal Company Reclamation Project
LaSalle County, Illinois
AML-GLsE-0602

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, 2007 (hereinafter referred to collectively as "Standard Specifications"), are incorporated by reference and made a part of this Contract for the Reclamation of the Lowell Coal Company, LaSalle County, AML-GLsE-0602. (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 Lowell Coal Company 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

This project is located on the Northeast edge of Lowell, Illinois, Township 32 North, Range 2 East, Section 9 in LaSalle County on the south side of the Vermilion River.

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 June 30, 2009 (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, initial seeding (or temporary seeding, if approved by the Engineer) and mulching by **April 20, 2008** and green manuring and final permanent seeding and mulching by **September 1, 2008** 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.

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's Springfield or Marion 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, it's 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 insureds 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
or		
<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 polices 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.

All trees outside the construction limits shall not be disturbed.

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 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).

A permit shall be obtained from IEPA and made available to the Engineer prior to open burning of organic waste (i.e., plant refuse resulting from pruning or removal of trees or shrubs) or other construction or demolition debris available to the Engineer. Organic waste originating within the construction limits 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. When landscape plantings are included in the project, organic waste originating within the construction limits may be chipped or shredded and placed as mulch around landscape planting within the construction limits when approved by the Engineer. Chipped or shredded material to be placed as mulch shall not exceed a depth of 150 millimeters (6 inches).

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 for Earth Cover

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).

When the mine refuse disposal area(s) has been graded to the subgrade shown in the plans, MINE REFUSE TREATMENT - LIMESTONE shall be performed on the subgrade in accordance with Section 255 of these Special Provisions. 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.

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 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 reseeded. No additional compensation will be allowed for correcting deficiencies to within the allowable tolerance, for obtaining a new seed supply if required, or for reseeded.

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 -

Article 250.07 Seeding Requirements and Guarantee

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

NORTHERN ILLINOIS (North of U.S. Rt. 136)

Spring seeding dates shall be March 1 to April 20, and fall seeding dates shall be August 1 to September 1, for the following seed 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	-	6.72	(6)
Orchard Grass	-	11.21	(10)
Redtop	-	1.12	(2)
Smooth Brome Grass	-	26.90	(24)

Perennial Rye Grass	-	16.81	(15)
Birdsfoot Trefoil	-	11.21	(10)
Alfalfa	-	11.21	(10)
Cereal Rye	-	<u>31.38</u>	<u>(28)</u>
TOTAL		116.56	(105)

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 reseeded to determine if germination has occurred. If subsequent reseeds are required of the same area(s), through no fault of the Contractor, the Contractor shall be compensated for such subsequent reseeded 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 reseeded 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 reseeded 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 256: INCORPORATION - LIMESTONE AND MULCH - (add this section)

Article 256.01 Description

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

Article 256.02 Materials

The mulch used for treatment of the soil shall meet the requirements of Article 1081.06(a).(1.) of the Standard Specifications. 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 10 inches (250 millimeters) up to a maximum depth of 24 inches (600 millimeters). The minimum diameter of the disks shall be 30 inches (750 millimeters). 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 and Mulch shall be uniformly spread at the rates shown on the plans. The Agricultural Ground Limestone and Mulch shall then be incorporated to a minimum depth of ten inches (250 millimeters) of the soil with the heavy duty industrial offset disk. Incorporation shall be to the satisfaction of the Engineer and shall be completed by performing a minimum of two passes with the last pass parallel to the contours.

Article 256.05 Method of Measurement

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

Agricultural ground limestone will be measured by weight in tons (metric ton) 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 and Mulch will be paid for at the contract unit price per ton (metric ton) of INCORPORATION - LIMESTONE and INCORPORATION - MULCH.

End of SECTION 256: INCORPORATION - LIMESTONE AND MULCH

SECTION 257: GREEN MANURING - (add this section)

Article 257.01 Description

This work shall consist of all labor, material, and equipment necessary for and reasonably incidental to the mowing and disking in of existing vegetation and the incorporation of agricultural ground limestone to the depth specified.

Article 257.02 Materials

The agricultural ground limestone shall meet the requirements of Article 1081.07 of the Standard Specifications.

Article 257.03 Equipment

(a) Mower shall be one of the following commercially manufactured types:

- (1) Rotary
- (2) Sickle
- (3) Flail

(b) 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.

- (c) 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 10 inches (250 millimeters) up to a maximum depth of 24 inches (600 millimeters). The minimum diameter of the disks shall be 30 inches (750 millimeters). 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.
- (d) All equipment used shall have all its original manufactured parts or specified replacement parts fully operational during all work on this project.
- (e) All equipment and/or accessories must be approved by the Engineer prior to the start of operations.

Article 257.04 Construction Requirements

The existing vegetation, within the construction limits shown on the plans, shall be mowed. To achieve a uniform consistency over the entire site, it may be necessary for the Contractor to make more than one pass over a given area when mowing.

Following the approval of the Engineer of the mowing, agricultural ground limestone is to be spread over the entire site at the rates shown in the plans.

Immediately following the spreading of the agricultural ground limestone, the site shall be deep disked to a minimum depth of ten inches (250 millimeters) with the deep disk. A minimum of two deep diskings over the entire site will be required. The Engineer reserves the right to require additional deep diskings to be done at no additional cost to the contract. All deep diskings shall be done parallel to the contours.

Article 257.05 Schedule

The Contractor shall notify the Engineer three (3) days in advance of the anticipated date for beginning the green manuring process. If at any time during the process the Engineer determines that conditions are not right to achieve the desired result, it shall be the Engineer's right to suspend the work until conditions improve.

Article 257.06 Method of Measurement

Green Manuring will be measured in acres (hectares) of surface area mowed, treated with agricultural ground limestone, and deep disked for payment.

Agricultural ground limestone will be measured for payment in tons (metric ton). Measurement shall be based on weight tickets or receipts provided to the Engineer.

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

Article 257.07 Basis of Payment

This work will be paid for at the contract unit price of per acre (hectares) for GREEN MANURING and at the contract unit price of per ton for AGRICULTURAL GROUND LIMESTONE, measured as specified.

End of SECTION 257: GREEN MANURING

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

Erosion control measures as indicated in the Storm Water Pollution Prevention Plan, or as 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 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 close 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 become due the Contractor under the contract.

Article 280.04 Temporary Erosion Control Systems - (delete paragraphs (f) and (g) and replace with the following)

- (f) Temporary Seeding and Mulch. This system consists of installing a temporary grass cover and/or mulch cover over designated areas of the right of way to prevent sheet erosion of areas that are to be altered during a later construction phase. The seeding shall conform to the requirements of Section 250 for Seeding, Class 7, and may be done with a hand seeder or other approved methods and covered with a drag or harrow. The temporary mulch cover shall conform to the requirements of Section 251 for Mulch, Method 1 or Mulch, Method 2. The method to be used will be as designated by the Engineer.

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

- (i) Maintenance. Maintenance of temporary erosion control systems including repair of the various systems, removal of entrapped sediment and cleaning of any silt filter fabric, will be considered incidental to the above pay items for temporary erosion control systems. The sediment shall be removed as directed by the Engineer during the contract period and disposed of on-site as directed by the Engineer.

End of Revisions to SECTION 280: TEMPORARY EROSION CONTROL

SECTION 614: DEWATERING IMPOUNDMENTS

Article 614.0 Description

This work shall include furnishing all labor, material, equipment and services necessary to treat, backfill or eliminate water impoundments as shown in the plans. This work includes dewatering measures, acid

water treatment and other activities necessary to ensure compliance with applicable water quality and effluent standards as established by the Illinois Environmental Protection Agency.

Article 614.00 Materials

Materials used in water treatment shall be approved by the Engineer prior to use. Under no circumstances shall ammonia be used for treatment.

Care should be taken in the handling and application of materials used in water treatment. Protective clothing and equipment should be worn and safety precautions taken as recommended by the material manufacturer or supplier.

Article 614.0 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 614.0 Discharge of Water

- (a) All water being displaced by backfilling or being discharged by dewatering must meet the following water standards:

<u>Constituent</u>	<u>Standard</u>
Total Acidity	Shall not exceed total alkalinity
pH	(range 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.

- (b) 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.
- (c) Monitoring shall continue throughout the dewatering operations. If, at any time, it is determined

that water quality standards are not being met, dewatering operations shall cease until the situation is remedied.

- (d) Dewatering operations shall be performed by pumping or other approved methods which does not cause transportation sediment outside the construction limits, flooding, erosion of the existing stream channel, or damage to aquatic life or habitat. 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 drainage ways adjacent to and downstream from the impoundments. Ditches graded for dewatering purposes shall be backfilled, compacted and revegetated. The Contractor shall repair any areas disturbed through his dewatering or treatment operations.

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. No measurement will be made for fill material placed in the impoundment(s). These shall be considered incidental to the cost of this item, but included in the contract unit price for Earth Excavation and/or Mine Refuse Excavation, Section 202 of the Special Provisions.

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. The lump sum price for each impoundment to be dewatered shall be based on the volume and total acidity of each impoundment as specified in the plans. The lump sum bid price for each impoundment specified includes all water treatment and dewatering operation(s) necessary throughout the duration of the project. No adjustments will be allowed once construction begins.

At the time of the preconstruction meeting, the volume and total acidity shall be remeasured by the Engineer for each impoundment that is to be dewatered as specified in the plans, and a one-time only adjustment to compensate for any seasonal changes which may have occurred since the original samples were taken will be made to the lump sum bid price for each impoundment according to the following formula:

$$\text{Adjusted L.S. Price} = \frac{1}{2} \times \left(\frac{100 + \text{or} - \% \text{ change in Volume}}{100} + \frac{100 + \text{or} - \% \text{ change in acidity}}{100} \right) \times \text{L.S. Bid Price}$$

Fill material used to fill the impoundment will be paid for at the contract unit price per cubic meter (cubic yard) for EARTH EXCAVATION and MINE REFUSE EXCAVATION as specified in Section 202 of the Special Provisions.

End of SECTION 614: DEWATERING IMPOUNDMENTS

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

DISADVANTAGED BUSINESS POLICY

I. NOTICE

This proposal contains the special provision entitled "Required Disadvantaged Business Participation." Inclusion of this Special Provision in this contract satisfies the obligations of the Illinois Department of Natural Resources (DNR) under the Illinois "Business Enterprise for Minorities, Females, and Persons with Disabilities Act."

II. POLICY

It is public policy that the businesses defined in the above act shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with State or Federal funds. Consequently, the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act apply to this contract.

III. OBLIGATION

The Contractor agrees to ensure that the businesses defined in the Business Enterprise for Minorities, Females, and Persons with Disabilities Act have the maximum opportunity to participate in the performance of this contract. In this regard, the Contractor shall take all necessary and reasonable steps, in accordance with this Act, to ensure that the said businesses have the maximum opportunity to compete for and perform portions of this contract. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

IV. DBE/WBE CONTRACTOR FINANCE PROGRAM

On contracts where a loan has been obtained through the DBE/WBE Contractor Finance Program, the Contractor shall cooperate with the DNR by means of a two-payee check payable to the Lender (Bank) and the Borrower (DBE/WBE Contractor).

V. BREACH OF CONTRACT

Failure to carry out the requirements set forth above and in the Special Provision shall constitute a breach of contract and may result in termination of the contract or liquidated damages as provided in the special provision.

SPECIAL PROVISION
FOR
MINORITY BUSINESS ENTERPRISE POLICY
(FEDERAL AID CONTRACTS)

It is the policy of the U. S. Department of the Interior that minority business enterprises, as defined in 43 CFR, Part 17, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the MBE requirements of 43 CFR, Part 17, apply to this contract.

The Contractor agrees to ensure that minority business enterprises, as defined in 43 CFR, Part 17, have the maximum opportunity to participate in the performance of this contract. In this regard, the Contractor shall take all necessary and reasonable steps, in accordance with 43 CFR, Part 17, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of this contract. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of subcontractors, including procurement of materials and leasing of equipment.

The Contractor shall include the provisions of the Special Provision in every subcontract, including procurement of materials and leasing of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of the contract or such remedy as deemed appropriate.

NOTICE

In the absence of specific procedures and requirements for compliance with this Special Provision, and in order to effect substantial compliance with 43 CFR, Part 17 and the Illinois "Minority and Female Business Enterprise Act" through the utilization of an established program to ensure participation of Minority and Disadvantaged Businesses, the Bidder/Contractor shall comply with the Disadvantaged Business Policy hereinafter set forth. (The following "Disadvantaged Business Policy" has been adapted from that established by the Illinois Department of Transportation.).

SPECIAL PROVISION

REQUIRED DISADVANTAGED BUSINESS PARTICIPATION

I. DEFINITIONS

This Special Provision is inserted in each contract which contains a Disadvantaged Business Enterprise (DBE) Utilization Goal as required by Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, implemented by Subpart D of 49 CFR Part 23; and as required by the Illinois "Business Enterprise for Minorities, Females, and Persons with Disabilities Act." For the purpose of this Special Provision, the following definitions apply:

- A. "Disadvantaged Business is a small business concern which is at least 51 per centum owned by one or more socially and economically disadvantaged individuals, and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged owners.
- B. "Disadvantaged Business Joint Venture" means an association of two or more businesses formed to carry out a single business enterprise for which they combine their property, capital, efforts, skills and knowledge. At least one of the partners in the venture must be a certified entity.

II. BIDDING CONSENT AND CONTRACT ASSURANCE

By submission of a bid, the bidder agrees to follow and consents to the terms of this Special Provision. In addition, the bidder assures that in consideration of the award of this contract that no less than 6 per centum of the awarded contract value of this contract shall be performed by one or more Disadvantaged Businesses. The bidder further agrees that it shall not discriminate on the basis of race, color, national origin or sex in the selection of subcontractors to meet this goal.

III. BIDDING PROCEDURE

- A. Compliance with this Special Provision shall be by use of businesses certified by the Illinois Department of Transportation as Disadvantaged Businesses. The Disadvantaged Businesses may perform work as subcontractors or as joint venturers with the contractor. Joint Ventures will be approved for use under this provision if at least one of the disadvantaged partners in the joint venture is a certified Disadvantaged Business; is responsible for a clearly-defined portion of the work that is at least equal to the percentage goal of this special provision; and shares in the ownership, control, management, risks, and profits of the joint venture. In order for joint venture approval to be timely provided, the proposed joint venture must submit a joint venture agreement no later than seven (7) working days after the letting date. This requirement is in addition to any other requirements for joint venture approval or DBE credit. Joint venture subcontracts between DBE and non-DBE firms shall not be employed to effect compliance.

The Department of Transportation maintains a list of certified disadvantaged and woman-owned contractors, vendors and suppliers for the purpose of providing a reference source to assist any bidder in meeting the requirements of this Special Provision. Generally, the bidder may rely upon the Disadvantaged Businesses Enterprises Directory and current Addendum to determine certified firms. However, changes can occur in a firm's certification eligibility between issuance of the DBE Directory or Addendum thereto and the letting date. Only those firms certified as of the letting date may be listed on or included in the DBE Utilization Plan submitted pursuant to Section III. B. of this Special Provision. The DNR reserves the right to compel the replacement of a business which is not certified as of the letting date. If that should occur, and the low bidder submits as part of his/her DBE Utilization Plan a firm that is no longer certified, the low bidder will be given the opportunity to replace that firm and submit a revised Plan.

- B. Compliance with the bidding procedure of the Special Provision is required prior to the award of the contract and the failure of the as-read low bidder to comply with render the bid nonresponsive. In order to assure the timely award of the contract, the as-read low bidder must submit a Disadvantaged Business Utilization Plan on the Illinois Department of Transportation form SBE 2026 with seven (7) working days after the date of the letting. To meet the seven (7) day requirement, the contractor may send the Plan by certified mail within the seven (7) working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service. It is the responsibility of the as-read low bidder to ensure that the postmark is affixed within the seven (7) working days if the Contractor intends to rely upon mailing to satisfy the submission day requirement. The Plan is to be submitted to the following address:

Illinois Department of Natural Resources
One Natural Resources Way
Springfield, Illinois 62702-1271
Attention: AML Contract Administrator

The DNR will not accept a Utilization Plan if it does not meet the seven (7) day submittal requirement and the DNR reserves the right to invite any other bidder to submit a Utilization Plan for award consideration.

- C. The Utilization Plan shall indicate that the bidder will meet the contract goal or will seek a waiver or modification of the goal by demonstrating a good faith effort to meet the goal.
- D. The Utilization Plan must tender to the DNR a DBE Participation Statement for each Disadvantaged Business proposed for use in achieving the goal on the Illinois Department of Transportation form SBE 2025. The signatures on these forms must be original signatures. All elements of information indicated on said form shall be provided, including but not limited to the following:
1. Identification of the Disadvantaged Businesses to be used:
 2. The work to be done by each Disadvantaged Business identified by item number:
 3. The price to be paid to each Disadvantaged Business for the identified work

specifically stating:

- a) the contract pay item(s),
 - b) the quantity, unit price and total for the work to be completed by the certified entity, and
 - c) where partial pay items are to be performed by the certified entity, indicate the portion of each item and the subcontract dollar amount;
4. A statement signed by the bidder and each of the Disadvantaged Businesses evidencing availability and use on the project; and
 5. If the bidder is a joint venture comprised of disadvantaged firms and nondisadvantaged firms, the plan must also include a clear identification of the portion of the work to be performed by the disadvantaged partner(s).
- E. The Utilization Plan will be approved by the DNR if the Plan meets the goal of the contract established in Paragraph II. A. The contract shall not be awarded until the Utilization Plan submitted by the bidder is approved. If the Utilization Plan is not approved or is deficient in a technical matter, the bidder will be notified and will be allowed no less than five (5) working day period in order to cure the deficiency. The bidder may count toward its goal only expenditures, indicated on the Participation Statements, to certified businesses that will perform a commercially useful function in the work of the contract. A business shall be considered to perform a commercially useful function only when it is responsible for execution of a distinct element of the work and carrying out its responsibilities by actually performing, managing and supervising the work involved.

In accordance with 49 CFR Part 23.47, goal credit for participation may be counted in one or more of the following ways:

1. DBE prime contractor or joint venture (100 percent goal credit for the DBE's portion of the work).
2. DBE subcontractor (100 percent goal credit).
3. Equipment rental from a DBE firm (100 percent goal credit).
4. Purchase of material from a DBE supplier, fabricator or manufacturer:
 - a) 60 percent goal credit for materials and supplies purchased from a DBE regular dealer.
 - b) 100 percent goal credit for material purchased from a DBE manufacturer.
 - c) 100 percent goal credit for material purchased from a DBE fabricator or a DBE supplier who substantially alters or changes a material before resale to a contractor.
5. Other expenditures made to DBE firms subject to DNR approval.

- F. If the bidder is unable to meet the contract goals, and has requested a modification or waiver of the Disadvantaged Business goal, as indicated on Illinois Department of Transportation form SBE 2026, the waiver request must include the following elements:
1. All information indicating why the contract goal should be modified or waived,
 2. Evidence of Disadvantaged Businesses contacted. The following information must be submitted in order to document initial and follow-up contact:
 - a) An Initial Bid Solicitation List, indicating the names of the firms contacted, date of contact, method of contact, i.e., letter (specify if regular, express or registered mail), telephone or face-to-face contact, whether or not a response was received, and summary of the response. The solicitations shall contain at least the project identification, project location, types of work for which quotations are sought and the date, time and place quotations are due.
 - b) A Certificate of Contact, certifying that the information provided on the Initial Bid Solicitation List is true and accurate.
 - c) Copies of all contact letters, if the bidder contacts DBE firms by letter. The letter must clearly encourage participation and specifically define the types of work for which bids are being sought.
 - d) A Follow-up Telephone Log, which indicates follow-up telephone contact after all types of initial contact. A telephone log must be submitted indicating the individual contacted, date of contact and response.
 3. All evidence of good faith efforts made by the bidder, both prior to and after the letting, to secure the ready, willing, able and certified Disadvantaged Businesses necessary to meet the contract goals. See paragraph IV for information on what is meant by good faith efforts.
- G. A waiver or modification request indicated on form SBE 2026 will be decided by the DNR as follows. If the DNR determines that the Contractor has utilized good faith efforts to secure the ready, willing and able certified Disadvantaged Enterprises necessary to comply with the Special Provision, and that certified enterprises are not reasonably available to perform on the project or that some other reason exists for waiver or modification of the goal, the DNR shall modify or waive the goal of the Special Provision. The DNR will advise the Contractor by certified mail. If the DNR denies the request or modifies the goal in a manner other than that requested, the DNR will notify the bidder of the determination by certified mail. The determination shall include a statement of additional efforts that the bidder may take in order to effect compliance. The bidder is not limited by the statement of additional efforts, but may take such other action beyond the stated additional efforts in order to cure. Thereafter, the bidder will be allowed no less than a five (5) working day period in order for the bidder to cure the deficiency and effect compliance. Failure to issue a denial determination within eighteen (18) working days after receipt of the written waiver request shall be deemed an approval of the request.

- H. In the event the bid is rendered nonresponsive due to failure to submit a Disadvantaged Business Utilization Plan or failure to comply with the bidding procedures set forth herein, the DNR may take one or more of the following actions: 1) cause a forfeiture of the penal sum of the bidder's proposal guaranty to the DNR, 2) declare the bidder ineligible to rebid the project on any further letting if readvertised, or 3) suspend the bidder for one letting.

IV. GOOD FAITH EFFORTS

- A. In order to demonstrate sufficient good faith efforts to achieve the designated goal percentages for Disadvantaged Businesses, the steps taken to obtain participation must be documented. The required elements are:
1. That a reasonable number of relevant Disadvantaged Businesses were contacted,
 2. That the work selected for allocation to Disadvantaged Businesses was chosen in order to increase the likelihood of achieving the stated goals,
 3. That potential Disadvantaged Businesses were negotiated with in good faith, that conditions were not imposed on a Disadvantaged Business which are not imposed on all other subcontractors or that benefits ordinarily conferred on subcontractors for the type of work were not denied the Disadvantaged Business, and
 4. That services of the Department of Transportation and its supportive services contractors were used in the efforts to reach the contract goals.
- B. In addition to the required elements which must be shown to demonstrate good faith, any other relevant information which supports the waiver request may be submitted, including but not limited to the following:
1. That any DNR pre-bid meetings scheduled to inform Disadvantaged Businesses of subcontracting opportunities, were attended, and
 2. That the historical track record of the contractor discloses a meaningful effort on the part of the contractor to achieve the goal of the program in DNR contracts.

V. CONTRACT OBLIGATION

- A. Compliance with this Special Provision is an essential part of this contract. After approval of the Utilization Plan and award of the contract, the Utilization Plan and Participation Statements shall become part of the contract. No changes to the Utilization Plan may be made without the prior written approval from the DNR. All items or partial items of work indicated or reserved for performance by the approved certified businesses shall be performed, managed and supervised by the business executing the Participation Statement. All requests for changes to the Utilization Plan shall be submitted in writing to:

Illinois Department of Natural Resources
One Natural Resources Way
Springfield, Illinois 62702-1271
Attention: AML Contract Administrator

- B. In determining compliance with this Provision, the total dollars paid to eligible Disadvantaged Businesses shall be divided by the total awarded contract dollars to determine the percentage of performance. The Contractor shall maintain records of payment under this Provision and said records shall be made available to the DNR upon request for inspection. After the performance of the final item of work or delivery of material by the approved DBE firm and within thirty (30) calendar days after payment has been made by the DNR to the Contractor for such work or material (less any retainage), the Contractor shall submit a DBE Payment Agreement upon the Illinois Department of Transportation form SBE 2115 to the DNR (see address in paragraph V. A. above), or if a disagreement exists, indicate to the DNR on this form why payment has not been made.
- C. The Contractor may after award of the contract seek modification or waiver of the goal for good cause upon a showing of a good faith effort to achieve the goal of the Special Provision. Examples of such good cause include but are not limited to nonperformance, breach of contract by an approved Disadvantaged Business and failure of the approved Disadvantaged Business to perform, manage and supervise its identified work. It is the responsibility of the contractor to prove the good cause and a good faith effort to achieve the goal in the light of the cause. All requests for waiver or modification of the goal will be considered as a change to the approved Utilization Plan and the contractor shall therefore submit a written request for the waiver or modification to the address listed in paragraph V. A. above. If the DNR determines that the contractor has proven the good cause and a good faith effort to achieve the goal in light of the cause, the DNR shall modify or waive the goal as requested. If the DNR denies the request or modifies the goal in a manner other than that requested, the DNR will notify the contractor of the determination by certified mail within twenty (20) working days after receipt of the request. Failure to issue a denial determination within twenty (20) working days after receipt of the written waiver request, shall be deemed an approval of the request. Unless the goal of the Special Provision is modified or waived for good cause upon a showing of a good faith effort, failure of the Contractor to have at least the designated goal of this contract performed by the Disadvantaged Businesses as indicated in the approved Utilization Plan will result in a reduction in contract payments, as liquidated and ascertained damages, determined by multiplying the awarded contract dollar value by the contract per centum goal and subtracting the dollar value of the work actually performed by approved DBE businesses. The DNR reserves the right to withhold payment to the Contractor 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 pursuant to this Section demonstrating achievement of the goal or until such time as the goal is modified or waived by the DNR in accordance with this Special Provision or after liquidated damages have been determined and collected.
- D. This Special Provision is in addition to all other Equal Employment Opportunity requirements of this contract.

(1) Policy

It is public policy that disadvantageded businesses as defined in 49 CFR Part 23 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 23 apply to this contract.

(2) Obligation

The contractor agrees to ensure that disadvantageded businesses as defined in 49 CFR Part 23 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 23 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 _____	Total Bid _____
Section _____	Contract DBE Goal _____
Project _____	(Percent) (Dollar Amount)
County _____	
Letting Date _____	
Contract No. _____	
Letting Item No. _____	

(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 will: (check one)

- Meet or exceed contract award goals and will provide participation as follows:
Disadvantaged Business Participation _____ percent

Attached are the signed statements 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.

- Fail to meet contract award goals but will demonstrate that good faith efforts were made to meet the goals and that my company will provide 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. Also attached are participation statements for firms that are participating to the extent of the above percentages.

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 and participation statement(s), **with original signatures**, are to be submitted within (7) working days of the letting to:

Illinois Department of Natural Resources
One Natural Resources Way
Springfield, Illinois 62702-1271
Attention: AML Contract Administrator

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

5.2

056 Paducah, KY: Non-SMSA Counties - IL - Hardin, Massac, Pope KY - Ballard, Caldwell, Calloway, Carlisle, Crittenden, Fulton, Graves, Hickman, Livingston, Lyon, McCracken, Marshall

3.5

060 Evansville, IN: Non-SMSA Counties - IL - Edwards, Gallatin, Hamilton, Lawrence, Saline, Wabash, White IN - Dubois, Knox, Perry, Pike, Spencer KY - Hancock, Hopkins, McLean, Mublenberg, Ohio, Union, Webster

3.5

081 Terre Haute, IN: Non-SMSA Counties - IL - Clark, Crawford IN - Parke

19.6

083 Chicago, IL: SMSA Counties: 1600 Chicago, IL - IL - Cook, DuPage, Kane, Lake, McHenry, Will

9.1

1740 Kankakee, IL - IL - Kankakee

18.4

Non-SMSA Counties - IL - Bureau, DeKalb, Grundy, Iroquois, Kendall, LaSalle, Livingston, Putnam IN - Jasper, Laporte, Newton, Pulaski, Starke

7.8

084 Champaign - Urbana, IL: SMSA Counties: 1400 Champaign - Urbana - Rantoul, IL - IL - Champaign

1.3

Non-SMSA Counties - IL - Coles, Cumberland, Douglas, Edgar, Ford, Platt, Vermillion

(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)

6.9

Female Utilization.....

APPENDIX B - Continued

Economic Area	Goal (percent)	Economic Area	Goal (percent)
085 Springfield - Decatur, IL: SIGA Counties: IL - Deatur, 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		
086 Peoria, IL: Non-SIGA Counties - IL - Adams, Brown, Pike MO - Lewis, Nelson, Pike, Ralls	3.1	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
087 Peoria, IL: SISA Counties: 1010 Bloomington - Normal, IL - IL - Mclean	2.5	Non-SISA Counties - IL - Alexander, Bond, Cathoun, Clay, Effingham, Fayette, Franklin, Greene, Jackson, Jasper, Jefferson, Jersey, Johnson, Macoupin, Marion, Mtgomery, Perry, Putaski, 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
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 - Jubbvies 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 provisions of the Executive Order, 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 the 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 Alaskan 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 Homeowner 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 Homeowner 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, and 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 deemed 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

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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

The Illinois Department of Labor is proud to announce the availability of the prevailing wage rate sheets on our web site located at:

<http://www.state.il.us/agency/idol/>

These sheets are updated approximately one week prior to the beginning of every month and reflect the current rates for all 102 counties within Illinois. To ensure that you have all the wage sheets you may need, we encourage you to print the counties you need at the beginning of each month. However, in the near future, this site will contain two months' wage rates to better serve your needs.

In addition, a copy of the Illinois Prevailing Wage Act (820 ILCS 130/1–12), and claim forms are available on this site. If you have suggestions for this site, please address them to belinda_szerletich@CMS.state.il.us.

If you do not have access to the Internet and wish to continue receiving rate sheets by mail, you must call (618) 993-7271 for further assistance.

La Salle County Prevailing Wage for July 2007

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		26.660	27.660	1.5	1.5	2.0	6.050	4.900	0.000	0.600
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	7.860	4.910	0.000	0.000
BOILERMAKER		BLD		30.970	33.970	2.0	2.0	2.0	8.270	7.740	0.000	0.300
BRICK MASON		BLD		30.510	31.510	1.5	1.5	2.0	6.670	6.450	0.000	0.430
CARPENTER		BLD		27.220	28.720	1.5	1.5	2.0	5.810	8.170	0.000	0.570
CARPENTER		HWY		26.480	28.230	1.5	1.5	2.0	5.810	7.670	0.000	0.500
CEMENT MASON		ALL		31.000	32.000	2.0	2.0	2.0	5.900	7.940	0.000	0.150
CERAMIC TILE FNSHER		BLD		26.670	0.000	1.5	1.5	2.0	5.900	4.000	0.000	0.390
COMMUNICATION TECH		BLD		30.000	31.500	1.5	1.5	2.0	8.770	8.900	0.000	0.300
ELECTRIC PWR EQMT OP		ALL		30.750	0.000	1.5	1.5	2.0	4.750	8.610	0.000	0.000
ELECTRIC PWR GRNDMAN		ALL		21.090	0.000	1.5	1.5	2.0	4.750	5.905	0.000	0.000
ELECTRIC PWR LINEMAN		ALL		34.160	36.350	1.5	1.5	2.0	4.750	9.560	0.000	0.000
ELECTRIC PWR TRK DRV		ALL		22.130	0.000	1.5	1.5	2.0	4.750	6.200	0.000	0.000
ELECTRICIAN	N	BLD		36.100	39.350	1.5	1.5	2.0	9.170	11.82	0.000	0.360
ELECTRICIAN	S	BLD		32.010	34.010	1.5	1.5	2.0	5.150	5.410	0.000	0.480
ELEVATOR CONSTRUCTOR		BLD		34.190	38.460	2.0	2.0	2.0	8.275	6.060	2.050	0.000
GLAZIER		BLD		27.020	27.770	1.5	1.5	2.0	6.400	5.750	0.000	0.500
HT/FROST INSULATOR		BLD		33.300	35.050	1.5	1.5	2.0	7.860	8.610	0.000	0.310
IRON WORKER		ALL		28.000	29.000	2.0	2.0	2.0	8.040	11.85	0.000	0.550
LABORER		ALL		25.660	26.660	1.5	1.5	2.0	6.050	4.900	0.000	0.600
LABORER, SKILLED		BLD		26.060	27.060	1.5	1.5	2.0	6.050	4.900	0.000	0.600
LABORER, SKILLED		HWY		24.860	25.860	1.5	1.5	2.0	5.850	4.500	0.000	0.600
LATHER		BLD		27.220	28.720	1.5	1.5	2.0	5.810	8.170	0.000	0.570
MACHINIST		BLD		38.390	40.390	2.0	2.0	2.0	4.880	6.550	2.650	0.000
MARBLE FINISHERS		BLD		26.670	0.000	1.5	1.5	2.0	5.900	4.000	0.000	0.390
MARBLE MASON		BLD		29.910	30.160	1.5	1.5	2.0	5.900	5.500	0.000	0.420
MILLWRIGHT		HWY		17.100	18.350	1.5	1.5	2.0	1.450	1.500	0.000	0.000
MILLWRIGHT	E	BLD		32.000	35.200	1.5	1.5	2.0	6.100	9.250	0.000	0.560
MILLWRIGHT	W	BLD		32.000	35.200	1.5	1.5	2.0	6.100	9.250	0.000	0.560
OPERATING ENGINEER		BLD	1	39.750	43.750	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	2	38.450	43.750	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	3	35.900	43.750	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	4	34.150	43.750	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	1	39.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	2	39.200	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	3	37.150	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	4	35.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	5	34.550	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
PAINTER		ALL		27.350	28.350	1.5	1.5	1.5	6.400	6.500	0.000	0.500
PAINTER SIGNS		BLD		28.970	32.520	1.5	1.5	1.5	2.600	2.310	0.000	0.000
PILEDRIVER		BLD		27.470	28.970	1.5	1.5	2.0	5.810	8.170	0.000	0.570
PILEDRIVER		HWY		26.480	28.230	1.5	1.5	2.0	5.810	7.670	0.000	0.500
PIPEFITTER		BLD		40.000	42.000	1.5	1.5	2.0	8.660	7.550	0.000	1.120
PLASTERER	N	BLD		31.000	32.000	2.0	2.0	2.0	5.900	7.940	0.000	0.150
PLASTERER	S	BLD		33.850	35.350	1.5	1.5	2.0	6.740	7.100	0.000	0.400
PLUMBER		BLD		40.000	42.000	1.5	1.5	2.0	8.000	8.500	0.000	0.760
ROOFER		BLD		26.560	27.560	1.5	1.5	2.0	6.460	3.310	0.000	0.330
SHEETMETAL WORKER		BLD		31.680	32.930	1.5	1.5	2.0	6.170	8.640	0.000	0.300
SPRINKLER FITTER		BLD		31.240	33.240	1.5	1.5	2.0	6.500	5.350	0.000	0.250
STONE MASON		BLD		30.510	31.510	1.5	1.5	2.0	6.670	6.450	0.000	0.430
TERRAZO FINISHER		BLD		26.670	0.000	1.5	1.5	2.0	5.900	4.000	0.000	0.390
TILE LAYER		BLD		27.220	28.720	1.5	1.5	2.0	5.810	8.170	0.000	0.570
TILE MASON		BLD		29.910	30.160	1.5	1.5	2.0	5.900	5.500	0.000	0.420
TRUCK DRIVER		ALL	1	26.655	0.000	1.5	1.5	2.0	7.900	3.550	0.000	0.000
TRUCK DRIVER		ALL	2	27.055	0.000	1.5	1.5	2.0	7.900	3.550	0.000	0.000
TRUCK DRIVER		ALL	3	27.255	0.000	1.5	1.5	2.0	7.900	3.550	0.000	0.000
TRUCK DRIVER		ALL	4	27.505	0.000	1.5	1.5	2.0	7.900	3.550	0.000	0.000
TRUCK DRIVER		ALL	5	28.255	0.000	1.5	1.5	2.0	7.900	3.550	0.000	0.000
TRUCK DRIVER		O&C	1	21.320	0.000	1.5	1.5	2.0	7.900	3.550	0.000	0.000
TRUCK DRIVER		O&C	2	21.640	0.000	1.5	1.5	2.0	7.900	3.550	0.000	0.000
TRUCK DRIVER		O&C	3	21.800	0.000	1.5	1.5	2.0	7.900	3.550	0.000	0.000
TRUCK DRIVER		O&C	4	22.000	0.000	1.5	1.5	2.0	7.900	3.550	0.000	0.000
TRUCK DRIVER		O&C	5	22.600	0.000	1.5	1.5	2.0	7.900	3.550	0.000	0.000
TUCKPOINTER		BLD		30.510	31.510	1.5	1.5	2.0	6.670	6.450	0.000	0.430

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

LASALLE COUNTY

ELECTRICIANS (NORTH) - Townships of Mendota, Meriden, Earl, Adams, Troy Grove, Ophir, Northville, Freedom, Serena, Mission, Dimmick, Waltham, Wallace, Dayton, Rutland, Miller, Manlius, Peru, LaSalle, Utica, Ottawa, South Ottawa, Eden, Vermilion, Deer Park, Farm Ridge.

MILLWRIGHTS (EAST) - The Eastern 1/3 of the county (approx.).

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. 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 such as the day after Thanksgiving for Veterans Day. 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.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZO 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 way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

COMMUNICATIONS TECHNICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice, sound and vision production and reproduction, telephone and telephone interconnect, facsimile, equipment and appliances used for domestic, commercial, educational and entertainment purposes, pulling of wire through conduit but not the installation of conduit.

LABORER, SKILLED - BUILDING AND HIGHWAY

The skilled laborer building (BLD) and heavy & highway (HWY) classification shall encompass the following types of work, irrespective of the site of the work: flagging, caisson worker plus depth, gunnite nozzle men, lead man on sewer work, welders, cutter burners and torchmen, chain saw operator, paving breaker, jackhammer

and drill operators, layout man and/or drainage tile layer, steel form setter - street and highway, air tamping hammerman, signal man on crane, concrete saw operator, concrete saw operator walk behind, screenman on asphalt pavers, front end man on chip spreader, laborers tending masons with hot material or where foreign materials are used, multiple concrete duct - leadman, luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen (permanent, portable or temporary plant), laborers handling masterplate or similar materials, laser beam operator, coring machine operator, plaster tenders, underpinning and shoring of buildings, material selector when working with fire-brick or castable material, fire watch, signaling of all power equipment, tree topper or trimmer when in connection with construction, and diver tender.

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 - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work 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 when in connectin with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

Class 1. Assistant Craft Foreman; Craft Foreman; Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes w/Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two tigger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment.); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes; Squeeze Cretes-screw Type Pumps; Gypsum Bulker and Pump; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (self-propelled); Rock Drill (Truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressors; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving and Extracting); Vibratory Roller; Lowboys; Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches.

Class 4. Bobcat/Skid Steer Loader; Brick Forklift; Hoists, Inside Elevators push button with automatic doors; Oilers.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder; ABC Paver; Backhoes with Caisson Attachment; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock/Track Tamper; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping form (Tunnel); Tractor Drawn Belt Loader with attached pusher; Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Locomotives, Dinky; Laser Screed; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem; Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc. Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw

Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps; Tractaire; Welding Machines (2 through 5); Winches.

Class 5. Bobcats (All); Brick Forklifts; Oilers. 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 618/993-7271 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.