

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

**PREQUALIFICATION**

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

**REQUESTS FOR AUTHORIZATION TO BID**

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

**WHO CAN BID ?**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS**

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

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

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

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

### **NOTICE**

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

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

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

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

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

RETURN WITH BID

# 1LR

Letting  
September 17, 2010

|                       |
|-----------------------|
| Proposal submitted by |
| Name                  |
| Address               |
| City                  |

## NOTICE TO PROSPECTIVE BIDDERS

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

(SEE INSTRUCTIONS ON THE INSIDE FRONT COVER)

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

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



Illinois Department  
of Transportation

Springfield, Illinois 62764

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

Project Name: Red Fox Mine Tree Planting Reclamation Project

County: Perry

Project Number: AML-GPeE-0816

PLEASE MARK THE APPROPRIATE BOX BELOW:

A Bid Bond is included.

A Cashier's Check or a Certified Check is included.

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## INSTRUCTIONS

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

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

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

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

1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
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### WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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



# Illinois Department of Natural Resources

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

Pat Quinn, Governor  
Marc Miller, Director

## RETURN WITH BID PROPOSAL

TO THE DEPARTMENT OF NATURAL RESOURCES

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

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

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

the reclamation of: **Red Fox Mine Tree Planting Reclamation Project**. This proposed reclamation project is located on the east side of DuQuoin in Section 9 of Township 6 South, Range 1 East in Perry County, Illinois. 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: **AML-GPeE-0816, Red Fox Mine Tree Planting Reclamation Project**.

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



**RETURN WITH BID**

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

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

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

**Schedule of Combination Bids**

| Combination No. | Sections Included in Combination | Combination Bid |       |
|-----------------|----------------------------------|-----------------|-------|
|                 |                                  | Dollars         | Cents |
|                 |                                  |                 |       |
|                 |                                  |                 |       |
|                 |                                  |                 |       |
|                 |                                  |                 |       |

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

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

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

Check box Yes   
 Check box No

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

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## RETURN WITH BID

### SCHEDULE OF PRICES Contract Bid Items

Project Name: Red Fox Mine Tree Planting  
Reclamation Project

County: Perry

Project Number: AML-GPeE-0816 / 1LR

| #  | BID ITEM DESCRIPTION              | UNIT  | QUANTITY | UNIT PRICE | TOTAL PRICE |
|----|-----------------------------------|-------|----------|------------|-------------|
| 1  | Earth Excavation                  | CY    | 152      |            |             |
| 2  | Furnished Excavation              | CY    | 237      |            |             |
| 3  | Seeding                           | ACRE  | 0.6      |            |             |
| 4  | Nitrogen Fertilizer Nutrient      | POUND | 60       |            |             |
| 5  | Phosphorus Fertilizer Nutrient    | POUND | 90       |            |             |
| 6  | Potassium Fertilizer Nutrient     | POUND | 210      |            |             |
| 7  | Agricultural Ground Limestone     | TON   | 3.0      |            |             |
| 8  | Mulch, Method 1                   | ACRE  | 0.6      |            |             |
| 9  | Tree, Shingle Oak, 2" BB          | EACH  | 20       |            |             |
| 10 | Tree, Pin Oak, 2" BB              | EACH  | 20       |            |             |
| 11 | Tree, Red Oak, 2" BB              | EACH  | 30       |            |             |
| 12 | Tree, Cherry, 2" BB               | EACH  | 20       |            |             |
| 13 | Tree, White Pine, 2" BB           | EACH  | 20       |            |             |
| 14 | Tree, Box Elder Maple, 2" BB      | EACH  | 20       |            |             |
| 15 | Tree, Dogwood, 2" BB              | EACH  | 20       |            |             |
| 16 | Tree, Eastern Redbud, 2" BB       | EACH  | 20       |            |             |
| 17 | Tree, Eastern Red Cedar, 3 gallon | EACH  | 60       |            |             |
| 18 | Special Excelsior Blanket         | SY    | 124      |            |             |
| 19 | Mobilization (Max 6% of Bid)      | LS    | 1        |            |             |
|    |                                   |       |          | Total Bid  |             |

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

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

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

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

## RETURN WITH BID

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

#### **I. GENERAL**

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

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

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

#### **II. ASSURANCES**

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

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

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

## RETURN WITH BID

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

### **B. Negotiations**

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

### **C. Inducements**

1. The Illinois Procurement Code provides:

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

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

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

1. The Illinois Procurement Code provides:

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

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

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

1. The Illinois Procurement Code provides:

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

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

### **F. Confidentiality**

1. The Illinois Procurement Code provides:

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

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

## RETURN WITH BID

### **G. Insider Information**

1. The Illinois Procurement Act provides:

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

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

### **III. CERTIFICATIONS**

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

#### **A. Bribery**

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

#### **B. Felons**

1. The Illinois Procurement Code provides:

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

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

## RETURN WITH BID

### **C. Debt Delinquency**

1. The Illinois Procurement Code provides:

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

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

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

1. The Illinois Procurement Code provides:

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

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

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

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

### **F. Educational Loan**

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

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

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

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

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

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

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

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

## RETURN WITH BID

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## RETURN WITH BID

### J. Disclosure of Business Operations in Iran

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

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

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

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

Check the appropriate statement:

Company has no business operations in Iran to disclose.

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

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

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

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

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

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

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

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

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

**M. Lobbyist Disclosure**

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

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

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

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

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

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

Or

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

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

## RETURN WITH BID

### IV. DISCLOSURES

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

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

### B. Financial Interests and Conflicts of Interest

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

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

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

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

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

### C. Disclosure Form Instructions

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

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

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

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

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

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

## RETURN WITH BID

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

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

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

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

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

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

**RETURN WITH BID**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**RETURN WITH BID**

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

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

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

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**3. Communication Disclosure.**

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

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

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

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

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

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

**APPLICABLE STATEMENT**

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

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

**NOT APPLICABLE STATEMENT**

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

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

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

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

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

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

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

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

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

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

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

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

**THE FOLLOWING STATEMENT MUST BE CHECKED**

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

## **RETURN WITH BID**

### **SPECIAL NOTICE TO CONTRACTORS**

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

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

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



## RETURN WITH BID

### PART II. WORKFORCE PROJECTION - continued

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

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

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

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

### PART III. AFFIRMATIVE ACTION PLAN

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

Company \_\_\_\_\_

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

Address \_\_\_\_\_

\_\_\_\_\_

#### NOTICE REGARDING SIGNATURE

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

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

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

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

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

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

## **SUBCONTRACTOR DOCUMENTATION**

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

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

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

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

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

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

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

**A. Bribery**

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

**B. Felons**

1. The Illinois Procurement Code provides:

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

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

**C. Debt Delinquency**

1. The Illinois Procurement Code provides:

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

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

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

1. The Illinois Procurement Code provides:

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

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

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

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

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

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

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

**I. DISCLOSURES**

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

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

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

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

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

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

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

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

**C. Disclosure Form Instructions**

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

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

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

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

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

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

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

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

## RETURN WITH SUBCONTRACT

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

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

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

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

**RETURN WITH SUBCONTRACT**

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

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

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

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

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

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

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

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

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

---

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

---

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

---

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

---

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

---

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

**RETURN WITH SUBCONTRACT**

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

---

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

---

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

---

**3. Communication Disclosure.**

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

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

**RETURN WITH SUBCONTRACT**

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

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

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

**APPLICABLE STATEMENT**

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

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

**NOT APPLICABLE STATEMENT**

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

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

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

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT  
OF TRANSPORTATION

Form B  
Subcontractor: Other Contracts &  
Procurement Related Information  
Disclosure

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

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

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

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

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

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

**THE FOLLOWING STATEMENT MUST BE CHECKED**

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

# RETURN WITH BID

Project Name Red Fox Mine Tree Planting Reclamation Project Project Number AML-GPeE-0816 County Perry

## 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

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

Item Number 1LR  
Letting Date September 17, 2010  
Project Name Red Fox Mine - Tree Planting Project  
Project Number AML-GPeE-0816

**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

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## NOTICE

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



**Illinois Department of Transportation**

# ***SAFETY FACT SHEET***

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

## ***Mine Openings***

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

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

## ***Mine Gas***

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

## ***Mine Refuse***

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

## ***Highwalls***

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

## ***Mine Buildings***

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

## ***Toxic Substances***

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

## ***Safety Precautions***

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

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

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



# Illinois Department of Natural Resources

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

Pat Quinn, Governor  
Marc Miller, Director

## **NOTICE TO BIDDERS**

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

Sealed 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, September 17, 2010** and at that time publicly opened and read.

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

- (a) The proposed reclamation project is officially known as: Red Fox Mine – Tree Planting Project.
- (b) The proposed project is located on the east side of Du Quoin in Section 9 of Township 6 South, Range 1 East in Perry County, Illinois. The proposed work includes approximately 150 cu yds of earth excavation, 240 cu yds of furnished excavation, the planting and care of 170 balled and burlapped 2 inch diameter trees and 60 – 3 gallon container trees, and the seeding and soil amendments for approximately 0.6 acres.

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

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

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

This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Illinois Department of Natural Resources, Office of Mines and Minerals, Division of Abandoned Mined Lands Reclamation in the rules, Invitation for Bids, and contract documents. The issuance of plans and proposal forms for bidding based upon a 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 readvertise 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:  
Red Fox Mine – Tree Planting Project  
Perry County, Illinois  
AML-GPeE-0816

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, 2010 (hereinafter referred to collectively as "Standard Specifications"), are incorporated by reference and made a part of this Contract for the Red Fox Mine – Tree Planting Project, Perry County, AML-GPeE-0816. (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 Red Fox Mine – Tree Planting 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, Pre-qualifications 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 Natural Resources. Proposals, Schedule of Prices, Signature Sheet and other bidding or contract requirements as utilized by the Department of Natural Resources; Office of Mines and Minerals; Division of Abandoned Mined Lands Reclamation (Department) shall apply to this contract.

#### DESCRIPTION OF THE PROJECT

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

#### LOCATION OF THE PROJECT

The Red Fox Mine is located on the east side of Du Quoin in Section 9 of Township 6 South, Range 1 West in Perry County, Illinois.

#### ABILITY OF CONTRACTOR TO COMPLETE WORK

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

#### RESPONSIBILITY OF THE CONTRACTOR

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

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

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

#### STARTING DATE OF CONTRACT

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

#### CONTRACT ENDING DATE

This Contract shall end on or before December 31, 2011 (see also interim progress date below).

#### PROGRESS AND LIQUIDATED DAMAGES

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

Establishing vegetation is critical to the success of reclamation projects. Seeding must be performed within specified times for optimum chances of success. Failure to complete all prerequisite earthwork, erosion control, *permanent* seeding (or temporary seeding, if approved by the Engineer) *and mulching* by **March 15, 2011** shall be considered a material breach of the Contract and the Department may assess liquidated damages immediately upon such failure, and until said work is completed, as provided in Article 108.09 of the Standard Specifications.

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

#### CONSTRUCTION PROJECT SIGN

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

#### EXISTING PAVEMENTS

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

#### BASE AND TOPPING MATERIALS

For temporary construction which will be removed when no longer needed for construction purposes,

and all affected areas restored to original or better condition at the completion of work, the selection of these materials is at the Contractor's option, unless otherwise specified.

## FIELD ENGINEERING

### Requirements Included:

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

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

### Survey Reference Points:

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

### Project Survey Requirement:

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

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

### Records:

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

### Submittal:

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

## OWNER OCCUPANCY

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

## TEMPORARY CONTROLS

### A. Dust and Mud Control:

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

dispersing into the atmosphere.

B. Debris Control:

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

C. Pollution Control:

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

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

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

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

End of SECTION 000

## SECTION 100 - GENERAL REQUIREMENTS AND COVENANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

End of Revisions to SECTION 101: DEFINITION OF TERMS

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

Article 102.01 - (add the following)

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

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

End of Revisions to SECTION 102

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

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

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

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

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

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

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

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

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

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

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

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

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

End of Revisions to SECTION 104: SCOPE OF WORK

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

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

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

Article 107.19 Unexpected Regulated Substances - (revise as indicated)

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

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

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

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

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

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

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

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

(a) Workers Compensation and Employers Liability

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

(2) Employers Liability

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

(b) Commercial General Liability

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

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

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

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

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

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

The required OCP policy shall contain the following endorsement:

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

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

(d) Commercial Automobile Liability

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

|  |             |
|--|-------------|
| Bodily Injury & Property Damage<br>Liability Limit Each Occurrence | \$1,000,000 |
|--|-------------|

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

SECTION 202: ABANDONED MINE SITE EXCAVATION

Article 202.01 Description

Abandoned mine site excavation shall consist of the excavation, removal and satisfactory disposal of materials taken from within the construction limits for the reshaping and disposal of mine refuse; the covering of mine refuse with soil; the construction of embankments, ditches, waterways, entrances, field roads and incidental work.

Construction Requirements

Article 202.02 Clearing, Tree Removal, Hedge Removal

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

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

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

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

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

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 204: BORROW AND FURNISHED EXCAVATION - (revise the following articles as indicated)

Article 204.01 Description - (delete and replace with the following)

Borrow excavation and furnished excavation shall consist of excavating, transporting and placing of suitable materials obtained from borrow locations furnished by the Contractor to the areas of the project site shown in the plans. All borrow locations are subject to the environmental review requirements of Article 107.22 and must be approved by the Department prior to disturbance.

Article 204.03 Materials - (Delete this section)

CONSTRUCTION REQUIREMENTS

Article 204.04 Clearing, Tree Removal, and Protection of Existing Plant Material - (add the following sentence)

All clearing, tree removal, and trash and/or debris removal required at the borrow location(s) will be incidental to borrow excavation or furnished excavation and will not be paid for separately.

Article 204.06 Settlement Platforms (delete this section and replace with the following)

Article 204.06 Increased or Decreased Quantities

The right is reserved to increase or decrease the quantities of borrow excavation and furnished excavation required anywhere within the limits of the contract. If additional borrow excavation or furnished excavation is required, it will be paid for at the contract unit price per cubic yard.

Article 204.07 Method of Measurement - (Delete and replace with the following)

Borrow excavation will be measured in its original position by taking cross-sections before the work is started and again after it has been completed. The volume, in cubic meters (cu yd) of material moved, will be computed by the method of average end areas. Material excavated in excess of that required for the execution of the contract will not be measured for payment.

Furnished excavation will be measured for payment as follows:

- (a) Contract Quantities. The use of contract quantities shall conform to the requirements of Article

202.07 (a).

- (b) Measured Quantities. Furnished excavation will be measured for payment in place and the volume in cubic meters (cu yd) will be computed by the method of average end areas, and then subtracting the final pay quantity of suitable earth excavation and/or special excavation adjusted by a shrinkage factor of 25 percent or as shown on the plans. Furnished excavation placed in excess of that required for the execution of the contract will not be measured for payment. The volume of suitable furnished excavation will be computed on the basis of using the existing ground line as shown on the plans.

Article 204.08 Basis of Payment - (Delete and replace with the following)

Borrow and furnished excavation will be paid for at the contract unit prices per cubic meter (cubic yard) for BORROW EXCAVATION and FURNISHED EXCAVATION.

End of Revisions to SECTION 204: BORROW AND FURNISHED EXCAVATION

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

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

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

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

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

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

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

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

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

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

Article 250.03 Equipment - (revise as indicated)

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

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

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

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

- (j) No-Till Seeder.

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

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

- (a) Prior to the application of fertilizer nutrients and agricultural ground limestone on the soil and/or coal refuse, the Contractor shall notify the Engineer so that the Engineer can sample soil and/or coal refuse, retest and, if necessary, revise the rates for fertilizer and limestone specified on the plans to accommodate actual field conditions.

- (b) Immediately prior to seed bed preparation and seeding, fertilizer nutrients and agricultural ground limestone shall be uniformly spread at the specified rates over the areas designated. Specified rates of agricultural ground limestone and fertilizer nutrients are listed on the plans

under Summary of Quantities or Schedule of Seeding, Fertilizer Nutrients, Mulch and Mowing.  
NOTE: Fertilizer quantities and application rates may be based on two or more applications.  
Potassium may be required to be applied in split applications.

- (c) When Incorporation - Limestone and Mulch are to be used, as specified in the plans, agricultural ground limestone shall be applied in accordance with Section 256 of the Special Provisions. The fertilizer nutrients and seed mixture shall then be uniformly spread at the rates specified over the incorporated areas and tilled into the soil with the seed mixture by use of a spike toothed or tine toothed harrow as directed by the Engineer.
- (d) No-till (zero-till) Seeding. No-Till (zero-till) seeding will not require seed bed preparation. Agricultural ground limestone shall be applied two weeks (14 days) prior to no-till (zero-till) seeding. Fertilizer nutrients shall be applied two weeks (14 days) after no-till (zero-till) seeding according to the Engineer's discretion. The no-till (zero-till) areas may or may not be mowed prior to or after no-till (zero-till) seeding according to the Engineer's discretion. If the Engineer determines mowing is necessary, it will be measured and paid for according to Articles 250.09 and 250.10, respectively. At no time will the seeder be used as a mulch stabilizer in conjunction with seeding or alone.
- (e) Direct Vegetation. If seed bed preparation is required on direct vegetation areas, agricultural ground limestone and fertilizer nutrients shall be applied prior to seeding and according to these specifications. If seed bed preparation is not required or if the Engineer determines it is impractical, the agricultural ground limestone and fertilizer nutrients shall be applied according to the Engineer's discretion.

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

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

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

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

Rolling will not be required.

Article 250.07 Seeding Mixtures - (change to)

Article 250.07 Seeding Requirements and Guarantee

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

SOUTHERN ILLINOIS (South of U.S. Rt. 50)

Spring seeding dates shall be January 1 to March 15, and fall seeding dates shall be August 20 to

September 30 for the following seeding mixes.

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

| <u>SEED</u>         | PURE LIVE SEED |                    |
|---------------------|----------------|--------------------|
|                     | <u>kg/ha</u>   | <u>(LBS./ACRE)</u> |
| Kentucky Bluegrass  | 100            | 110                |
| Perennial Ryegrass  | 60             | 70                 |
| Creeping Red Fescue | <u>40</u>      | <u>50</u>          |
| TOTAL               | 200            | 230                |

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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 reseeding at unit bid prices, or as otherwise agreed upon by the Contractor and the Engineer.

Article 250.08 Selective Mowing Stakes - (delete entire article)

Article 250.09 Method of Measurement - (revise as indicated)

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

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

Article 250.10 Basis of Payment - (revise as indicated)

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

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

End of Revisions to SECTION 250: SEEDING

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

Article 286.01 Description

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

Article 286.02 Materials

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

- (a) Minimum width - 1200 millimeters (48 inches), plus or minus 25 millimeters (one inch).
- (b) Minimum length of roll - approximately 54.9 millimeters (180 feet).
- (c) Weight - 4.4 kg/m<sup>2</sup> (0.9 pounds per square yard), plus or minus ten percent.
- (d) Fiber length - 80 percent shall be 150 millimeters (six inches) or longer.
- (e) Fiber dimension - 0.5 millimeter (.021 inch) x 1 millimeter (.042 inch), plus or minus 25 percent.

- (f) Both sides of each blanket shall be enclosed with a plastic netting, black or green in color, having an approximate minimum opening of 15.6 millimeters (5/8 inch) x 15.6 millimeters (5/8 inch) to an approximate maximum opening of 50 millimeters (2 inches) x 25 millimeter (1 inch).
- (g) Blankets shall be smolder resistant and shall meet the test of no-flame or smolder for more than a distance of 300 millimeter (12 inches) from a spot where a lighted cigarette is placed on the blanket's surface.
- (h) All material shall be new and unused and the length shall be marked on each roll.
- (i) The manufacturer shall furnish a certification with each shipment of special excelsior blanket stating the number of rolls furnished and that the material complies with the requirements of the specifications.
- (j) Reference Article 1081.10(d) of the Standard Specifications for requirements for staples and Article 1081.10(e) for requirements wood stakes to hold the blanket in place.

#### Article 286.03 Construction Requirements

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

- (a) **Equipment:**  
Equipment may require the use of hand tools to roll out the blanket and tack staples or wooden stakes through the blanket into the soil below.
- (b) **Preparation:**  
Areas to receive blanket will be staked by the Engineer once seeding work is completed. Installation of special excelsior blanket will follow within a 24-hour period.
- (c) **Installation:**
  - (1) Special excelsior blanket shall be installed one layer thick and stapled or staked in accordance with Article 251.04 for excelsior blanket of the Standard Specifications, to comply with the varying widths indicated on the plans. The areas to receive special excelsior blanket will not be mulched.
  - (2) This blanket shall be installed parallel to the direction of slope in neat, straight lines or with uniform curvature to the approval of the Engineer.
- (d) **Acceptance/Clean Up:**
  - (1) Seeded/blanketed areas disturbed by the Contractor shall be repaired in accordance with the Standard Specifications and as specified herein, with no additional cost to the

contract before the Contractor may request a final inspection of the placement of special excelsior blanket.

- (2) Upon completion of the work, remove from the job site and legally dispose of all equipment, surplus materials, empty containers and all other debris resulting from these operations. Clean-up shall be completed prior to final payment.

Article 286.04 Method of Measurement

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

Article 286.05 Basis of Payment

This work will be paid for at the contract unit price per square meter (square yard) for SPECIAL EXCELSIOR BLANKET measured as specified herein.

End of SECTION 286: SPECIAL EXCELSIOR BLANKET

End of Revisions to SECTION 200: EARTHWORK, LANDSCAPING, EROSION CONTROL

SECTION 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

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

**Funded by the**  
**United States Department of Interior**  
**Federal Office of Surface Mining**

**Red Fox Mine -**  
**Tree Planting Project**  
**AML-GPeE-0816**  
**Perry County**

**SCHEDULE OF DRAWINGS:**

1. Cover Sheet
2. General Location / General Notes
3. Summary of Quantities / Project Notes
4. Location Map
5. Existing & Proposed Conditions - South Site
6. Existing & Proposed Conditions - North Site



**Prepared By IDNR Staff**

**Approved for Bidding:**

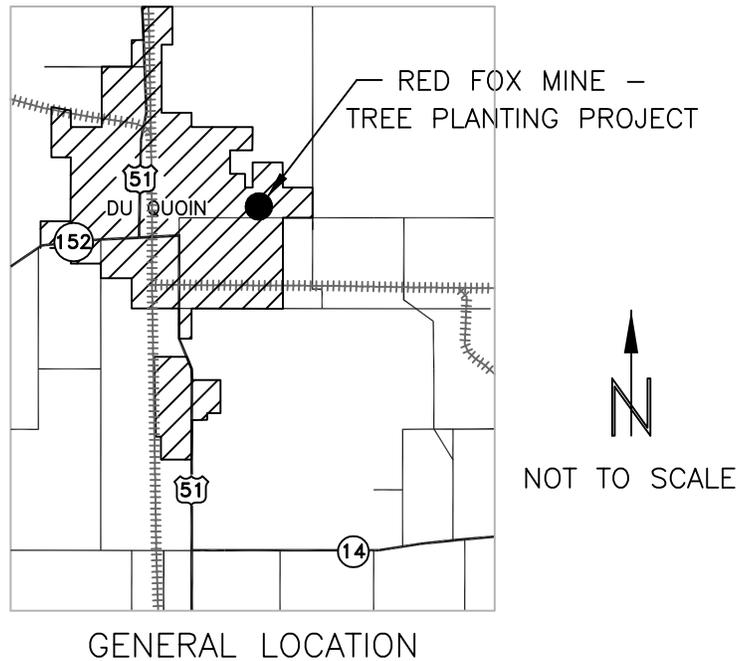
  
Joseph R. Angleton, Director  
Office of Mines and Minerals

**Approved By:**

  
Greg Pinto, Acting Manager  
AML Division

**Approved By:**

  
Lawrence L. Lewis, P.E.  
IL Licensed Professional Engineer  
No. 0062-038880



GENERAL NOTES

All disturbed areas within the construction limits will be graded to match adjacent ground to the satisfaction of the engineer.

The contractor is responsible for visiting the site and familiarizing himself with the existing conditions and the proposed work prior to submitting a bid.

The contractor is responsible for locating and protecting all existing utility lines pertaining to the work.

Unless noted on the plans, all onsite access roads may be used for construction and must be maintained during construction to the satisfaction of the engineer.

The construction limits shall be staked by the contractor prior to construction. The contractor is responsible for the repair and / or restitution at his own expense for damages done to any area outside the construction limits.

## Summary of Quantities

| #  | Item                              | Section  | Quantity |       |       | Unit  | Notes     |
|----|-----------------------------------|----------|----------|-------|-------|-------|-----------|
|    |                                   |          | South    | North | Total |       |           |
| 1  | Earth Excavation                  | 202      |          | 152   | 152   | CY    |           |
| 2  | Furnished Excavation              | 204      |          | 237   | 237   | CY    |           |
| 3  | Seeding                           | 250      |          | 0.6   | 0.6   | ACRE  |           |
| 4  | Nitrogen Fertilizer Nutrient      | 250      |          | 60    | 60    | POUND | 100 LB/AC |
| 5  | Phosphorus Fertilizer Nutrient    | 250      |          | 90    | 90    | POUND | 150 LB/AC |
| 6  | Potassium Fertilizer Nutrient     | 250      |          | 210   | 210   | POUND | 350 LB/AC |
| 7  | Agricultural Ground Limestone     | 250      |          | 3.0   | 3.0   | TON   | 5 TON/AC  |
| 8  | Mulch, Method 1                   | IDOT 251 |          | 0.6   | 0.6   | ACRE  |           |
| 9  | Tree, Shingle Oak, 2" BB          | IDOT 253 |          | 20    | 20    | EACH  |           |
| 10 | Tree, Pin Oak, 2" BB              | IDOT 253 |          | 20    | 20    | EACH  |           |
| 11 | Tree, Red Oak, 2" BB              | IDOT 253 | 10       | 20    | 30    | EACH  |           |
| 12 | Tree, Cherry, 2" BB               | IDOT 253 |          | 20    | 20    | EACH  |           |
| 13 | Tree, White Pine, 2" BB           | IDOT 253 |          | 20    | 20    | EACH  |           |
| 14 | Tree, Box Elder Maple, 2" BB      | IDOT 253 |          | 20    | 20    | EACH  |           |
| 15 | Tree, Dogwood, 2" BB              | IDOT 253 | 10       | 10    | 20    | EACH  |           |
| 16 | Tree, Eastern Redbud, 2" BB       | IDOT 253 | 10       | 10    | 20    | EACH  |           |
| 17 | Tree, Eastern Red Cedar, 3 gallon | IDOT 253 |          | 60    | 60    | EACH  |           |
| 18 | Special Excelsior Blanket         | 286      |          | 124   | 124   | SY    | 8' WIDTH  |
| 19 | Mobilization (Max. 6% of Bid)     | 671      | 0.2      | 0.8   | 1     | L.S.  |           |

### PROJECT NOTES

Application rates for seeding are specified in the Summary of Quantities – Rates column.

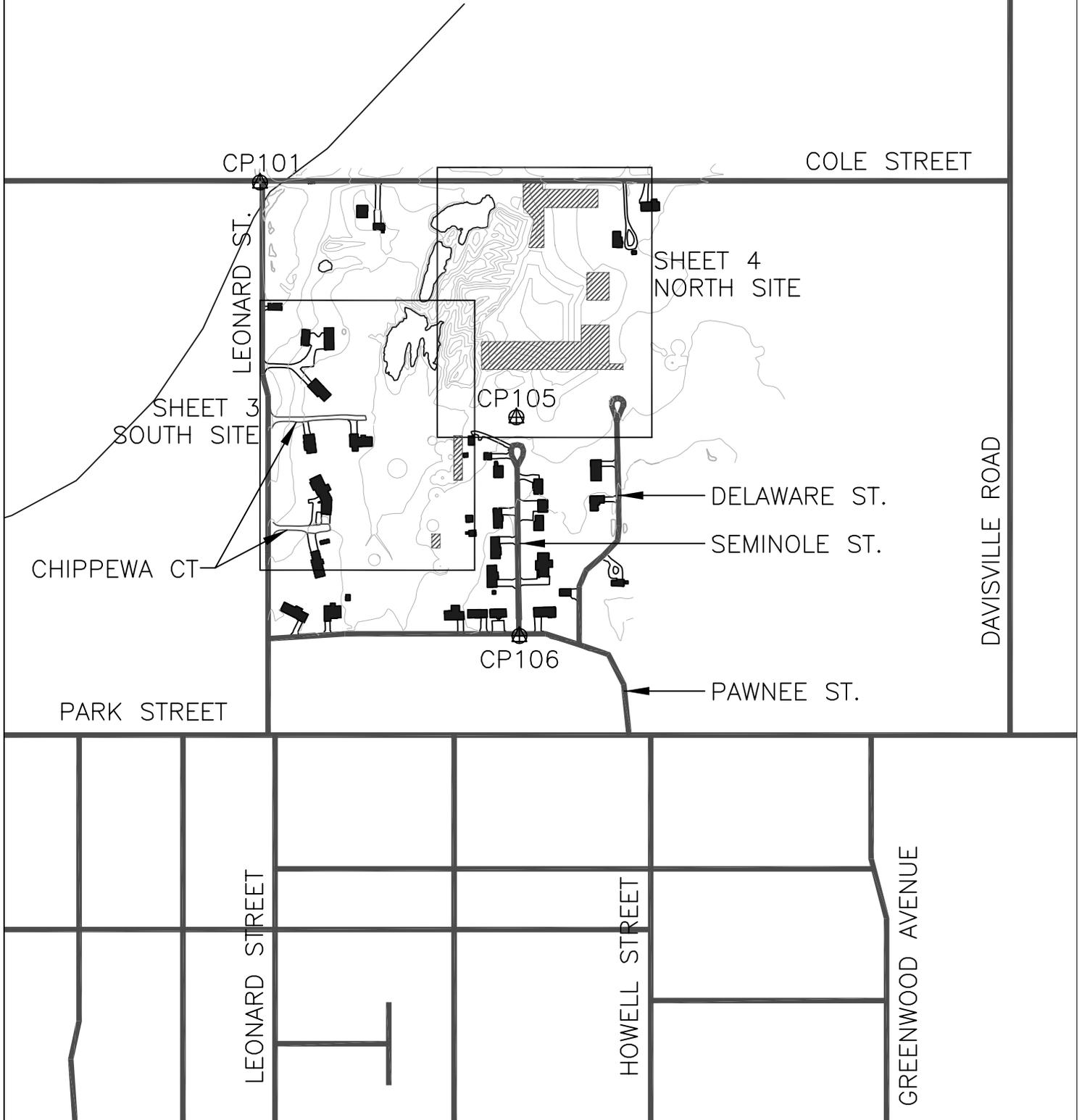
In reference to the Tree items, BB stands for Balled and Burlapped Trees. The noted inch dimension refers to tree trunk diameter. The noted gallon dimension refers to container size of container grown trees.

The Tree planting and care shall be in accordance with the IDOT Standard Specification 253 – Planting Woody Plants and the IDOT Supplemental Specification for Section 253.

No grading work is required in the areas for the tree planting operation. Per Article 253.07 of the Standard Specifications, the Contractor shall furnish all marking flags for locating the trees and shall mark the common name of the plants. The Engineer, with guidance from the Landowner(s) and suggestion from the Contractor, shall place the marking flags.

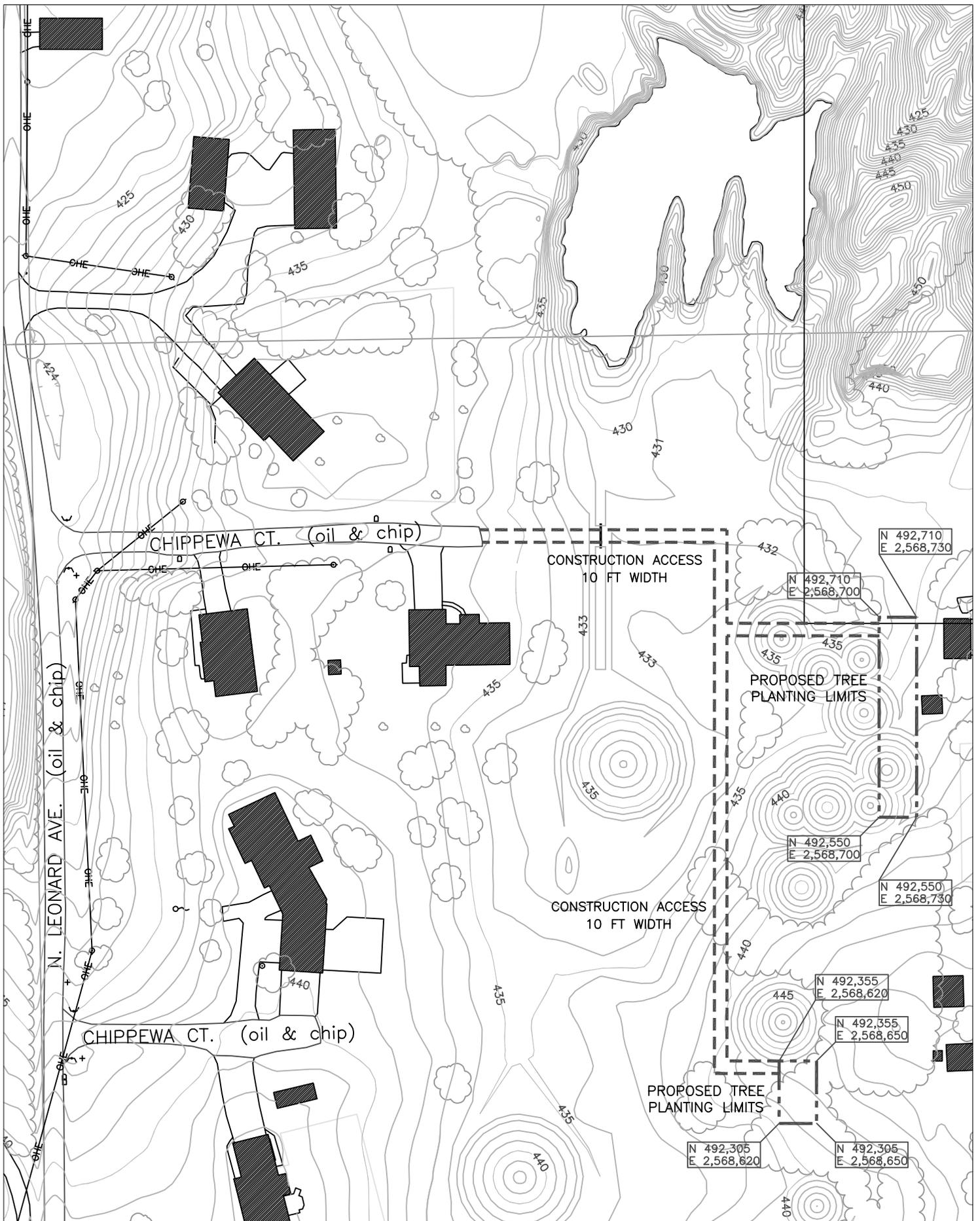
Per Section 253.14 of the Supplemental Specification, the plants shall endure a period of establishment prior to being accepted. This period shall begin in June and end in September of the same year.

| CP# | ELEV.  | NORTHING   | EASTING      | DESCRIPTION      |
|-----|--------|------------|--------------|------------------|
| 101 | 420.91 | 493,625.10 | 2,567,999.61 | MAGNETIC NAIL    |
| 105 | 439.51 | 492,776.92 | 2,568,925.40 | IRON PIPE W/ CAP |
| 106 | 447.71 | 491,986.74 | 2,568,936.33 | MAGNETIC NAIL    |



Location Map



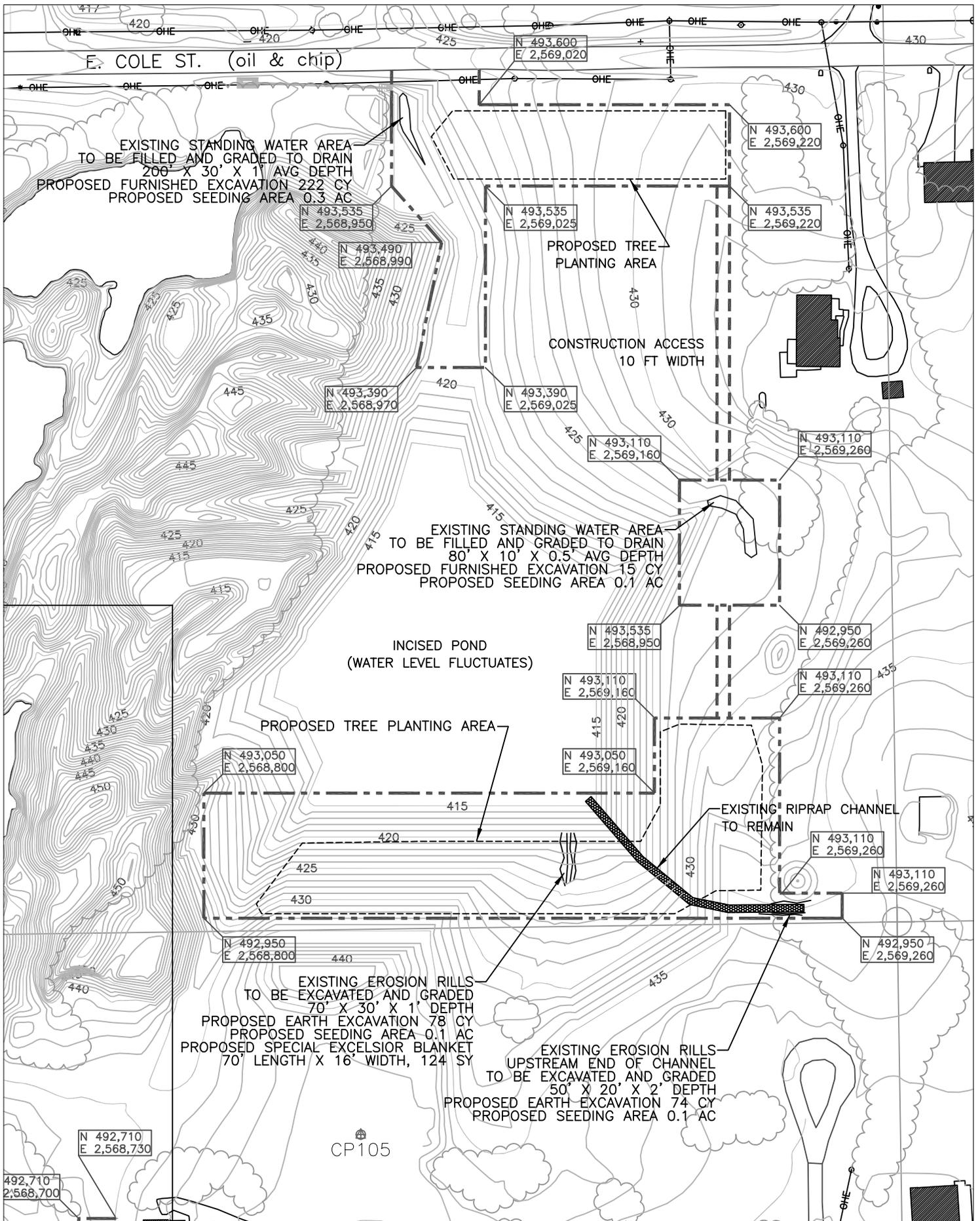


South Site  
 Red Fox Mine – Tree Planting Project  
 AML-GPeE-0816  
 Perry County

Existing and Proposed Conditions

1" = 100'  
 Sheet 5 of 6





North Site  
 Red Fox Mine – Tree Planting Project  
 AML-GPeE-0816  
 Perry County

Existing and Proposed Conditions

1" = 100'  
 Sheet 6 of 6



# “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

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

5.2

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

3.5

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

3.5

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

19.6

1740 Kankakee, IL -  
IL - Kankakee

9.1

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

18.4

084 Champaign - Urbana, IL:  
SMSA Counties:  
IL - Champaign - Urbana - Pantou, IL -  
IL - Champaign

7.8

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

1.3

(Rev. 11/1/80)

The requirements of the following provisions written for Federally-assisted construction contracts, including all goals and timetables and affirmative action steps, shall also apply to all State-funded construction contracts awarded by the Illinois Department of Transportation.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

- 1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentages terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

APPENDIX A

The following goal for female utilization in each construction craft and trade shall apply to all contractors holding Federal and Federally assisted construction contracts and subcontracts in excess of \$10,000. The goal is applicable to the contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, Federally assisted or nonfederally related construction contract or subcontract.

AREA COVERED (STATEWIDE)

Goals for Women Apply Nationwide.

GOAL

Goal (percent)

6.9

Female Utilization.....

APPENDIX B - Continued

| Economic Area  | Goal (percent) | Economic Area  | Goal (percent) |
|--|----------------|--|----------------|
| 085 Springfield - Decatur, IL:<br>SAGA Counties:<br>2010 Decatur, IL -<br>IL - Marion  | 7.6            | 009 Havanaport, Rock Island, Moline, IA - IL:<br>SAGA Counties:<br>1960 Davenport, Rock Island, Moline, IA - IL -<br>IL - Henry, Rock Island<br>IA - Scott   | 4.6            |
| 2880 Springfield, IL -<br>IL - Menard, Sangamon  | 4.5            | Non-SAGA Counties -<br>IL - Carroll, Hancock,<br>Hancock, Whiteside  | 3.1            |
| Non-SAGA Counties -<br>IL - Cass, Christian, Dewitt, Logan,<br>Harrison, Hancock, Scott, Shelby  | 4.0            | IA - Clinton, Deshaines, Henry,<br>Lee, Louisa, Mascatinge<br>MO - Clark   |                |
| 086 Peoria, IL:<br>Non-SAGA Counties -   | 3.1            | 107 St. Louis, MO:<br>SAGA Counties:<br>7040 St. Louis, MO - IL -<br>IL - Clinton, Madison, Monroe, St. Clair<br>MO - Franklin, Jefferson, St. Charles,<br>St. Louis, St. Louis City   | 14.7           |
| IL - Adams, Brown, Pike<br>MO - Lewis, Marion, Pike, Ralls   |                | Non-SAGA Counties -<br>IL - Alexander, Bond, Calhoun, Clay,<br>Effingham, Fayette, Franklin, Greene,<br>Jackson, Jasper, Jefferson, Jersey,<br>Johnson, Macoupin, Marion, Montgomery,<br>Perry, Pulaski, Randolph, Richland,<br>Union, Washington, Wayne, Williamson |                |
| 087 Peoria, IL:<br>SAGA Counties:<br>1010 Bloomington - Normal, IL -<br>IL - McLean  | 2.5            | MO - Bollinger, Butler, Cape Girardeau,<br>Carter, Crawford, Dent, Gasconade,<br>Iron, Lincoln, Madison, Maries,<br>Mississippi, Montgomery, Perry,<br>Phelps, Reynolds, Ripley, St. Francois,<br>Ste. Genevieve, Scott, Stoddard, Warren,<br>Washington, Wayne      | 11.4           |
| 6120 Peoria, IL -<br>IL - Peoria, Tazewell, Woodford   | 4.4            |  |                |
| Non-SAGA Counties -<br>IL - Fulton, Knox, McDonough, Marshall,<br>Pike, Schuyler, Stark, Warren  | 3.3            |  |                |
| 088 Rockford, IL:<br>SAGA Counties:<br>6040 Rockford, IL -<br>IL - Boone, Winnebago  | 6.3            |  |                |
| Non-SAGA Counties -<br>IL - Lee, Ogler, Stephenson   | 4.6            |  |                |
| 089 Dubuque, IA:<br>Non-SAGA Counties -<br>IL - Jubaevics<br>IA - Attamakee, Clayton, Delaware,<br>Jackson, Minnehaha<br>MO - Crawford, Grant, Lafayette | 0.5            |  |                |

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the Contractor, pursuant to the contract, performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for such area federally involved and nonfederally involved construction.

The Contractor's compliance with Executive Order and the regulations in 41 CFR Part 60-4 shall be based on 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 Programs within 10 working days of award of any construction contract and/or subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. This notification will list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is the entire State of Illinois for the goal set forth in APPENDIX A and the county or counties in which the work is located for the goals set forth in APPENDIX B.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

- 1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the employer's quarterly Federal Tax Return, U.S. Treasury Department Form 941;
  - d. "Minority" includes:
    - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
    - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands) and
    - (4) American Indian or Alaska Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

7. Whenever the Contractor, or any Subcontractor at any tier, subcontract a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

8. If the Contractor is participating pursuant to 41 CFR 60-4.5 in a Homeown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Homeown Plan. Each Contractor or Subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.

9. The Contractor shall implement the specific affirmative action standards provided in paragraph 7a through 7c of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any office of Federal Contract Compliance Programs or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each trade during the period specified.

10. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

11. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

12. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

7. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

8. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

9. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainer programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

10. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

11. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with union supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

12. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

13. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

14. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

15. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

16. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

17. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

8. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

9. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

10. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

11. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 9). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 9 of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

12. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specified minority group of women is underutilized).

13. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

14. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

15. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

16. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated

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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: Prevailing Wage Rates

The Illinois Prevailing Wage Act (820 ILCS 130/) requires payment of prevailing wages on State of Illinois public works projects.

As required by this Act, not less than the rates of wages ascertained by the Illinois Department of Labor and as revised during the performance of a Contract shall be paid to all laborers, workers and mechanics performing abandoned mined lands reclamation work work under the Contract.

Post the scale of wages in a prominent and easily accessible place at the site of work. If the Illinois Department of Labor revises the prevailing rates of wages to be paid as listed in the specification of rates, the contractor shall post the revised rates of wages and shall pay not less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or by calling 312-793-2814. It is the responsibility of the contractor to review the rates applicable to the work of the contract at regular intervals in order to insure the timely payment of current rates. Provision of this information to the contractor by means of the Illinois Department of Labor web site satisfies the notification of revisions by the Department to the contractor pursuant to the Act, and the contractor agrees that no additional notice is required. The contractor shall notify each of its subcontractors of the revised rates of wages.

Abandoned mined lands reclamation projects are federally funded public works projects, therefore they are also subject to the provisions of the federal Davis-Bacon Act including its wage and benefit determinations. Please see the U.S. Department of Labor website at: <http://www.dol.gov/whd/contracts/dbra.htm> for assistance with compliance with this Act.