

2W

June 11, 2021 Letting

Notice to Bidders Specifications And Proposal



Illinois
Department of
Natural Resources

Springfield, Illinois 62702

Illinois Department of Natural Resources
Office of Water Resources
Division of Capital Programs

Contract No. FR-439
Project Name: Touhy Avenue Dam Removal,
Des Plaines River
Park Ridge, Illinois
County: Cook



Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
www.dnr.illinois.gov

JB Pritzker, Governor
Colleen Callahan, Director

NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m., Friday June 11, 2021, at which time the bids will be publicly opened from the iCX Secure Vault.
- 2. DESCRIPTION OF WORK.** The proposed work is identified and advertised for bids in the Invitation for Bids as:
2W
Touhy Avenue Dam Removal
Des Plaines River
Park Ridge, Illinois
Cook County
FR-439

Dam removal on the Des Plaines River and bank stabilization in the vicinity of the dam.
- 3. INSTRUCTIONS 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 IDOT 2016 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 certification 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. The work on this contract is 100% State funded by IDNR.
 - (c) A copy of the Annual Proposal Bid Bond (or Proposal Bid Bond, if applicable), DBE Utilization Plan, and DBE Participation Statement(s) must be forwarded to the Agency Procurement Officer at the mailing address shown above (attn: Craig Foxall) or emailed to Craig.R.Foxall2@illinois.gov.
- 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 Water Resources, Division of Capital Programs in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to re-advertise the proposed project, and to waive technicalities.

By Order of the
Illinois Department of Natural Resources
Office of Water Resources
Loren Wobig, Director

Illinois Department of Natural Resources
Office of Water Resources
Division of Capital Programs

Annual Proposal Bid Bond

This Annual Proposal Bid Bond shall become effective at 12:01 AM (CDST) on _____ and shall be valid until _____ 11:59 PM (CDST).

KNOW ALL MEN BY THESE PRESENTS, That We _____
as PRINCIPAL, and _____

as SURETY, and held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in the bid proposal under "Proposal Guaranty" in effect on the date of the Invitation for Bids, 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 may submit bid proposal(s) to the STATE OF ILLINOIS, acting through the Department of Transportation, for various improvements published in the Transportation Bulletin during the effective term indicated above.

NOW, THEREFORE, if the Department shall accept the bid proposal(s) of the PRINCIPAL; and if the PRINCIPAL shall, within the time and as specified in the bidding and contract documents; and if, after award by the Department, 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 enter into such contract and to give the specified bond, the PRINCIPAL pays to the Department the difference not to exceed the penalty hereof between the amount specified in the bid proposal and such larger amount for which the Department 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 Department 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 Department within fifteen (15) days of written demand therefor. If Surety does not make full payment within such period of time, the Department may bring an action to collect the amount owed. Surety is liable to the Department for all its expenses, including attorney's fees, incurred in any litigation in which it prevails either in whole or in part.

In TESTIMONY WHEREOF, the said PRINCIPAL has caused this instrument to be signed by its officer _____ day of _____ A.D., _____.

In TESTIMONY WHEREOF, the said SURETY has caused this instrument to be signed by its officer _____ day of _____ A.D., _____.

(Company Name)

(Company Name)

By _____
(Signature and Title)

By _____
(Signature of Attorney-in-Fact)

Notary for PRINCIPAL

Notary for SURETY

STATE OF _____
COUNTY OF _____

STATE OF _____
COUNTY OF _____

Signed and attested before me on _____ (date)
by _____
(Name of Notary Public)

Signed and attested before me on _____ (date)
by _____
(Name of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Date Commission Expires)

(Seal) _____
(Signature of Notary Public)

(Date Commission Expires)

In lieu of completing the above section of the Annual Proposal Bid Bond form, the Principal may file an Electronic Bid Bond. By signing the proposal(s) the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the State of Illinois under the conditions of the bid bond as shown above.

Electronic Bid Bond ID # _____ Company/Bidder Name _____ Signature and Title _____

This bond may be terminated, at Surety's request, upon giving not less than thirty (30) days prior written notice of the cancellation/termination of the bond. Said written notice shall be issued to the Illinois Department of Transportation, Chief Contracts Official, 2300 South Dirksen Parkway, Springfield, Illinois, 62764, and shall be served in person, by receipted courier delivery or certified or registered mail, return receipt requested. Said notice period shall commence on the first calendar day following the Department's receipt of written cancellation/termination notice. Surety shall remain firmly bound to all obligations herein for proposals submitted prior to the cancellation/termination. Surety shall be released and discharged from any obligation(s) for proposals submitted for any letting or date after the effective date of cancellation/termination.

Illinois Department of Natural Resources

Office of Water Resources

Division of Capital Programs

Proposal Bid Bond

Item No.	2W
Letting Date	June 11, 2021
Project Name	Touhy Avenue Dam Removal
Project Number	FR-439

KNOW ALL PERSONS BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

as SURETY, and held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, 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, acting through the Department of Transportation, for the improvement designated by the Transportation Bulletin Item Number and Letting Date indicated above.

NOW, THEREFORE, if the Department 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; and if, after award by the Department, 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 enter into such contract and to give the specified bond, the PRINCIPAL pays to the Department the difference not to exceed the penalty hereof between the amount specified in the bid proposal and such larger amount for which the Department 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 Department 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 Department within fifteen (15) days of written demand therefor. If Surety does not make full payment within such period of time, the Department may bring an action to collect the amount owed. Surety is liable to the Department for all its expenses, including attorney's fees, incurred in any litigation in which it prevails either in whole or in part.

In TESTIMONY WHEREOF, the said PRINCIPAL has caused this instrument to be signed by its officer _____ day of _____ A.D., _____

(Company Name)

In TESTIMONY WHEREOF, the said SURETY has caused this instrument to be signed by its officer _____ day of _____ A.D., _____

(Company Name)

By _____
(Signature and Title)

By _____
(Signature of Attorney-in-Fact)

Notary for PRINCIPAL

Notary for SURETY

STATE OF _____
COUNTY OF _____

STATE OF _____
COUNTY OF _____

Signed and attested before me on _____ (date)
by _____
(Name of Notary Public)

Signed and attested before me on _____ (date)
by _____
(Name of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Date Commission Expires)

(Seal) _____
(Signature of Notary Public)

(Date Commission Expires)

In lieu of completing the above section of the Proposal Bid Bond form, the Principal may file an Electronic Bid Bond. By signing the proposal the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the State of Illinois under the conditions of the bid bond as shown above.

Electronic Bid Bond ID # _____	Company/Bidder Name _____	Signature and Title _____
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(1) Policy

It is public policy that disadvantageded businesses as defined in the Special Provision shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal or State funds.

(2) Obligation

The contractor agrees to ensure that disadvantageded businesses as defined in the Special Provision have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with Federal or State funds. The contractor shall take all necessary and reasonable steps in accordance with the Special Provision to ensure that said businesses have the maximum opportunity to compete for and perform under this contract. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.

(3) Project and Bid Identification

Complete the following information concerning the project and bid:

Total Bid _____

Contract DBE Goal _____ (Percent) _____ (Dollar Amount)

Project _____

County _____

Letting Date _____

Contract No. _____

Letting Item No. _____

(4) Assurance

I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure the Department that on this project, my company: (check one)

- Meets or exceeds contract award goals and has provided documented participation as follows:
Disadvantaged Business Participation _____ percent

Attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a Commercially Useful Function in the work of the contract.

- Failed to meet contract award goals and has included good faith effort documentation to meet the goals and that my company has provided participation as follows:
Disadvantaged Business Participation _____ percent

The contract goals should be accordingly modified or waived. Attached is all information required by the Special Provision in support of this request including good faith effort. Also attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

Company

By _____

Title _____

Date _____

The "as read" Low Bidder is required to comply with the Special Provision.

Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision.

Illinois Department of Natural Resources
One Natural Resources Way
Springfield, Illinois 62702-1271



DBE Participation Statement

Subcontractor Registration Number _____

Letting _____

Participation Statement

Item No. _____

(1) Instructions

Contract No. _____

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the Special Provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm. Trucking participation items; description must list what is anticipated towards goal credit.

(2) Work:

Please indicate: J/V _____ Manufacturer _____ Supplier (60%) _____ Subcontractor _____ Trucking _____

Pay Item No.	Description (Anticipated items for trucking)*	Quantity	Unit Price	Total
				\$
				\$
				\$
				\$
				\$
				\$
Total				

(3) Partial Payment Items (For any of the above items which are partial pay items)

Description must be sufficient to determine a Commercially Useful Function, specifically describe the work and subcontract dollar amount:
*Applies to trucking only

(4) Commitment

When a DBE is to be a second-tier subcontractor, or if the first-tier DBE subcontractor is going to be subcontracting a portion of its subcontract, it must be clearly indicated on the DBE Participation Statement, and the details of the transaction fully explained.

In the event a DBE subcontractor second-tiers a portion of its subcontract to one or more subcontractors during the work of a contract, the prime must submit a DBE Participation Statement, with the details of the transaction(s) fully explained.

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor or 1st Tier subcontractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

Signature for Contractor ___ 1st Tier ___ 2nd Tier

Signature for DBE Firm ___ 1st Tier ___ 2nd Tier

Date _____

Date _____

Contact Person _____

Contact Person _____

Title _____

Title _____

Firm Name _____

Firm Name _____

Address _____

Address _____

City/State/Zip _____

City/State/Zip _____

Phone _____

Phone _____

Email Address _____

Email Address _____

The Department of Natural Resources is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under the state and federal law. Disclosure of this information is **REQUIRED**. Failure to provide any information will result in the contract not being awarded.

E _____

WC _____

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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



SUBCONTRACTOR DOCUMENTATION

Public Acts 96-0795, 96-0920, and 97-0895 enacted substantial changes to the provisions of the 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 that entered into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Code and 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 Illinois Department of Transportation's CPO upon request within 15 calendar days after execution of the subcontract.

Financial disclosures required pursuant to Sec. 50-35 of the Code must be submitted for all applicable subcontractors. The subcontract shall contain the certifications required to be made by subcontractors pursuant to Article 50 of the 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.

RETURN WITH SUBCONTRACT

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

Article 50 of the Code establishes the duty of all State CPOs, SPOs, 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 CPO may terminate or void the contract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification. If a false certification is made by a subcontractor the contractor's submitted bid and the executed contract may not be declared void unless the contractor refuses to terminate the subcontract upon the State's request after a finding that the subcontractor's certification was false.

Section 50-2 of the Illinois Procurement Code (Code) provides that every person that has entered into a contract for more than one year in duration for the initial term or for any renewal term shall certify, by January 1 of each fiscal year covered by the contract after the initial fiscal year, to the CPO or, if the procurement is under the authority of a CPO, the applicable procurement officer of any changes that affect its ability to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subcontractor continues to meet all requirements of this Article, it shall not be required to submit any certification or if the work under the contract has been substantially completed before contract expiration but the contract has not yet expired. 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 of the Code is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Illinois False Claims Act for submission of a false claim.

A. Bribery

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 2012.

(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 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 CPO 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.

The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50-5.

B. Felons

Section 50-10. Felons.

(a) 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.

(b) Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the 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 CPO may declare the related contract void if any of the certifications required by this Section are false.

RETURN WITH SUBCONTRACT

C. Debt Delinquency

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 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 CPO 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

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 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 CPO 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 500/50-14 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 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 CPO 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.

Name of Subcontracting Company

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.

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 \$50,000 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. A separate Disclosure Form A must be submitted with the bid for each individual meeting the above requirements. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies and a total ownership certification.

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 NATURAL RESOURCES

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

Form with fields: 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 \$50,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code, and for all open-ended contracts. A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

Yes ___ No ___

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

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

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

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

4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the annual 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 ___

2. 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 NATURAL RESOURCES

Form B Subcontractor: Other Contracts & Financial Related Information Disclosure

Form with fields: 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 \$50,000 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

Signature box with fields: Signature of Authorized Officer, Date

OWNERSHIP CERTIFICATION

Please certify that the following statement is true if the individuals for all submitted Form A disclosures do not total 100% of ownership

Any remaining ownership interest is held by individuals receiving less than \$106,447.20 of the bidding entity's or parent entity's distributive income or holding less than a 5% ownership interest.

Yes No N/A (Form A disclosure(s) established 100% ownership)

Illinois Department of Natural Resources

PROJECT LABOR AGREEMENT

This Project Labor Agreement ("PLA" or "Agreement") is entered into this _____d ay of _____, 2021, by and between the Illinois Department of Natural Resources ("DNR" or "Board") in its proprietary capacity, and each relevant Illinois AFL-CIO Building Trades signatory hereto as determined by the Illinois AFL-CIO Statewide Project Labor Agreement Committee on behalf of each of its affiliated members (individually and collectively, the "Unions"). This PLA shall apply to Construction Work (as defined herein) to be performed by DNR's Prime Contractor(s) and each of its Subcontractors of whatever tier ("Subcontractor" or "Subcontractors") on **Project** No. FR-439(hereinafter, the "Project").

ARTICLE 1 - INTENT AND PURPOSES

- 1.1 This PLA is entered into in accordance with the Project Labor Agreement Act ("Act", 30 ILCS 571). It is mutually understood and agreed that the terms and conditions of this PLA are intended to promote the public interest in obtaining timely and economical completion of the Project by encouraging productive and efficient construction operations; by establishing a spirit of harmony and cooperation among the parties; and by providing for peaceful and prompt settlement of any and all labor grievances or jurisdictional disputes of any kind without strikes, lockouts, slowdowns, delays, or other disruptions to the prosecution of the work. The parties acknowledge the obligations of the Contractors and Subcontractors to comply with the provisions of the Act. The parties will work with the Contractors and Subcontractors within the parameters of other statutory and regulatory requirements to implement the Act's goals and objectives.
- 1.2 As a condition of the award of the contract for performance of work on the Project, DNR's Prime Contractor(s) and each of its Subcontractors shall execute a "Contractor Letter of Assent", in the form attached hereto as Exhibit A, prior to commencing Construction Work on the Project. The Prime Contractor(s) shall submit their Subcontractor's Contractor Letter of Assent to the Board prior to the Subcontractor's performance of Construction Work on the Project. Upon request copies of the applicable collective bargaining agreements will be provided by the appropriate signatory labor organization consistent with this Agreement and at the pre-job conference referenced in Article III, Section 3.1.
- 1.3 Each Union affiliate and DNR local representing workers engaged in Construction Work on the Project in accordance with this PLA are bound to this agreement by the Illinois AFL-CIO Statewide Project Labor Agreement Committee which is the central committee established with full authority to negotiate and sign PLAs with the State on behalf of all respective crafts. Upon their signing the Contractor Letter of Assent, the Prime Contractor(s), each Subcontractor, and the individual Unions shall thereafter be deemed a party to this PLA. No party signatory to this PLA shall, contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract for the performance of Construction Work for the Project to any person, firm, company, or entity that does not agree in writing to become bound for the term of this Project by the terms of this PLA prior to commencing such work and to the applicable area-wide collective bargaining agreement(s) with the Union(s) signatory hereto.

- 1.4 It is understood that the Prime Contractor(s) and each Subcontractor will be considered and accepted by the Unions as DNR employers for the purposes of collective bargaining, and it is further agreed that the employees working under this PLA shall constitute a bargaining unit DNR and distinct from all others. The parties hereto also agree that this PLA shall be applicable solely with respect to this Project, and shall have no bearing on the interpretation of any other collective bargaining agreement or as to the recognition of any bargaining unit other than for the specific purposes of this Project.
- 1.5 In the event of a variance or conflict, whether explicit or implicit, between the terms and conditions of this PLA and the provisions of any other applicable national, area, or local collective bargaining agreement, the terms and conditions of this PLA shall supersede and control. For any work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of the International Union of Elevator Constructors, and for any instrument calibration work and loop checking performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, the preceding sentence shall apply only with respect to Articles I, II, V, VI, and VII.
- 1.6 Subject to the provisions of paragraph 1.5 of this Article, it is the parties' intent to respect the provisions of any other collective bargaining agreements that may now or hereafter pertain, whether between the Prime Contractor and one or more of the Unions or between a Subcontractor and one or more of the Unions. Accordingly, except and to the extent of any contrary provision set forth in this PLA, the Prime Contractor and each of its Subcontractors agrees to be bound and abide by the terms of the following in order of precedence: (a) the applicable collective bargaining agreement between the Prime Contractor and one or more of the Unions made signatory hereto; (b) the applicable collective bargaining agreement between a Subcontractor and one or more of the Unions made signatory hereto; or (c) the current applicable area collective bargaining agreement for the relevant Union that is the agreement certified by the Illinois Department of Labor for purposes of establishing the Prevailing Wage applicable to the Project. The Union will provide copies of the applicable collective bargaining agreements pursuant to part (c) of the preceding sentence to the Prime Contractor. Assignments by the Contractors or Subcontractors amongst the trades shall be consistent with area practices; in the event of unresolved disagreements as to the propriety of such assignments, the provisions of Article VI shall apply.
- 1.7 Subject to the limitations of paragraphs 1.4 to 1.6 of this Article, the terms of each applicable collective bargaining agreement as determined in accordance with paragraph 1.6 are incorporated herein by reference, and the terms of this PLA shall be deemed incorporated into such other applicable collective bargaining agreements only for purposes of their application to the Project.
- 1.8 To the extent necessary to comply with the requirements of any fringe benefit fund to which the Prime Contractor or Subcontractor is required to contribute under the terms of an applicable collective bargaining agreement pursuant to the preceding paragraph, the Prime Contractor or Subcontractor shall execute all "Participation Agreements" as may be reasonably required by the Union to accomplish such purpose; provided, however, that such Participation Agreements shall, when applicable to the Prime Contractor or Subcontractor solely as a result of this PLA, be amended as reasonably necessary to reflect such fact. Upon written notice in the form of a lien of a Contractor's or Subcontractor's delinquency from any applicable fringe benefit fund, DNR will withhold from the Contractor's periodic pay request an amount sufficient to extinguish any delinquency obligation of the Contractor or Subcontractor arising out of the Project.

- 1.9 In the event that the applicable collective bargaining agreement between a Prime Contractor and the Union or between the Subcontractor and the Union expires prior to the completion of this Project, the expired applicable contract's terms will be maintained until a new applicable collective bargaining agreement is ratified. The wages and fringe benefits included in any new applicable collective bargaining agreement will apply on and after the effective date of the newly negotiated collective bargaining agreement, except to the extent wage and fringe benefit retroactivity is specifically agreed upon by the relevant bargaining parties.

ARTICLE II — APPLICABILITY, RECOGNITION, AND COMMITMENTS

- 2.1 The term Construction Work as used herein shall include all "construction, demolition, rehabilitation, renovation, or repair" work performed by a "laborer or mechanic" at the "site of the work" for the purpose of "building" the specific structures and improvements that constitute the Project. Terms appearing within quotation marks in the preceding sentence shall have the meaning ascribed to them pursuant to 29 CFR Part 5 and Illinois labor laws.
- 2.2 By executing the Letters of Assent, Prime Contractor(s) and each of its Subcontractors recognizes the Unions signatory to this PLA as the sole and exclusive bargaining representatives for their craft employees employed on the job-site for this Project. Unions who are signatory to this PLA will have recognition on the Project for their craft.
- 2.3 The Prime Contractor and each of its Subcontractors retains and shall be permitted to exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this PLA or by the terms and conditions of the applicable collective bargaining agreement.
- 2.4 Except to the extent contrary to an express provision of the relevant collective bargaining agreement, equipment or materials used in the Project may be pre-assembled or prefabricated, and there shall be no refusal by the Union to handle, transport, install, or connect such equipment or materials. Equipment or materials delivered to the job-site will be unloaded and handled promptly without regard to potential jurisdictional disputes; any such disputes shall be handled in accordance with the provisions of this PLA.
- 2.5 The parties are mutually committed to promoting a safe working environment for all personnel at the job-site. It shall be the responsibility of each employer to which this PLA applies to provide and maintain safe working conditions for its employees, and to comply with all applicable federal, state, and local health and safety laws and regulations.
- 2.6 The use or furnishing of alcohol or drugs and the conduct of any other illegal activity at the job-site is strictly prohibited. The parties shall take every practical measure consistent with the terms of applicable collective bargaining agreements to ensure that the job-site is free of alcohol and drugs.
- 2.7 All parties to this PLA agree that they will not discriminate against any employee based on race, creed, religion, color, national origin, Union activity, age, gender or sexual orientation and shall comply with all applicable federal, state, and local laws.
- 2.8 In accordance with the Act and to promote diversity in employment, DNR will establish, in cooperation with other parties, the apprenticeship hours which are to be performed by minorities and females on the Project. DNR shall consider the total hours to be performed

by these underrepresented groups, as a percentage of the workforce, and create aspirational goals for each Project, based on the level of underutilization for the service area of the Project. Pursuant to the Project Labor Agreement Act (30 ILCS571) DNR shall provide a quarterly report to the Illinois Department of Labor regarding the racial and gender composition of the workforce on the Project.

Consistent with the Project Labor Agreement Act (30 ILCS571) the parties agree that all Prime Contractors and Subcontractors working on the Project shall be encouraged to utilize the maximum number of apprentices as permitted under the terms of the applicable collective bargaining agreements.

The Unions shall assist the Prime Contractors and each Subcontractor in efforts to satisfy the aspirational goals. The application of this section shall be consistent with all local Union collective bargaining agreements, and the hiring hall rules and regulations established for the hiring of personnel, as well as the apprenticeship standards set forth by each individual Union.

- 2.9 The parties hereto agree that engineering/architectural/surveying consultants' materials testing employees are subject to the terms of this PLA for Construction Work performed for a Contractor or Subcontractor on this Project. These workers shall be fully expected to objectively and responsibly perform their duties and obligations owed to the Board without regard to the potential Union affiliation of such employees or of other employees on the Project.

ARTICLE III - ADMINISTRATION OF AGREEMENT

- 3.1 In order to assure that all parties have a clear understanding of the PLA, and to promote harmony, at the request of the Unions a post-award pre-job conference will be held among the Prime Contractor(s), all Subcontractors and Union representatives prior to the start of any Construction Work on the Project. No later than the conclusion of such pre-job conference, the parties shall, among other matters, provide to one another contact information for their respective representatives (including name, address, phone number, facsimile number, e-mail). Nothing herein shall be construed to limit the right of the Board to discuss or explain the purpose and intent of this PLA with prospective bidders or other interested parties prior to or following its award of the job.
- 3.2 Representatives of the Prime Contractor and the Unions shall meet as often as reasonably necessary following award until completion of the Project to assure the effective implementation of this PLA.
- 3.3 Any notice contemplated under Article VI and VII of this Agreement to a signatory labor organization shall be made in writing to the Local Union with copies to the local Union's International Representative.

ARTICLE IV - HOURS OF WORK AND GENERAL CONDITIONS

- 4.1 The standard work day and work week for Construction Work on the Project shall be consistent with the respective collective bargaining agreements. In the event Project site or other job conditions dictate a change in the established starting time and/or a staggered lunch period for portions of the Project or for specific crafts, the DNR, the Prime Contractor, relevant Subcontractors and business managers of the specific crafts involved shall confer and mutually agree to such changes as appropriate. If proposed work schedule

changes cannot be mutually agreed upon between the parties, the hours fixed at the time of the pre-job meeting shall prevail.

- 4.2 Shift work may be established and directed by the Prime Contractor or relevant Subcontractor as reasonably necessary or appropriate to fulfill the terms of its contract with the Board. If used, shift hours, rates and conditions shall be as provided in the applicable collective bargaining agreement.
- 4.3 The parties agree that chronic and/or unexcused absenteeism is undesirable and must be controlled in accordance with procedures established by the applicable collective bargaining agreement. Any employee disciplined for absenteeism in accordance with such procedures shall be suspended from all work on the Project for not less than the maximum period permitted under the applicable collective bargaining agreement.
- 4.4 Except as may be otherwise expressly provided by the applicable collective bargaining agreement, employment begins and ends at the Project site; employees shall be at their place of work at the starting time; and employees shall remain at their place of work until quitting time.
- 4.5 Except as may be otherwise expressly provided by the applicable collective bargaining agreement, there shall be no limit on production by workmen, no restrictions on the full use of tools or equipment, and no restrictions on efficient use of manpower or techniques of construction other than as may be required by safety regulations.
- 4.6 The parties recognize that specialized or unusual equipment may be installed on the Project. In such cases, the Union recognizes the right of the Prime Contractor or Subcontractor to involve the equipment supplier or vendor's personnel in supervising the setting up of the equipment, making modifications and final alignment, and performing similar activities that may be reasonably necessary prior to and during the start-up procedure in order to protect factory warranties. The Prime Contractor or Subcontractor shall notify the Union representatives in advance of any work at the job-site by such vendor personnel in order to promote a harmonious relationship between the equipment vendor's personnel and other Project employees.
- 4.7 For the purpose of promoting full and effective implementation of this PLA, authorized Union representatives shall have access to the Project job-site during scheduled work hours. Such access shall be conditioned upon adherence to all reasonable visitor and security rules of general applicability that may be established for the Project site at the pre-job conference or from time to time thereafter.

ARTICLE V — GRIEVANCE PROCEDURES FOR DISPUTES ARISING UNDER A PARTICULAR COLLECTIVE BARGAINING AGREEMENT

- 5.1 In the event a dispute arises under a particular collective bargaining agreement specifically not including jurisdictional disputes referenced in Article VI below, said dispute shall be resolved by the Grievance/Arbitration procedure of the applicable collective bargaining agreement. The resulting determination from this process shall be final and binding on all parties bound to its process.
- 5.2 Employers covered under this Agreement shall have the right to discharge or discipline any employee who violates the provisions of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to Grievance/Arbitration procedure of the applicable collective bargaining agreement only as to the fact of such violation of this agreement. If such fact is established, the penalty imposed shall not be disturbed. Work at the Project site

shall continue without disruption or hindrance of any kind as a result of a Grievance/Arbitration procedure under this Article.

- 5.3 In the event there is a deadlock in the foregoing procedure, the parties agree that the matter shall be submitted to arbitration for the selection and decision of an Arbitrator governed under paragraph 6.8.

ARTICLE VI —DISPUTES: GENERAL PRINCIPLES

- 6.1 This Agreement is entered into to prevent strikes, lost time, lockouts and to facilitate the peaceful adjustment of jurisdictional disputes in the building and construction industry and to prevent waste and unnecessary avoidable delays and expense, and for the further purpose of at all times securing for the employer sufficient skilled workers.
- 6.2 A panel of Permanent Arbitrators are attached as Exhibit (B) to this agreement. By mutual agreement between DNR and the Unions, the parties can open this section of the agreement as needed to make changes to the list of permanent arbitrators.
- 6.3 The PLA Jurisdictional Dispute Resolution Process ("Process") sets forth the procedures below to resolve jurisdictional disputes between and among Contractors, Subcontractors, and Unions engaged in the building and construction industry. Further, the Process will be followed for any grievance or dispute arising out of the interpretation or application of this PLA by the parties except for the prohibition on attorneys contained in 6.11. All decisions made through the Process are final and binding upon all parties.

DISPUTE PROCESS

- 6.4 Administrative functions under the Process shall be performed through the offices of the President and/or Secretary-Treasurer of the Illinois AFL-CIO, or their designated representative, called the Administrator. In no event shall any officer, employee, agent, attorney, or other representative of the Illinois AFL-CIO be subject to any subpoena to appear or testify at any jurisdictional dispute hearing.
- 6.5 There shall be no abandonment of work during any case participating in this Process or in violation of the arbitration decision. All parties to this Process release the Illinois AFL-CIO from any liability arising from its action or inaction and covenant not to sue the Illinois AFL-CIO, nor its officers, employees, agents or attorneys.
- 6.6 In the event of a dispute relating to trade or work jurisdiction, all parties, including the employers, Contractors or Subcontractors, agree that a final and binding resolution of the dispute shall be resolved as follows:
- (a) Representatives of the affected trades and the Contractor or Subcontractor shall meet on the job-site within two (2) business days after receiving written notice in an effort to resolve the dispute. (In the event there is a dispute between local Unions affiliated with the same International Union, the decision of the General President, or his/her designee, as the internal jurisdictional authority of that International Union, shall constitute a final and binding decision and determination as to the jurisdiction of work.)
 - (b) If no settlement is achieved subsequent to the preceding Paragraph, the matter shall be referred to the local area Building & Construction Trades Council, which shall meet with

the affected trades within two (2) business days subsequent to receiving written notice. In the event the parties do not wish to avail themselves of the local Building & Construction Trades Council, the parties may elect to invoke the services of their respective International Representatives with no extension of the time limitations. An agreement reached at this Step shall be final and binding upon all parties.

- (c) If no settlement agreement is reached during the proceedings contemplated by Paragraphs "a" or "b" above, the matter shall be immediately referred to the Illinois Jurisdictional Dispute Process for final and binding resolution of said dispute. Said referral submission shall be in writing and served upon the Illinois AFL-CIO, or the Administrator, pursuant to paragraph 6.4 of this agreement. The Administrator shall, within three (3) days, provide for the selection of an available Arbitrator to hear said dispute within this time period. Upon good cause shown and determined by the Administrator, an additional three (3) day extension for said hearing shall be granted at the sole discretion of the Administrator. Only upon mutual agreement of all parties may the Administrator extend the hearing for a period in excess of the time frames contemplated under this Paragraph. Business days are defined as Monday through Friday, excluding contract holidays.

6.7 The primary concern of the Process shall be the adjustment of jurisdictional disputes arising out of the Project. A sufficient number of Arbitrators shall be selected from list of approved Arbitrators as referenced Sec. 6.2 and shall be assigned per Sec. 6.8. Decisions shall be only for the Project and shall become effective immediately upon issuance and complied with by all parties. The authority of the Arbitrator shall be restricted and limited specifically to the terms and provisions of Article VI and generally to this Agreement as a whole.

6.8 The Arbitrator chosen shall be randomly selected based on the list of Arbitrators in Sec. 6.2 and geographical location of the jurisdictional dispute and upon his/her availability, and ability to conduct a Hearing within two (2) business days of said notice. The Arbitrator may issue a "bench" decision immediately following the Hearing or he/she may elect to only issue a written decision, said decision must be issued within two (2) business days subsequent to the completion of the Hearing. Copies of all notices, pleadings, supporting memoranda, decisions, etc. shall be provided to all disputing parties and the Illinois State Federation of Labor.

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

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

6.9 In rendering a decision, the Arbitrator shall determine:

- (a) First, whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between National or International Unions to the dispute or agreements between local Unions involved in the dispute, governs;

- (b) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a previous decision of record governing the case, the Arbitrator shall give equal weight to such decision of record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record and established trade practice in the industry rather than the prevailing practice in the locality; and,
- (c) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

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

6.11 All interested parties, as determined by the Arbitrator, shall be entitled to make presentations to the Arbitrator. Any interested labor organization affiliated to the PLA Committee and party present at the Hearing, whether making a presentation or not, by such presence shall be deemed to accept the jurisdiction of the Arbitrator and to agree to be bound by its decision. In addition to the representative of the local labor organization, a representative of the labor organization's International Union may appear on behalf of the parties. Each party is responsible for arranging for its witnesses. In the event an Arbitrator's subpoena is required, the party requiring said subpoena shall prDNRre the subpoena for the Arbitrator to execute. Service of the subpoena upon any witness shall be the responsibility of the issuing party. Attorneys shall not be permitted to attend or participate in any portion of a Hearing. The parties are encouraged to determine, prior to Hearing, documentary evidence which may be presented to the Arbitrator on a joint basis.

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

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

6.13 All parties bound to the provisions of this Process hereby release the Illinois AFL-CIO and DNR, their respective officers, agents, employees or designated representatives, specifically including any Arbitrator participating in said Process, from any and all liability or claim, of whatsoever nature, and specifically incorporating the protections provided in the

Illinois Arbitration Act, as amended from time to time.

- 6.14 The Process, as an arbitration panel, nor its Administrator, shall have any authority to undertake any action to enforce its decision(s). Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision, including findings, orders or awards of the Arbitrator or Administrator determining non-compliance with a prior award or decision.
- 6.15 If at any time there is a question as to the jurisdiction of the Illinois Jurisdictional Dispute Resolution Process, the primary responsibility for any determination of the arbitrability of a dispute and the jurisdiction of the Arbitrator shall be borne by the party requesting the Arbitrator to hear the underlying jurisdictional dispute. The affected party or parties may proceed before the Arbitrator even in the absence or one or more stipulated parties with the issue of jurisdiction as an additional item to be decided by the Arbitrator. The Administrator may participate in proceedings seeking a declaration or determination that the underlying dispute is subject to the jurisdiction and process of the Illinois Jurisdictional Dispute Resolution Process. In any such proceedings, the non-prevailing party and/or the party challenging the jurisdiction of the Illinois Jurisdictional Dispute Resolution Process shall bear all the costs, expenses and attorneys' fees incurred by the Illinois Jurisdictional Dispute Resolution Process and/or its Administrator in establishing its jurisdiction.

ARTICLE VII - WORK STOPPAGES AND LOCKOUTS

- 7.1 During the term of this PLA, no Union or any of its members, officers, stewards, employees, agents or representatives shall instigate, support, sanction, maintain, or participate in any strike, picketing, walkout, work stoppage, slow down or other activity that interferes with the routine and timely prosecution of work at the Project site or at any other contractor's or supplier's facility that is necessary to performance of work at the Project site. Hand billing at the Project site during the designated lunch period and before commencement or following conclusion of the established standard workday shall not, in itself, be deemed an activity that interferes with the routine and timely prosecution of work on the Project.
- 7.2 Should any activity prohibited by paragraph 7.1 of this Article occur, the Union shall undertake all steps reasonably necessary to promptly end such prohibited activities.
- (a) No Union complying with its obligations under this Article shall be liable for acts of employees for which it has no responsibility or for the unauthorized acts of employees it represents. Any employee who participates or encourages any activity prohibited by paragraph 7.1 shall be immediately suspended from all work on the Project for a period equal to the greater of (a) 60 days; or (b) the maximum disciplinary period allowed under the applicable collective bargaining agreement for engaging in comparable unauthorized or prohibited activity.
- (b) Neither the PLA Committee nor its affiliates shall be liable for acts of employees for which it has no responsibility. The principal officer or officers of the PLA Committee will immediately instruct, order and use the best efforts of his office to cause the affiliated Union or Unions to cease any violations of this Article. The PLA Committee in its compliance with this obligation shall not be liable for acts of its affiliates. The principal officer or officers of any involved affiliate will immediately instruct, order or use the best effort of his office to cause the employees the Union represents to cease any violations of this Article. A Union complying with this obligation shall not be liable for unauthorized acts of employees it

represents. The failure of the Contractor to exercise its rights in any instance shall not be deemed a waiver of its rights in any other instance. During the term of this PLA, the Prime Contractor and its Subcontractors shall not engage in any lockout at the Project site of employees covered by this Agreement.

- 7.3 Upon notification of violations of this Article, the principal officer or officers of the local area Building and Construction Trades Council, and the Illinois AFL-CIO Statewide Project Labor Agreement Committee as appropriate, will immediately instruct, order and use their best efforts to cause the affiliated Union or Unions to cease any violations of this Article. A Trades Council and the Committee otherwise in compliance with the obligations under this paragraph shall not be liable for unauthorized acts of its affiliates.
- 7.4 In the event that activities in violation of this Article are not immediately halted through the efforts of the parties, any aggrieved party may invoke the special arbitration provisions set forth in paragraph 7.5 of this Article.
- 7.5 Upon written notice to the other involved parties by the most expeditious means available, any aggrieved party may institute the following special arbitration procedure when a breach of this Article is alleged:
- (a) The party invoking this procedure shall notify the individual designated as the Permanent Arbitrator pursuant to paragraph 6.8 of the nature of the alleged violation; such notice shall be by the most expeditious means possible. The initiating party may also furnish such additional factual information as may be reasonably necessary for the Permanent Arbitrator to understand the relevant circumstances. Copies of any written materials provided to the arbitrator shall also be contemporaneously provided by the most expeditious means possible to the party alleged to be in violation and to all other involved parties.
 - (b) Upon receipt of said notice the Permanent Arbitrator shall set and hold a hearing within twenty-four (24) hours if it is contended the violation is ongoing, but not before twenty-four (24) hours after the written notice to all parties involved as required above.
 - (c) The Permanent Arbitrator shall notify the parties by facsimile or any other effective written means, of the place and time chosen by the Permanent Arbitrator for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Permanent Arbitrator.
 - (d) The sole issue at the hearing shall be whether a violation of this Article has, in fact, occurred. An Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Permanent Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.
 - (e) Such Award may be enforced by any court of competent jurisdiction upon the filing of the Award and such other relevant documents as may be required. Facsimile or other hardcopy written notice of the filing of such enforcement proceedings shall be given to the other relevant parties. In a proceeding to obtain a temporary order enforcing the Permanent Arbitrator's Award as issued under this Article, all parties waive the right to a hearing and

agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Permanent Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

- 7.6 Individuals found to have violated the provisions of this Article are subject to immediate termination. In addition, DNR reserves the right to terminate this PLA as to any party found to have violated the provisions of this Article.
- 7.7 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.
- 7.8 The fees and expenses of the Permanent Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

ARTICLE VIII — TERMS OF AGREEMENT

- 8.1 If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.
- 8.2 This Agreement shall be in full force as of and from the date of the Authorization to Proceed until the Project contract is closed.
- 8.3 This PLA may not be changed or modified except by the subsequent written agreement of the parties. All parties represent that they have the full legal authority to enter into this PLA. This PLA may be executed by the parties in one or more counterparts.
- 8.4 Any liability arising out of this PLA shall be severable and not joint. DNR shall not be liable to any person or other party for any violation of this PLA by any other party, and no Contractor or Union shall be liable for any violation of this PLA by any other Contractor or Union.
- 8.5 The failure or refusal of a party to exercise its rights hereunder in one or more instances shall not be deemed a waiver of any such rights in respect of a DNR instance of the same or similar nature.

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Execution Page

Illinois Department of Natural Resources

John D. Rogner 4-1-21

John Rogner, Assistant Director Date

Colleen Callahan 4-2-21

Colleen Callahan, Director Date

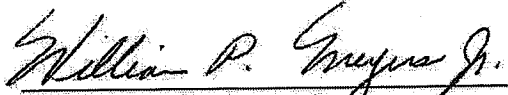
Illinois AFL-CIO Statewide Project Labor Agreement Committee, representing Laborers #708, Operating Engineers #841, Teamsters #28.

Tim Drea 4-1-21

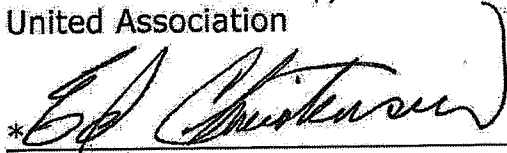
Tim Drea, President Date



Jim Allen
Bricklayers



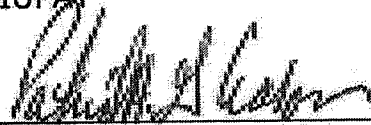
William P. Meyers Jr.
United Association



Ed Christensen
Elevator Constructors



Ryan Anderson
IUPAT



Pat Gleason
Teamsters



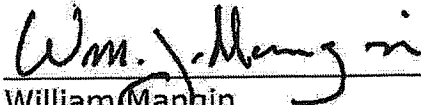
Terrence Healy
LIUNA



David Beard
Iron Workers



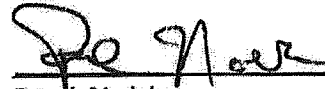
Kevin J. Farley
OPCMIA



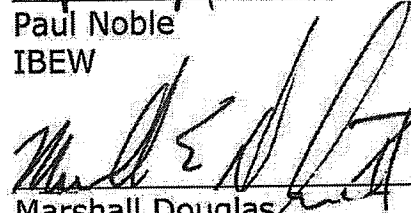
William Mangin
Heat & Frost Insulators & Allied
Workers



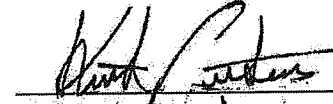
Gary Menzel
Roofers & Waterproofers



Paul Noble
IBEW



Marshall Douglas
IUOE



Keith Jutkins
Carpenters



Daniel M. Ahern
Sheet Metal Workers



Eric S. Davis
Boilermakers

*Elevator Constructors master agreement language
must be attached to PLA

Exhibit A - Contractor Letter of Assent

(Date)

To All Parties:

In accordance with the terms and conditions of the contract(s) for Construction Work on [Project No. FR-439], this Letter of Assent hereby confirms that the undersigned Prime Contractor or Subcontractor agrees to be bound by the terms and conditions of the Project Labor Agreement established and entered into by the Illinois Department of Natural Resources in connection with said Project.

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

(Authorized Company Officer)

(Company)

SCHEDULE A

PARTICIPATION AGREEMENT

The undersigned, a subcontractor to _____ agrees to be bound to the attached Project Agreement negotiated between _____ and the PLA Committee.

Subcontractor

By

Date

STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS

1. PAYMENT TERMS AND CONDITIONS:

- 1.1. Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 1.2. Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 1.3. Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 1.4. Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 1.5. Federal Funding: This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 1.6. Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
 - 1.6.1. Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
 - 1.6.2. Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

**STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS**

2. **ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.
3. **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.
4. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.
5. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
6. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
7. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within thirty (30) days of the declaration.

STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS

- 8. CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 9. USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
- 10. INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- 11. INSURANCE:** Vendor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000

STATE OF ILLINOIS STANDARD TERMS AND CONDITIONS

per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

- 12. INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- 13. SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 14. COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 15. BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
- 16. APPLICABLE LAW:**
 - 16.1. PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
 - 16.2. EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.
 - 16.3. COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.
 - 16.4. OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
- 17. ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
- 18. CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

STATE OF ILLINOIS STANDARD TERMS AND CONDITIONS

- 19. EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 20. NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 21. MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 22. PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.
- 23. FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
- 24. SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 25. WARRANTIES FOR SUPPLIES AND SERVICES:**
- 25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

STATE OF ILLINOIS STANDARD TERMS AND CONDITIONS

- 25.2. Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
- 25.3. Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
- 26. REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
- 27. EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.
- 28. TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.
- 28.1. If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.
- 28.2. For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.
- 29. TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.
- 29.1. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.
- 30. AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Department's funding by reserving some or all of the Department's

STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS

appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

STATE OF ILLINOIS

STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.

6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
9. If Vendor or any officer, director, partner, or other managerial agent of Vendor 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, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), *amended* by Pub. Act No. 97-0895 (August 3, 2012).
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.

15. Vendor certifies it is not in violation of the “Revolving Door” provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
17. Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist’s costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500\50-38.
18. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
20. Drug Free Workplace
 - 20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 20.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
22. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
23. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
24. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club.” 775 ILCS 25/2.
25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
26. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.

27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.
30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

31. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
32. For contracts other than construction contracts subject to the requirements of 30 ILCS 500/30-20 and 30 ILCS 500/33-10, a person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity to qualify as a bidder or offeror prior to submitting a bid, offer, or proposal. 30 ILCS 500/20-43. Vendor certifies that it is a legal entity as of the date for submitting this bid, offer, or proposal.
33. Vendor certifies that, for the duration of this contract it:
 - will post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
 - will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or its successor system; or
 - is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).

STANDARD SPECIFICATIONS

The "Standard Specifications for Road and Bridge Construction," prepared by the Department of Transportation of the State of Illinois and adopted by said Department, April 1, 2016; as amended and supplemented by the "Supplemental Specifications and Recurring Special Provisions," adopted January 1, 2021 (hereinafter referred to collectively as "Standard Specifications"), are incorporated by reference and made a part of this Contract for the Touhy Avenue Dam Removal, Des Plaines River, Park Ridge, Illinois, Cook County, FR-439. (The Standard Specifications can be purchased from the Illinois Department of Transportation or downloaded from their web site.)

SPECIAL PROVISIONS

The following Special Provisions supplement the Standard Specifications, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of the "Touhy Avenue Dam Removal, Des Plaines River, Park Ridge, Illinois, Cook County, FR-439" project, and in the case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

TOUHY AVENUE DAM REMOVAL

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2021

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS and frequently used RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction

(Adopted 4-1-16) (Revised 1-1-21)

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TOUHY AVENUE DAM REMOVAL

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TOUHY AVENUE DAM REMOVAL

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Touhy Avenue Dam Removal

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SPECIAL PROVISIONS
Touhy Avenue Dam Removal

GENERAL

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted April 1, 2016, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of the "Touhy Avenue Dam Removal, Des Plaines River, Park Ridge, Illinois, Cook County, FR-439" project and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF IMPROVEMENT

The Touhy Avenue Dam is located on the Des Plaines River at river mile 62.3. It is located within the Forest Preserves of Cook County, approximately 1500 feet north of Touhy Avenue in Cook County in Park Ridge, Illinois. The dam and Iroquois Woods preserve are owned by the Forest Preserve District of Cook County. The project is located in the northeast quarter of Section 28, Township 41 North, Range 12 East. Site access is from Talcott Road at the intersection with West Sibley Street. Talcott Road is a two-lane highway.

DESCRIPTION OF THE IMPROVEMENT

The Work generally includes (but is not limited to) furnishing all labor, materials, tools, equipment and supervision necessary to:

1. Provide and maintain necessary site soil erosion and sediment control for the proposed construction area.
2. Construct a temporary causeway in the Des Plaines River for the removal of the dam.
3. Remove the existing dam as represented in the construction plans.
4. Provide and place suitable material for channel bank and bottom stabilization and stone toe stabilization within project area.
5. Maintain and restore site as shown on plans.

The CONTRACTOR shall perform all work indicated or implied in the Contract Documents. All work not specified but required to complete the project in a satisfactory manner, shall be performed by the CONTRACTOR. All items of work not listed in the Bid Items shall be considered as incidental work to the Contract and no additional compensation will be allowed. The project includes all incidental and collateral work required for the completion of the project in accordance with the requirements of the Contract Documents.

PLANS AND DRAWINGS

The work to be done is shown on the drawings entitled "Touhy Avenue Dam Removal, Des Plaines River, Park Ridge, Illinois, Cook County, FR-439".

DEFINITION OF TERMS

In the application of the Standard Specifications, the Supplemental Specifications and Recurring Special Provisions, the BDE Special Provisions, and this Contract, the Department of Transportation shall be interpreted to mean the Department of Natural Resources, Office of Water Resources, Division of Capital Programs (Department); except that references to the Department of Transportation within Section 102 - Advertisement, Bidding, Award, and Contract Execution, and references to Department publications shall continue to mean the Department of Transportation. References to the Division of Highways shall be interpreted to mean the Department of Natural Resources; Office of Water Resources; Division of Capital Programs.

The word “Engineer” shall mean the Director of the Office of Water Resources of the Department of Natural Resources of the State of Illinois; or his authorized representative limited by the particular duties entrusted to him, nominally the Manager of the Division of Capital Programs or his delegated representative.

The words “Right of Way” shall mean a general term denoting land, property, or interest therein, usually a strip, acquired for or devoted to water resource projects.

“Central Bureau of Construction” or “District Office” shall mean the Department of Natural Resources, Office of Water Resources, Division of Capital Programs.

The advertising for Bids, Prequalification of Bidders, Issuance of Proposals, Proposal Guarantee, and Acceptance and Opening of Bids shall be in accordance with the policies and procedures of the Illinois Department of Transportation. Proposals, Schedule of Prices, Signature Sheet and other bidding or contract requirements as utilized by the Department of Natural Resources; Office of Water Resources; Division of Capital Programs shall apply to this contract.

In addition to the definitions included in Section 101 of the *Standard Specifications for Road and Bridge Construction* and the above definition of terms, the following shall be added:

OWNER: Forest Preserve District of Cook County
LANDOWNER(S): Forest Preserve District of Cook County

LABOR

The laborers shall be supplied with all the necessary equipment by CONTRACTOR to perform the work as described in the contract documents to the satisfaction of the ENGINEER.

The Foreman shall be present each day the work is being performed. This individual shall work closely with the ENGINEER. The Contractor shall be expected to keep the crew working in an efficient and safe manner, make sure the proper equipment is available and in good working order when needed by the crew, be able to answer any questions the crew might have, agree or disagree to the total hours of labor, equipment, and materials at the end of each working day. Each piece of equipment needs to be operated by a classified equipment operator.

Truck drivers will be needed to transport materials etc. They shall be held responsible to see that the materials they are transporting are contained and not falling out of the bed onto roads and/or onto private property.

PROJECT MILESTONE MANDATORY MEETINGS

For project coordination, satisfactory CONTRACTOR performance, and clarification of the requirements of the Contract Documents inclusive of the following Special Provisions, several Project Milestone Mandatory Meetings (MEETINGS) shall take place at strategic project milestones. The following MEETINGS shall be scheduled by the ENGINEER and shall include mandatory representation by the ENGINEER and CONTRACTOR:

1. Pre-construction Meeting: Overall review of Project and CONTRACTOR to submit a construction schedule.
2. Prior to Clearing and Dam Removal: On-site Review of:
 - a) Areas to be Cleared
 - b) Site Erosion/Sediment Control
 - c) Flow Management
 - d) Dam Removal Plan.
3. Prior to moving or final removal of floating turbidity curtain: On-site Review of bank stabilization and restoration, and Project Closeout.

TIME LIMIT

Time Limit for work. The CONTRACTOR's attention is called to the fact that the appropriation for the current fiscal year, from which the cost of this contract will be paid, will lapse at the end of the fiscal year, which is June 30. Continuation of this contract into the next fiscal year will be contingent upon the Illinois General Assembly reappropriating funds for this contract. If funds are not reappropriated, this contract will be suspended or terminated on or before the appropriation lapse date.

WORK COMPLETION DATE

In addition to the requirements of the Contract and Article 108.05(b) of the Standard Specifications, the following shall apply: Work shall be completed by the deadlines specified herein. CONTRACTOR shall complete the work by December 31, 2021. December 31, 2021 is the "work completion date". The only work allowed after the work completion date will be seeding and repair of seeded areas, which shall be completed prior to the contract end date.

In addition to Article 101.55, the work shall also include punch lists, clean up and removal of equipment.

Tree removal shall not begin prior to August 1, 2021.

CONTRACT COMPLETION DATE

This contract shall end on or before June 1, 2022.

PROGRESS AND LIQUIDATED DAMAGES

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

If the work is not completed by the "Work Completion Date" then the Department may assess liquidated damages in accordance with Article 108.09 of the Standard Specifications.

CONTRACT CLAIM

The following provision shall be substituted in Article 109.09 of the Standard Specifications.

The section titled "(e) Procedure." shall be as follows:

(e) Procedure.

All claims must be submitted to the Manager, Division of Capital Programs. The CONTRACTOR may request an opportunity to present the claim verbally at each of the following levels if the claim has not been satisfactorily resolved at the previous level.

- (a) Manager, Division of Capital Programs
- (b) Director of Water Resources

All requests for presentation must be made through the Manager, Division of Capital Programs. Requests by the CONTRACTOR to present a claim at the second level will be accompanied by two additional copies of the claim with addenda.

Full compliance by the CONTRACTOR with the provisions of this Special Provision is a contractual condition precedent to the CONTRACTOR's right to seek relief in the Court of Claims. The Director's written decision shall be deemed a final action of the Department unless the CONTRACTOR files a claim for adjudication by the Court of Claims within 60 days after the date of the written decision. The failure to file a claim within the 60 days shall constitute a release and waiver of the claim.

VALUE ENGINEERING PROPOSALS

Replace Section (a) of Article 104.07 of the Standard Specifications with the following:

- (a) Proposal Submittals. Value Engineering Proposals shall be submitted in two phases as follows:
 - (1) Concept Phase. Prior to the submittal of any Value Engineering Proposal, the CONTRACTOR shall submit a brief summary outlining the concept of the proposal to the Engineer. Within five working days after receipt of the proposal concept, the Department will notify the CONTRACTOR as to whether or not the proposal concept qualifies for consideration as Value Engineering. If it appears, based on the concept, that the actual proposal will require a review period exceeding the normal review period, as outlined below, the CONTRACTOR will be so advised. Approval of the concept does not constitute or imply approval of the subsequent submittal of the complete Value Engineering Proposal.
 - (2) After the concept has been approved, the CONTRACTOR, if electing to proceed with submittal of the complete Value Engineering Proposal, shall submit the proposal to the Engineer for review. Provided the proposal is complete and contains all the required information for review, the Engineer will notify the CONTRACTOR, within 10 working days after receipt of the proposal, as to the acceptability of the proposal, unless additional review time has been established as noted in the concept review process.

TRAFFIC CONTROL AND PROTECTION

Description.

This work shall consist of the furnishing, installation, maintenance, relocation, and removal of work zone traffic control and protection in accordance with Section 701 of the Standard

Specifications, as specified herein and on the plans, and as directed by the ENGINEER.

Access

Construction traffic must enter and exit the project area from an entrance located on the west side of Talcott Road at the intersection of West Sibley Street and Talcott Road approximately 0.6 miles north of Touhy Avenue. CONTRACTOR vehicles, equipment and supplies shall be stored at the staging area identified on the plans or at locations approved by the Engineer. Any damage to the Forest Preserve property or City of Chicago property by the CONTRACTOR shall be restored to a condition equal to the existing condition before such damage to the satisfaction of the ENGINEER at no additional cost to the Department.

Access shall be in accordance with "Public Convenience and Safety" below and STREET CLEANING. The CONTRACTOR shall not park any vehicles or block traffic on the public roadway and shall provide appropriate Illinois Department of Transportation (IDOT) and Cook County Division of Transportation (CCDOT) signage for vehicles leaving and entering the site. All public roadways shall be kept clean of any debris from site work and all posted weight limits are to be respected. Damage to existing roadways, parking lots and detour areas as a result of CONTRACTOR activity shall be repaired in accordance with standards set by the applicable roadway authority and as directed by the ENGINEER. Costs for repairs shall be the responsibility of the CONTRACTOR.

Public Convenience and Safety

In addition to the requirements of Article 107.09 of the Standard Specifications, the CONTRACTOR shall close the existing cable gate at the entrance to the parking lot when not being used by construction traffic. In addition, the CONTRACTOR shall erect a temporary fence meeting the requirements of Article 201.05 (a) of the Standard Specifications around the perimeter of the parking lot as shown in the plans. Interference with traffic movements and inconvenience to owners of abutting property and public shall be kept to a minimum. Any delays or inconveniences caused the CONTRACTOR by complying with these requirements shall be considered as incidental to the contract, and no additional compensation shall be allowed.

During all construction operations, the CONTRACTOR shall be required to provide, erect and maintain proper signage and barricades as necessary for safe traffic control.

The CONTRACTOR shall not be allowed to close any street to local traffic without the prior approval of the ENGINEER. The CONTRACTOR shall be required to provide all warning signs, barricades, traffic cones, flagmen and other appurtenances as the ENGINEER deems necessary to guarantee the safety of motorists and pedestrians for the duration of the project.

The CONTRACTOR shall restore the existing access and staging area to their original condition and grade and shall remove all temporary traffic control at the completion of construction.

Method of Measurement

This item of work will be measured on a lump sum basis.

Basis of Payment

This work will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, SPECIAL.

STREET CLEANING

Special attention shall be paid to Section 107.15 of the Standard Specifications.

If the CONTRACTOR fails to clean the Des Plaines River Road and Blue Beech Park asphalt surfaces to the satisfaction of the ENGINEER at any time during the contract, the ENGINEER will notify the CONTRACTOR at which time the CONTRACTOR shall have 4 hours to clean the pavement to the satisfaction of the ENGINEER. If the CONTRACTOR fails to begin cleaning the pavement within 4 hours, an amount of \$1000.00 per day will be deducted from any monies due the CONTRACTOR. The requirements to satisfy the conditions stated herein shall be considered as included in the contract bid prices and no extra compensation shall be allowed.

MAINTENANCE OF EXISTING UTILITIES

The CONTRACTOR shall be responsible for interference with or damage to any existing utilities, such as water mains, sewers, gas mains, cable, conduit, etc., and shall repair or replace same at the CONTRACTORS expense and with the least possible delay. The CONTRACTOR shall give prior notification to the utility companies of his intention to begin work. The CONTRACTOR shall also call J.U.L.I.E. at 1-800-892-0123 to mark the location of underground utilities (48 hours prior to commencing the work). The CONTRACTOR shall host a joint meeting that includes the LANDOWNER and the ENGINEER. The requirements to satisfy the conditions stated herein shall be considered as included in the contract bid prices and no extra compensation shall be allowed.

DISPOSAL OF MATERIAL

The CONTRACTOR shall dispose of all surplus, unstable and unsuitable materials and organic waste as directed by the ENGINEER, including but not limited to stone, metal, logs, brush, wood chips, and other clearing debris, in such a manner that public or private property shall not be damaged or endangered. All waste removed from the site shall become the property of the CONTRACTOR. All construction and demolition debris shall be disposed of in a licensed landfill, recycled, reused, or otherwise disposed of as allowed by State or Federal solid waste disposal laws and regulations and solid waste determinations of the IEPA. Disposal of all material shall be considered included in the various pay items involved. The CONTRACTOR shall submit a letter to the ENGINEER from the entity accepting the waste

CONSTRUCTION STAKING

Description

This CONTRACTOR shall furnish a construction survey crew and all necessary equipment, materials, tools, and expertise needed for construction surveying and layout. The CONTRACTOR shall be required to furnish and place construction layout stakes and work limits for this project. The ENGINEER shall provide reference points and benchmarks. Any additional control points set by the ENGINEER shall be identified in the field to the CONTRACTOR and all field notes shall be kept in the CONTRACTORS office and become the property of the ENGINEER.

The CONTRACTOR shall provide field forces, equipment and material to set all additional stakes for this project, which are needed to establish reference points and any other horizontal or vertical controls, including supplementary benchmarks, necessary to secure a correct layout of the work. Stakes for line shall be set at sufficient station intervals (not to exceed 50 feet) to assure substantial conformance to the plan lines. The CONTRACTOR shall not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract nor to determine property lines between private properties.

The CONTRACTOR shall be responsible for having the finished work substantially conform to the lines and dimensions shown in the plans. Any inspection or checking of the CONTRACTOR's layout by the ENGINEER and the acceptance of all or any part of the layout shall not relieve the CONTRACTOR of the CONTRACTORS responsibility to secure the proper dimensions. The

CONTRACTOR shall exercise care in the preservation of stakes and benchmarks and shall have them reset at the CONTRACTORS expense when any are damaged, lost, displaced or removed or otherwise obliterated.

Responsibility of the ENGINEER:

- a. The ENGINEER shall provide the CONTRACTOR reference points and benchmarks.
- b. Where the CONTRACTOR, in setting construction stakes, discovers discrepancies, the ENGINEER shall check to determine their nature and make whatever revisions are necessary in the plans. Any additional re-staking required by the ENGINEER will be the responsibility of the CONTRACTOR. Any additional re-staking done by the CONTRACTOR will be considered incidental to this work and no extra compensation will be allowed.
- c. It is not the responsibility of the ENGINEER, except as provided herein, to check the correctness of the CONTRACTOR's stakes.

Responsibility of the CONTRACTOR:

- a. CONTRACTOR shall be responsible for procuring the service of an Illinois licensed Professional Land Surveyor, who shall report to and receive instructions from CONTRACTOR.
- b. The CONTRACTOR shall establish from the given reference points and benchmarks all the control points necessary to construct the individual project elements. The CONTRACTOR shall provide the ENGINEER adequate control in close proximity to each individual element to allow adequate checking of construction operations.
- c. All work shall be in accordance with normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the ENGINEER at the completion of the project. All notes shall be neat, orderly and in an acceptable form.

Measurement and Payment

This work will be paid for at the contract lump sum price for CONSTRUCTION STAKING.

AGGREGATE FOR TEMPORARY ACCESS

This work shall consist of designing, constructing, maintaining and subsequent removal of a temporary access road in accordance with Section 402.10 of the Standard Specifications and as shown in the plans.

This special provision also revises Section 402.12 and 402.13 of the Standard Specifications by combining the sections to read:

Measurement and Payment

This work will be paid for at the contract lump sum price for AGGREGATE FOR TEMPORARY ACCESS.

STABILIZED CONSTRUCTION ENTRANCE

Description

This work shall consist of earth excavation, hauling, furnishing materials, installation, maintenance, and subsequent removal of a stabilized pad of aggregate underlain with filter fabric as shown on the plans or directed by the ENGINEER. The stabilized construction entrance shall consist of a coarse aggregate with an underlying layer of filter fabric as shown on the plans. The coarse aggregate shall be finished in accordance with the grading and grades indicated on the plans.

The CONTRACTOR shall be responsible for maintaining the stabilized construction entrance until the completion of the Touhy Avenue Dam Removal project. Upon completion of the project, the stabilized construction entrance shall be removed by the CONTRACTOR. Restoration of the area shall be as shown on the plans.

Materials shall be in accordance with the details/notes shown in the plans.

Method of Measurement

This work will not be measured for payment.

Basis of Payment

The cost of this work will be included with the cost of AGGREGATE FOR TEMPORARY ACCESS.

FLOATING SILT CURTAIN

Description

This work shall consist of furnishing, installing, relocating, maintaining, and removing floating silt curtain. The silt curtain shall prevent turbidity and debris from drifting downstream and collecting along the shoreline.

The CONTRACTOR shall determine the length and depth of the floating silt curtain.

The silt curtain shall be in accordance with Practice Standard 917 of the Illinois Urban Manual and the details and notes in the plans.

The floating silt curtain shall be installed, relocated, and removed in a manner which prevents turbidity of the river.

Measurement and Payment

The floating silt curtain will be paid for at the lump sum price for FLOATING SILT CURTAIN, TYPE 3.

CAUSEWAY

Description

This work shall consist of furnishing all materials, labor and equipment necessary to construct, maintain, remove, redistribute or dispose of an in-stream causeway to allow removal of the Touhy Avenue Dam.

Construction Requirements

The causeway shall be constructed of Stone Dumped Riprap, Class A3 as approved by the ENGINEER. The Class A3 riprap shall be clean. No silt or fines or other foreign material shall be added to the surface of the causeway. Upon removal, the causeway material may be used to fill the abutment voids and side slope protection as shown on the plans and as acceptable to the ENGINEER.

Measurement and Payment

This work will be paid for at the contract lump sum price for CAUSEWAY.

TIMBER MATTING

Description

This work shall consist of furnishing, installing, relocating, maintaining and removing timber matting at the locations shown in the plans in order to access the dam site .

Construction Requirements

The CONTRACTOR shall determine the width (12' minimum), depth and material type to ensure adequate support of the construction loads. The mats are to be used in an environmentally sensitive wetland area and thus the material type shall be compatible with this type of environment. The mats shall be installed, relocated and removed in a manner which prevents destruction of the wetland area.

Measurement and Payment

The timber matting will be paid for at the lump sum price for TIMBER MATTING.

DAM REMOVAL

Description

This work shall consist of the removal and the disposal of the existing Touhy Avenue Dam as shown in the plans and as specified herein.

Construction Requirements

- I. The existing dam consists of concrete, reinforcement bars, water stops, joint material and other material items.
- II. The CONTRACTOR shall submit a demolition plan to the Engineer, including the proposed sequence of dam removal, methods of demolition and the location(s) and type(s) of equipment to be used for the removal of the existing dam. All work shall be performed inside the turbidity curtain unless otherwise acceptable to the ENGINEER.

- III. The CONTRACTOR shall control the runoff water generated by the various construction activities in such a manner as to minimize the discharge of construction debris into the water and shall properly dispose of the solids generated according to Section 202.03 of the Standard Specifications. Runoff water shall not be allowed to constitute a hazard on adjacent waterways and drainage areas, nor be allowed to erode existing slopes.
- IV. Upon removal of the dam the CONTRACTOR shall fill the voids left by the removal of the abutments, provide a smooth transition of the side slopes from upstream to downstream and armor the slopes as shown in the plans. Any suitable Class A-3 riprap material from the causeway removal may be used for filling the abutment voids. If there is insufficient causeway material to complete this, any additional required material shall be provided by the CONTRACTOR at no additional cost to the contract. Excavated material behind the abutments may be re-used to backfill the abutment voids as long as the material is not discharged back into the waterway. In no case shall the finished grade of the riverbed be any higher than the pre-removal elevation. Any causeway material in excess of that required to achieve the above referenced work shall become the property of the CONTRACTOR and be removed and disposed of from the project site.

Measurement and Payment

Removal and disposal of the existing concrete portions of the dam will be paid for at the contract lump sum price for CONCRETE REMOVAL.

The prices shall include all costs necessary to complete the work specified herein and as shown on the plans.

RESTORATION

Description

The staging area and any other onsite areas disturbed by CONTRACTOR activities shall be restored per the plans, Standard Specifications, Special Provisions or at the direction of the ENGINEER. Restoration shall be performed to the satisfaction of the ENGINEER at no additional cost. Any restoration required for offsite areas as a result of CONTRACTOR negligence, shall also be performed as directed by the ENGINEER and to the satisfaction of the ENGINEER, without additional compensation. Final payment shall not be released until all areas disturbed by CONTRACTOR have been restored to the satisfaction of the ENGINEER.

Method of Measurement

This work shall not be measured for payment.

Basis of Payment

No separate payment shall be made for restoration. Cost of restoration shall be included in the cost for AGGREGATE FOR TEMPORARY ACCESS.

WOOD INFORMATION SIGNS

Description. This work shall consist of furnishing, fabricating, installing and subsequent removal and disposal of the wood information signs at the locations shown in the plans or as directed by the Engineer.

General Requirements

The posts shall be installed in a vertical hole not exceeding 12 inches in diameter and not less than three feet deep. The posts shall be centered in the holes and then backfilled with CA6 thoroughly tamped in 12 inch lifts. The post material shall be according to the details shown in the plans and as described in Article 1007.05 of the Standard Specifications.

The signs shall be plumb at all times throughout the duration of the project and readjusted as directed by the Engineer.

Method of Measurement

Wood information signs will be measured for payment per Each.

Basis of Payment

This work will be paid for at the contract unit price per Each for WOOD INFORMATION SIGNS.

CLEARING, TREE REMOVAL AND PROTECTION, CARE AND REPAIR OF EXISTING PLANT MATERIAL

Description

This work shall consist of clearing, removing and protection of trees in accordance with section 201 of the Standard Specifications except as modified by this special provision or the plans.

General

Trees to be removed are indicated in the plans with their inch diameter shown. All other trees over 6" diameter are not to be removed. CONTRACTOR shall exercise extreme care when working/driving near trees not shown to be removed. If tree branches interfere with construction vehicles, they shall be pruned in accordance with section 201. Other protection measures will not be required unless shown otherwise in the plans. The CONTRACTOR shall perform any other clearing work necessary. Any existing large fallen trees in the way of the access route shall be temporarily moved and then moved back during the restoration phase of the project.

Method of Measurement

Tree Removal will be measured for payment in accordance with Art. 201.10 (b) (1). Pruning will not be measured for payment.

Basis of Payment

Tree removal will be paid for at the contract unit price per unit diameter for TREE REMOVAL (6 to 15 UNITS DIAMETER) or TREE REMOVAL (OVER 15 UNITS DIAMETER). Pruning shall be considered included in tree removal pay items.

CONTRACTOR COORDINATION

Description

This work shall consist of coordination and cooperation with another Illinois Department of Natural Resources contractor that will be concurrently removing a dam approximately 1.75 miles downstream of the Touhy Avenue dam which is approximately 800 feet downstream of East Devon Avenue. That project is referred to as the Des Plaines River Dam 4 Removal project.

TOUHY AVENUE DAM REMOVAL

The CONTRACTOR is responsible for setting up meetings with the ENGINEER and the Des Plaines River Dam 4 Removal contractor to coordinate the best time for removing the Touhy Avenue dam. The Touhy avenue dam breach may affect the water surface elevation at dam 4 which may affect the timing of dam 4 removal items. This may also influence the CONTRACTOR's desired top of causeway elevation and the size of causeway equalizer pipes.

The CONTRACTOR shall cooperate with the Des Plaines River Dam 4 Removal contractor in accordance with Article 105.08 of the Standard Specifications. The CONTRACTOR shall assume all liability, financial or otherwise, in connection with the contract, and shall protect and save harmless the Department from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the CONTRACTOR because of the presence of the Des Plaines River Dam 4 Removal contractor.

Method of Measurement

This work shall not be measured for payment.

Basis of Payment

No separate payment shall be made for coordination. Costs associated with the coordination and cooperation between the contractors and effects upon the dam removal work shall be included in the cost for CAUSEWAY.

SOILS INFORMATION

The following pages contain soils data pertaining to the Touhy Avenue Dam Removal location from a sediment sampling and analysis report based on soil samples taken in 2013. This information is included for the CONTRACTORS information.

November 8, 2013

Mr. Wes Cattoor, P.E., CFM
Project Engineer
Illinois Department of Natural Resources, Office of Water Resources
One Natural Resources Way
Springfield, Illinois 62702

RE: Sediment Sampling and Analyses Associated with the Governor's Dam Removal Initiative on the Des Plaines River and North Branch of the Chicago River in Illinois - AECOM Project No. 60303073

Dear Mr. Cattoor:

AECOM Technical Services, Inc. (AECOM) understands that plans are being made to remove four dams located within Cook County, Illinois: Dam 4 and Touhy Avenue Dam on the Des Plaines River and Chick Evans Golf Course Dam and Winnetka Road Dam on the North Branch of the Chicago River. Figure 1 illustrates the locations of the four dams.

As part of the dam removals, dredging upstream of the current dam locations will be required. In order to assist in characterizing the sediment to be dredged, AECOM was retained for the collection and analysis of sediment samples prior to dredging operations.

Sediment Sampling

On October 8 and 9, 2013, AECOM collected sediment samples from three points (approximately 25, 125 and 250 feet upstream of the dam) at each of the four dams. A total of 12 samples were collected from the proposed dredge material. The sediment samples were collected with a two-inch diameter PVC shallow sediment core sampler fitted with a check valve to improve sample recovery. The sampler was pushed between 12 to 20 inches into the streambed at each of the sample points. The approximate sample locations are illustrated on the Figures 2 through 5. Table 1 provides the coordinates of the 12 sample locations.

Laboratory Analysis

The sediment samples were split and submitted to two laboratories; AECOM's soil laboratory in Vernon Hills, Illinois for physical analysis and STAT Analysis of Chicago, Illinois for chemical analysis. The three Dam 4 samples consisted predominately of shell fragments and therefore were not analyzed for the physical test methods.

The physical soil analysis included particle size distribution (ASTM D422) and organic content (ASTM D-2974). The particle size analysis classified the sediment at the Touhy Dam and Chick Evans Dam as fine to coarse sand with trace fines. The Winnetka Dam samples consisted of silty clay with trace sand and organics noted. The Dam 4 samples were not tested for physical properties due to the fact that the three samples recovered consisted of shell fragments. The organic content of the nine sediment samples tested ranged from 0.8 % in a sample from Touhy Dam to 3.35% in a sample from the Chick Evans Dam. Detailed results for each sediment sample are provided on the enclosed physical soil laboratory reports.

The chemical analysis consisted of testing for the following parameters:

- Volatile Organic Compounds (VOCs)
- Semi-Volatile Organic Compounds (SVOCs)
- RCRA Metals
- Polychlorinated Biphenyls (PCBs)

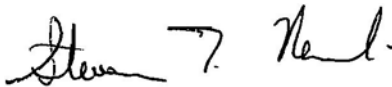
Table 2 provides a comparison of the chemical analysis to the TACO Tier 1 soil remediation objectives (SROs) detailed in 35 Illinois Administrative Code 742. A review of Table 2 indicates that two of the 12 samples have exceedances of the Tier 1 SROs. Samples S-5 collected 125 feet upstream from Dam 4 and S-11 from 125 feet upstream of Winnetka Dam both had detections of arsenic above the background levels and ingestion SRO of 13 milligrams per kilograms (mg/kg). The other 10 samples had concentrations either below the laboratory's reportable limits or below the Tier 1 SROs.

If sediment dredged from the areas of S-5 and S-11 requires off-site disposal, the material will likely require management at a subtitle D landfill. The sediment from Touhy and Chick Evans Dams can be managed as clean fill.

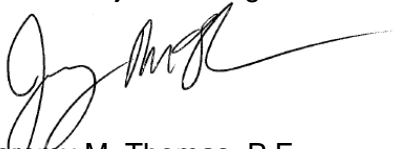
The test results are representative of the areas samples as noted on the attached location diagrams. We have performed our services in accordance with the ordinary standard of care. No other warranty, expressed or implied, is made or given.

AECOM appreciates the opportunity to work on this project. If you have any questions, please feel free to call the undersigned.

Respectfully,

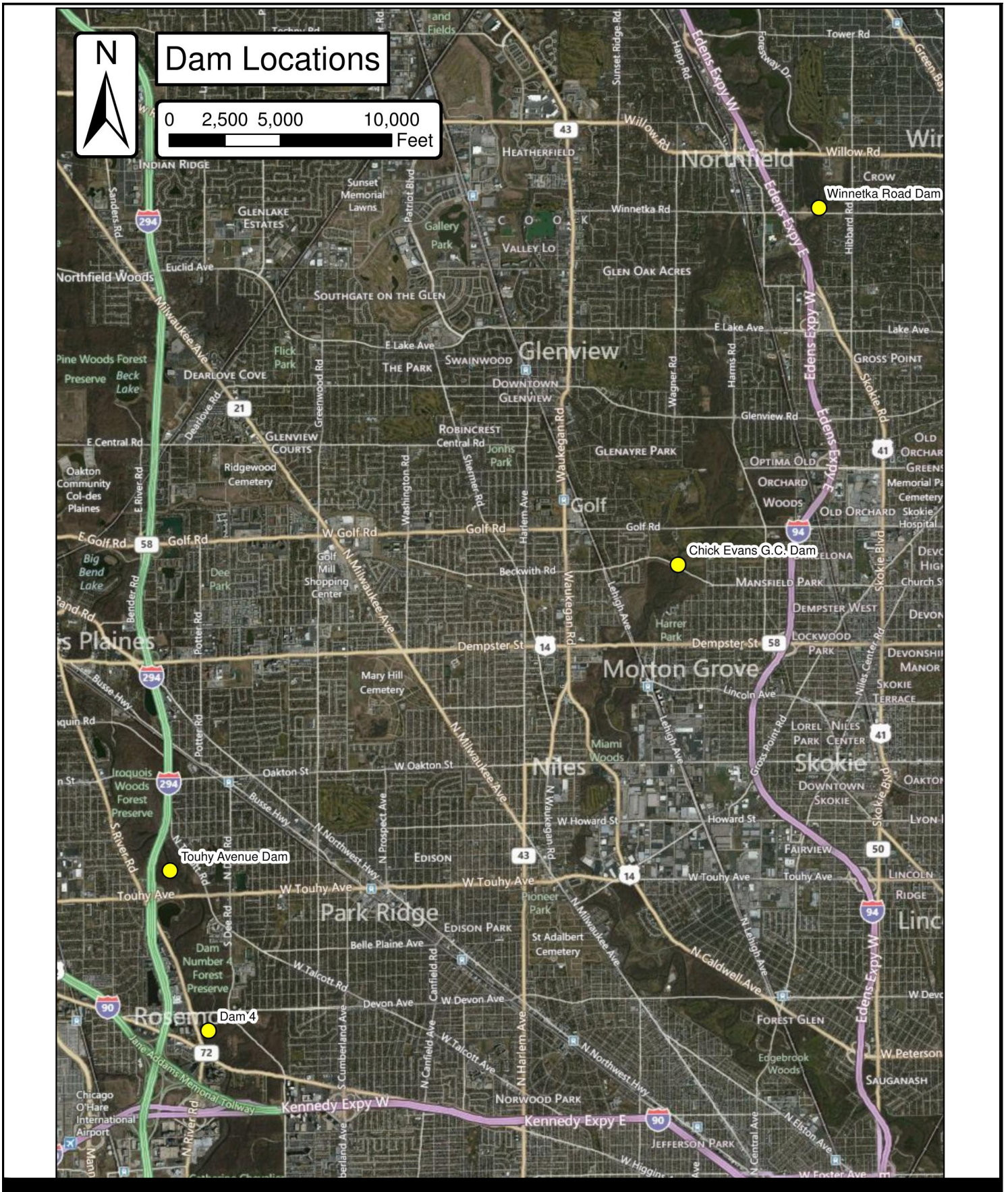


Steven T. Newlin
Senior Project Geologist



Jeremy M. Thomas, P.E.
Project Manager

Attachments: Figure 1 - Dam Locations
Figure 2 - Sediment Sample Locations Touhy Dam
Figure 3 - Sediment Sample Locations Dam 4
Figure 4 - Sediment Sample Locations Chick Evans Dam
Figure 5 - Sediment Sample Locations Winnetka Dam
Table 1 - Sample Location Coordinates
Table 2 - Chemical Analysis Summary
Laboratory Reports



GOVERNOR'S DAM REMOVAL PROJECT



FIGURE 1: DAM LOCATIONS
Project No.: 60303073



GOVERNOR'S DAM REMOVAL PROJECT
FIGURE 2:
SEDIMENT SAMPLE LOCATIONS TOUHY DAM
Project No.: 60303073



Source	Sample No.	Depth (ft.)	Description	WC %	Gravel %	Sand %	Silt %	Clay %	Organic Ct. %
TICKET EVANS	S-1 A+B	0.0'-1.5'	F-C SAND TRACE SILT TRACE CLAY - TRACE F GRAVEL - DARK GRAY - ROOTS AND SHELLS NOTED	31.6	3.8	83.2	7.3	5.7	1.81
	S-2 A+B	0.0'-2.5'	F-C SAND LITTLE SILT TRACE CLAY TRACE F GRAVEL - DARK GRAY SHELLS, ORGANICS AND SLIGHT PETROLEUM ODOR NOTED	42.3	5.8	73.0	12.2	9.0	3.35
	S-3 A+B	0.0'-2.5'	F-C SAND TRACE CLAY TRACE SILT TRACE F GRAVEL - DARK GRAY - ORGANICS AND PETROLEUM ODOR NOTED		4.6	77.2	8.9	9.3	2.44
TOUHY AVE.	S-1 A+B	0.0'-1.5'	F-C SAND TRACE SILT TRACE CLAY - DARK GRAY - SHELLS AND ORGANICS NOTED	1.1	3.9	89.4	4.0	2.7	1.04
	S-2 A+B	0.0'-1.5'	F-C SAND TRACE F GRAVEL TRACE SILT TRACE CLAY - GRAY - ORGANICS AND SHELLS NOTED	23.8	6.9	88.7	2.6	1.8	0.80
	S-3 A+B	0.0'-1.5'	F-C SAND TRACE SILT TRACE CLAY - GRAY - ORGANICS AND SHELLS NOTED	32.9	4.5	88.8	5.1	1.6	2.49
WILINETKA	S-1 A+B	0.0'-2.0'	SILTY CLAY TRACE F-C SAND - BROWN AND DARK GRAY	46.2	0.0	5.3	58.2	36.5	1.35
	S-2 A+B	0.0'-1.5'	SILTY CLAY LITTLE F SAND - DARK GRAY - ROOTS NOTED	59.8	0.0	13.0	60.8	26.2	2.64
	S-3 A+B	0.0'-1.5'	SILTY CLAY SOME F-C SAND - BROWN AND DARK GRAY - ORGANICS NOTED	52.6	0.0	28.4	45.5	26.1	2.11

STAT Analysis Corporation

2242 West Harrison St., Suite 200, Chicago, IL 60612-3766

Tel: (312) 733-0551 Fax: (312) 733-2386 STATinfo@STATAnalysis.com

Accreditation Numbers: IEPA ELAP 100445; ORELAP IL300001; AIHA 101160; NVLAP LabCode 101202-

Date Reported: October 18, 2013

Date Printed: October 18, 2013

Client: AECOM Environmental Group
 Lab Order: 13100349
 Project: 60303073, Govener's Dam Project, Various
 Lab ID: 13100349-001

Client Sample ID: S-1
 Collection Date:
 Matrix: Soil

Analyses	Result	RL	Qualifier	Units	DF	Date Analyzed
PCBs						
	SW8082 (SW3550B)			Prep Date: 10/11/2013 Analyst: MDM		
Aroclor 1016	ND	0.1		mg/Kg-dry	1	10/15/2013
Aroclor 1221	ND	0.1		mg/Kg-dry	1	10/15/2013
Aroclor 1232	ND	0.1		mg/Kg-dry	1	10/15/2013
Aroclor 1242	ND	0.1		mg/Kg-dry	1	10/15/2013
Aroclor 1248	ND	0.1		mg/Kg-dry	1	10/15/2013
Aroclor 1254	ND	0.1		mg/Kg-dry	1	10/15/2013
Aroclor 1260	ND	0.1		mg/Kg-dry	1	10/15/2013
Mercury						
	SW7471A			Prep Date: 10/14/2013 Analyst: LB		
Mercury	0.025	0.021		mg/Kg-dry	1	10/16/2013
Metals by ICP/MS						
	SW6020 (SW3050B)			Prep Date: 10/14/2013 Analyst: JG		
Arsenic	9.4	1.3		mg/Kg-dry	10	10/14/2013
Barium	69	1.3		mg/Kg-dry	10	10/14/2013
Cadmium	ND	0.63		mg/Kg-dry	10	10/14/2013
Chromium	8.3	1.3		mg/Kg-dry	10	10/14/2013
Lead	17	0.63		mg/Kg-dry	10	10/14/2013
Selenium	ND	1.3		mg/Kg-dry	10	10/14/2013
Silver	ND	1.3		mg/Kg-dry	10	10/14/2013
Semivolatile Organic Compounds by GC/MS						
	SW8270C (SW3550B)			Prep Date: 10/11/2013 Analyst: DM		
Acenaphthene	ND	0.042		mg/Kg-dry	1	10/11/2013
Acenaphthylene	ND	0.042		mg/Kg-dry	1	10/11/2013
Aniline	ND	0.42		mg/Kg-dry	1	10/11/2013
Anthracene	ND	0.042		mg/Kg-dry	1	10/11/2013
Benz(a)anthracene	0.16	0.042		mg/Kg-dry	1	10/11/2013
Benzidine	ND	0.42		mg/Kg-dry	1	10/11/2013
Benzo(a)pyrene	0.2	0.042		mg/Kg-dry	1	10/11/2013
Benzo(b)fluoranthene	0.21	0.042		mg/Kg-dry	1	10/11/2013
Benzo(g,h,i)perylene	0.16	0.042		mg/Kg-dry	1	10/11/2013
Benzo(k)fluoranthene	0.15	0.042		mg/Kg-dry	1	10/11/2013
Benzoic acid	ND	1.1		mg/Kg-dry	1	10/11/2013
Benzyl alcohol	ND	0.22		mg/Kg-dry	1	10/11/2013
Bis(2-chloroethoxy)methane	ND	0.22		mg/Kg-dry	1	10/11/2013
Bis(2-chloroethyl)ether	ND	0.22		mg/Kg-dry	1	10/11/2013
Bis(2-ethylhexyl)phthalate	ND	1.1		mg/Kg-dry	1	10/11/2013
4-Bromophenyl phenyl ether	ND	0.22		mg/Kg-dry	1	10/11/2013
Butyl benzyl phthalate	ND	0.22		mg/Kg-dry	1	10/11/2013
Carbazole	ND	0.22		mg/Kg-dry	1	10/11/2013
4-Chloroaniline	ND	0.22		mg/Kg-dry	1	10/11/2013

HT - Sample received past holding time

* - Non-accredited parameter

E - Value above quantitation range

H - Holding time exceeded

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Client Sample ID: S-1
 Collection Date:
 Matrix: Soil

Analyses	Result	RL	Qualifier	Units	DF	Date Analyzed
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Semivolatile Organic Compounds by GC/MS **SW8270C (SW3550B)** Prep Date: 10/11/2013 Analyst: DM

4-Chloro-3-methylphenol	ND	0.42		mg/Kg-dry	1	10/11/2013
2-Chloronaphthalene	ND	0.22		mg/Kg-dry	1	10/11/2013
2-Chlorophenol	ND	0.22		mg/Kg-dry	1	10/11/2013
4-Chlorophenyl phenyl ether	ND	0.22		mg/Kg-dry	1	10/11/2013
Chrysene	0.21	0.042		mg/Kg-dry	1	10/11/2013
Dibenz(a,h)anthracene	0.073	0.042		mg/Kg-dry	1	10/11/2013
Dibenzofuran	ND	0.22		mg/Kg-dry	1	10/11/2013
1,2-Dichlorobenzene	ND	0.22		mg/Kg-dry	1	10/11/2013
1,3-Dichlorobenzene	ND	0.22		mg/Kg-dry	1	10/11/2013
1,4-Dichlorobenzene	ND	0.22		mg/Kg-dry	1	10/11/2013
3,3'-Dichlorobenzidine	ND	0.22		mg/Kg-dry	1	10/11/2013
2,4-Dichlorophenol	ND	0.22		mg/Kg-dry	1	10/11/2013
Diethyl phthalate	ND	0.22		mg/Kg-dry	1	10/11/2013
2,4-Dimethylphenol	ND	0.22		mg/Kg-dry	1	10/11/2013
Dimethyl phthalate	ND	0.22		mg/Kg-dry	1	10/11/2013
4,6-Dinitro-2-methylphenol	ND	0.42		mg/Kg-dry	1	10/11/2013
2,4-Dinitrophenol	ND	1.1		mg/Kg-dry	1	10/11/2013
2,4-Dinitrotoluene	ND	0.042		mg/Kg-dry	1	10/11/2013
2,6-Dinitrotoluene	ND	0.042		mg/Kg-dry	1	10/11/2013
Di-n-butyl phthalate	ND	0.22		mg/Kg-dry	1	10/11/2013
Di-n-octyl phthalate	ND	0.22		mg/Kg-dry	1	10/11/2013
Fluoranthene	0.39	0.042		mg/Kg-dry	1	10/11/2013
Fluorene	ND	0.042		mg/Kg-dry	1	10/11/2013
Hexachlorobenzene	ND	0.22		mg/Kg-dry	1	10/11/2013
Hexachlorobutadiene	ND	0.22		mg/Kg-dry	1	10/11/2013
Hexachlorocyclopentadiene	ND	0.22		mg/Kg-dry	1	10/11/2013
Hexachloroethane	ND	0.22		mg/Kg-dry	1	10/11/2013
Indeno(1,2,3-cd)pyrene	0.14	0.042		mg/Kg-dry	1	10/11/2013
Isophorone	ND	0.22		mg/Kg-dry	1	10/11/2013
2-Methylnaphthalene	ND	0.22		mg/Kg-dry	1	10/11/2013
2-Methylphenol	ND	0.22		mg/Kg-dry	1	10/11/2013
4-Methylphenol	ND	0.22		mg/Kg-dry	1	10/11/2013
Naphthalene	ND	0.042		mg/Kg-dry	1	10/11/2013
2-Nitroaniline	ND	0.22		mg/Kg-dry	1	10/11/2013
3-Nitroaniline	ND	0.22		mg/Kg-dry	1	10/11/2013
4-Nitroaniline	ND	0.22		mg/Kg-dry	1	10/11/2013
2-Nitrophenol	ND	0.22		mg/Kg-dry	1	10/11/2013
4-Nitrophenol	ND	0.42		mg/Kg-dry	1	10/11/2013

ND - Not Detected at the Reporting Limit

HT - Sample received past holding time

* - Non-accredited parameter

Qualifiers: J - Analyte detected below quantitation limits

E - Value above quantitation range

H - Holding time exceeded

STAT Analysis Corporation

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Tel: (312) 733-0551 Fax: (312) 733-2386 STATinfo@STATAnalysis.com

Accreditation Numbers: IEPA ELAP 100445; ORELAP IL300001; AIHA 101160; NVLAP LabCode 101202-

Date Reported: October 18, 2013

Date Printed: October 18, 2013

Client: AECOM Environmental Group
 Lab Order: 13100349
 Project: 60303073, Govener's Dam Project, Various
 Lab ID: 13100349-001

Client Sample ID: S-1
 Collection Date:
 Matrix: Soil

Analyses	Result	RL	Qualifier	Units	DF	Date Analyzed
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Semivolatile Organic Compounds by GC/MS	SW8270C (SW3550B)		Prep Date: 10/11/2013 Analyst: DM			
Nitrobenzene	ND	0.042		mg/Kg-dry	1	10/11/2013
N-Nitrosodi-n-propylamine	ND	0.042		mg/Kg-dry	1	10/11/2013
N-Nitrosodimethylamine	ND	0.22		mg/Kg-dry	1	10/11/2013
N-Nitrosodiphenylamine	ND	0.042		mg/Kg-dry	1	10/11/2013
2, 2'-oxybis(1-Chloropropane)	ND	0.22		mg/Kg-dry	1	10/11/2013
Pentachlorophenol	ND	0.085		mg/Kg-dry	1	10/11/2013
Phenanthrene	0.16	0.042		mg/Kg-dry	1	10/11/2013
Phenol	ND	0.22		mg/Kg-dry	1	10/11/2013
Pyrene	0.32	0.042		mg/Kg-dry	1	10/11/2013
Pyridine	ND	0.85		mg/Kg-dry	1	10/11/2013
1,2,4-Trichlorobenzene	ND	0.22		mg/Kg-dry	1	10/11/2013
2,4,5-Trichlorophenol	ND	0.22		mg/Kg-dry	1	10/11/2013
2,4,6-Trichlorophenol	ND	0.22		mg/Kg-dry	1	10/11/2013

Volatile Organic Compounds by GC/MS	SW5035/8260B		Prep Date: 10/10/2013 Analyst: PS			
Acetone	ND	0.094		mg/Kg-dry	1	10/14/2013
Benzene	ND	0.0063		mg/Kg-dry	1	10/14/2013
Bromodichloromethane	ND	0.0063		mg/Kg-dry	1	10/14/2013
Bromoform	ND	0.0063		mg/Kg-dry	1	10/14/2013
Bromomethane	ND	0.013		mg/Kg-dry	1	10/14/2013
2-Butanone	ND	0.094		mg/Kg-dry	1	10/14/2013
Carbon disulfide	ND	0.063		mg/Kg-dry	1	10/14/2013
Carbon tetrachloride	ND	0.0063		mg/Kg-dry	1	10/14/2013
Chlorobenzene	ND	0.0063		mg/Kg-dry	1	10/14/2013
Chloroethane	ND	0.013		mg/Kg-dry	1	10/14/2013
Chloroform	ND	0.0063		mg/Kg-dry	1	10/14/2013
Chloromethane	ND	0.013		mg/Kg-dry	1	10/14/2013
Dibromochloromethane	ND	0.0063		mg/Kg-dry	1	10/14/2013
1,1-Dichloroethane	ND	0.0063		mg/Kg-dry	1	10/14/2013
1,2-Dichloroethane	ND	0.0063		mg/Kg-dry	1	10/14/2013
1,1-Dichloroethene	ND	0.0063		mg/Kg-dry	1	10/14/2013
cis-1,2-Dichloroethene	ND	0.0063		mg/Kg-dry	1	10/14/2013
trans-1,2-Dichloroethene	ND	0.0063		mg/Kg-dry	1	10/14/2013
1,2-Dichloropropane	ND	0.0063		mg/Kg-dry	1	10/14/2013
cis-1,3-Dichloropropene	ND	0.0025		mg/Kg-dry	1	10/14/2013
trans-1,3-Dichloropropene	ND	0.0025		mg/Kg-dry	1	10/14/2013
Ethylbenzene	ND	0.0063		mg/Kg-dry	1	10/14/2013
2-Hexanone	ND	0.025		mg/Kg-dry	1	10/14/2013
4-Methyl-2-pentanone	ND	0.025		mg/Kg-dry	1	10/14/2013

HT - Sample received past holding time

* - Non-accredited parameter

E - Value above quantitation range

H - Holding time exceeded

STAT Analysis Corporation

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Accreditation Numbers: IEPA ELAP 100445; ORELAP IL300001; AIHA 101160; NVLAP LabCode 101202-

Date Reported: October 18, 2013

Date Printed: October 18, 2013

Client: AECOM Environmental Group
 Lab Order: 13100349
 Project: 60303073, Govener's Dam Project, Various
 Lab ID: 13100349-001

Client Sample ID: S-1
 Collection Date:
 Matrix: Soil

Analyses	Result	RL	Qualifier	Units	DF	Date Analyzed
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Volatile Organic Compounds by GC/MS**SW5035/8260B**

Prep Date: 10/10/2013 Analyst: PS

Methylene chloride	ND	0.013		mg/Kg-dry	1	10/14/2013
Methyl tert-butyl ether	ND	0.0063		mg/Kg-dry	1	10/14/2013
Styrene	ND	0.0063		mg/Kg-dry	1	10/14/2013
1,1,2,2-Tetrachloroethane	ND	0.0063		mg/Kg-dry	1	10/14/2013
Tetrachloroethene	ND	0.0063		mg/Kg-dry	1	10/14/2013
Toluene	ND	0.0063		mg/Kg-dry	1	10/14/2013
1,1,1-Trichloroethane	ND	0.0063		mg/Kg-dry	1	10/14/2013
1,1,2-Trichloroethane	ND	0.0063		mg/Kg-dry	1	10/14/2013
Trichloroethene	ND	0.0063		mg/Kg-dry	1	10/14/2013
Vinyl chloride	ND	0.0063		mg/Kg-dry	1	10/14/2013
Xylenes, Total	ND	0.019		mg/Kg-dry	1	10/14/2013

Percent Moisture**D2974**

Prep Date: 10/10/2013 Analyst: VA

Percent Moisture	21.5	0.2	*	wt%	1	10/10/2013
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Qualifiers: ND - Not Detected at the Reporting Limit
 J - Analyte detected below quantitation limits
 B - Analyte detected in the associated Method Blank

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Accreditation Numbers: IEPA ELAP 100445; ORELAP IL300001; AIHA 101160; NVLAP LabCode 101202-

Date Reported: October 18, 2013

Date Printed: October 18, 2013

Client: AECOM Environmental Group
 Lab Order: 13100349
 Project: 60303073, Govener's Dam Project, Various
 Lab ID: 13100349-002

Client Sample ID: S-2
 Collection Date:
 Matrix: Soil

Analyses	Result	RL	Qualifier	Units	DF	Date Analyzed
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PCBs	SW8082 (SW3550B)		Prep Date: 10/11/2013 Analyst: MDM			
Aroclor 1016	ND	0.097		mg/Kg-dry	1	10/15/2013
Aroclor 1221	ND	0.097		mg/Kg-dry	1	10/15/2013
Aroclor 1232	ND	0.097		mg/Kg-dry	1	10/15/2013
Aroclor 1242	ND	0.097		mg/Kg-dry	1	10/15/2013
Aroclor 1248	ND	0.097		mg/Kg-dry	1	10/15/2013
Aroclor 1254	ND	0.097		mg/Kg-dry	1	10/15/2013
Aroclor 1260	ND	0.097		mg/Kg-dry	1	10/15/2013

Mercury	SW7471A		Prep Date: 10/14/2013 Analyst: LB			
Mercury	0.029	0.024		mg/Kg-dry	1	10/16/2013

Metals by ICP/MS	SW6020 (SW3050B)		Prep Date: 10/14/2013 Analyst: JG			
Arsenic	4.3	1.3		mg/Kg-dry	10	10/14/2013
Barium	64	1.3		mg/Kg-dry	10	10/14/2013
Cadmium	ND	0.63		mg/Kg-dry	10	10/14/2013
Chromium	9	1.3		mg/Kg-dry	10	10/14/2013
Lead	13	0.63		mg/Kg-dry	10	10/14/2013
Selenium	ND	1.3		mg/Kg-dry	10	10/14/2013
Silver	ND	1.3		mg/Kg-dry	10	10/14/2013

Semivolatile Organic Compounds by GC/MS	SW8270C (SW3550B)		Prep Date: 10/11/2013 Analyst: DM			
Acenaphthene	ND	0.04		mg/Kg-dry	1	10/11/2013
Acenaphthylene	ND	0.04		mg/Kg-dry	1	10/11/2013
Aniline	ND	0.4		mg/Kg-dry	1	10/11/2013
Anthracene	0.099	0.04		mg/Kg-dry	1	10/11/2013
Benz(a)anthracene	0.33	0.04		mg/Kg-dry	1	10/11/2013
Benzidine	ND	0.4		mg/Kg-dry	1	10/11/2013
Benzo(a)pyrene	0.35	0.04		mg/Kg-dry	1	10/11/2013
Benzo(b)fluoranthene	0.37	0.04		mg/Kg-dry	1	10/11/2013
Benzo(g,h,i)perylene	0.27	0.04		mg/Kg-dry	1	10/11/2013
Benzo(k)fluoranthene	0.33	0.04		mg/Kg-dry	1	10/11/2013
Benzoic acid	ND	1		mg/Kg-dry	1	10/11/2013
Benzyl alcohol	ND	0.2		mg/Kg-dry	1	10/11/2013
Bis(2-chloroethoxy)methane	ND	0.2		mg/Kg-dry	1	10/11/2013
Bis(2-chloroethyl)ether	ND	0.2		mg/Kg-dry	1	10/11/2013
Bis(2-ethylhexyl)phthalate	ND	1		mg/Kg-dry	1	10/11/2013
4-Bromophenyl phenyl ether	ND	0.2		mg/Kg-dry	1	10/11/2013
Butyl benzyl phthalate	ND	0.2		mg/Kg-dry	1	10/11/2013
Carbazole	ND	0.2		mg/Kg-dry	1	10/11/2013
4-Chloroaniline	ND	0.2		mg/Kg-dry	1	10/11/2013

HT - Sample received past holding time

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Accreditation Numbers: IEPA ELAP 100445; ORELAP IL300001; AIHA 101160; NVLAP LabCode 101202-

Date Reported: October 18, 2013

Date Printed: October 18, 2013

Client: AECOM Environmental Group
 Lab Order: 13100349
 Project: 60303073, Govener's Dam Project, Various
 Lab ID: 13100349-002

Client Sample ID: S-2
 Collection Date:
 Matrix: Soil

Analyses	Result	RL	Qualifier	Units	DF	Date Analyzed
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Semivolatile Organic Compounds by GC/MS	SW8270C (SW3550B)	Prep Date: 10/11/2013 Analyst: DM			
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4-Chloro-3-methylphenol	ND	0.4		mg/Kg-dry	1	10/11/2013
2-Chloronaphthalene	ND	0.2		mg/Kg-dry	1	10/11/2013
2-Chlorophenol	ND	0.2		mg/Kg-dry	1	10/11/2013
4-Chlorophenyl phenyl ether	ND	0.2		mg/Kg-dry	1	10/11/2013
Chrysene	0.43	0.04		mg/Kg-dry	1	10/11/2013
Dibenz(a,h)anthracene	0.13	0.04		mg/Kg-dry	1	10/11/2013
Dibenzofuran	ND	0.2		mg/Kg-dry	1	10/11/2013
1,2-Dichlorobenzene	ND	0.2		mg/Kg-dry	1	10/11/2013
1,3-Dichlorobenzene	ND	0.2		mg/Kg-dry	1	10/11/2013
1,4-Dichlorobenzene	ND	0.2		mg/Kg-dry	1	10/11/2013
3,3'-Dichlorobenzidine	ND	0.2		mg/Kg-dry	1	10/11/2013
2,4-Dichlorophenol	ND	0.2		mg/Kg-dry	1	10/11/2013
Diethyl phthalate	ND	0.2		mg/Kg-dry	1	10/11/2013
2,4-Dimethylphenol	ND	0.2		mg/Kg-dry	1	10/11/2013
Dimethyl phthalate	ND	0.2		mg/Kg-dry	1	10/11/2013
4,6-Dinitro-2-methylphenol	ND	0.4		mg/Kg-dry	1	10/11/2013
2,4-Dinitrophenol	ND	1		mg/Kg-dry	1	10/11/2013
2,4-Dinitrotoluene	ND	0.04		mg/Kg-dry	1	10/11/2013
2,6-Dinitrotoluene	ND	0.04		mg/Kg-dry	1	10/11/2013
Di-n-butyl phthalate	ND	0.2		mg/Kg-dry	1	10/11/2013
Di-n-octyl phthalate	ND	0.2		mg/Kg-dry	1	10/11/2013
Fluoranthene	1.1	0.04		mg/Kg-dry	1	10/11/2013
Fluorene	0.052	0.04		mg/Kg-dry	1	10/11/2013
Hexachlorobenzene	ND	0.2		mg/Kg-dry	1	10/11/2013
Hexachlorobutadiene	ND	0.2		mg/Kg-dry	1	10/11/2013
Hexachlorocyclopentadiene	ND	0.2		mg/Kg-dry	1	10/11/2013
Hexachloroethane	ND	0.2		mg/Kg-dry	1	10/11/2013
Indeno(1,2,3-cd)pyrene	0.25	0.04		mg/Kg-dry	1	10/11/2013
Isophorone	ND	0.2		mg/Kg-dry	1	10/11/2013
2-Methylnaphthalene	ND	0.2		mg/Kg-dry	1	10/11/2013
2-Methylphenol	ND	0.2		mg/Kg-dry	1	10/11/2013
4-Methylphenol	ND	0.2		mg/Kg-dry	1	10/11/2013
Naphthalene	ND	0.04		mg/Kg-dry	1	10/11/2013
2-Nitroaniline	ND	0.2		mg/Kg-dry	1	10/11/2013
3-Nitroaniline	ND	0.2		mg/Kg-dry	1	10/11/2013
4-Nitroaniline	ND	0.2		mg/Kg-dry	1	10/11/2013
2-Nitrophenol	ND	0.2		mg/Kg-dry	1	10/11/2013
4-Nitrophenol	ND	0.4		mg/Kg-dry	1	10/11/2013

ND - Not Detected at the Reporting Limit

HT - Sample received past holding time

* - Non-accredited parameter

Qualifiers: J - Analyte detected below quantitation limits

E - Value above quantitation range

H - Holding time exceeded

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Accreditation Numbers: IEPA ELAP 100445; ORELAP IL300001; AIHA 101160; NVLAP LabCode 101202-

Date Reported: October 18, 2013

Date Printed: October 18, 2013

Client: AECOM Environmental Group
 Lab Order: 13100349
 Project: 60303073, Govener's Dam Project, Various
 Lab ID: 13100349-002

Client Sample ID: S-2
 Collection Date:
 Matrix: Soil

Analyses	Result	RL	Qualifier	Units	DF	Date Analyzed
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Semivolatile Organic Compounds by GC/MS	SW8270C (SW3550B)		Prep Date: 10/11/2013 Analyst: DM			
Nitrobenzene	ND	0.04		mg/Kg-dry	1	10/11/2013
N-Nitrosodi-n-propylamine	ND	0.04		mg/Kg-dry	1	10/11/2013
N-Nitrosodimethylamine	ND	0.2		mg/Kg-dry	1	10/11/2013
N-Nitrosodiphenylamine	ND	0.04		mg/Kg-dry	1	10/11/2013
2, 2'-oxybis(1-Chloropropane)	ND	0.2		mg/Kg-dry	1	10/11/2013
Pentachlorophenol	ND	0.081		mg/Kg-dry	1	10/11/2013
Phenanthrene	0.71	0.04		mg/Kg-dry	1	10/11/2013
Phenol	ND	0.2		mg/Kg-dry	1	10/11/2013
Pyrene	0.76	0.04		mg/Kg-dry	1	10/11/2013
Pyridine	ND	0.81		mg/Kg-dry	1	10/11/2013
1,2,4-Trichlorobenzene	ND	0.2		mg/Kg-dry	1	10/11/2013
2,4,5-Trichlorophenol	ND	0.2		mg/Kg-dry	1	10/11/2013
2,4,6-Trichlorophenol	ND	0.2		mg/Kg-dry	1	10/11/2013

Volatile Organic Compounds by GC/MS	SW5035/8260B		Prep Date: 10/10/2013 Analyst: PS			
Acetone	ND	0.1		mg/Kg-dry	1	10/14/2013
Benzene	ND	0.0067		mg/Kg-dry	1	10/14/2013
Bromodichloromethane	ND	0.0067		mg/Kg-dry	1	10/14/2013
Bromoform	ND	0.0067		mg/Kg-dry	1	10/14/2013
Bromomethane	ND	0.013		mg/Kg-dry	1	10/14/2013
2-Butanone	ND	0.1		mg/Kg-dry	1	10/14/2013
Carbon disulfide	ND	0.067		mg/Kg-dry	1	10/14/2013
Carbon tetrachloride	ND	0.0067		mg/Kg-dry	1	10/14/2013
Chlorobenzene	ND	0.0067		mg/Kg-dry	1	10/14/2013
Chloroethane	ND	0.013		mg/Kg-dry	1	10/14/2013
Chloroform	ND	0.0067		mg/Kg-dry	1	10/14/2013
Chloromethane	ND	0.013		mg/Kg-dry	1	10/14/2013
Dibromochloromethane	ND	0.0067		mg/Kg-dry	1	10/14/2013
1,1-Dichloroethane	ND	0.0067		mg/Kg-dry	1	10/14/2013
1,2-Dichloroethane	ND	0.0067		mg/Kg-dry	1	10/14/2013
1,1-Dichloroethene	ND	0.0067		mg/Kg-dry	1	10/14/2013
cis-1,2-Dichloroethene	ND	0.0067		mg/Kg-dry	1	10/14/2013
trans-1,2-Dichloroethene	ND	0.0067		mg/Kg-dry	1	10/14/2013
1,2-Dichloropropane	ND	0.0067		mg/Kg-dry	1	10/14/2013
cis-1,3-Dichloropropene	ND	0.0027		mg/Kg-dry	1	10/14/2013
trans-1,3-Dichloropropene	ND	0.0027		mg/Kg-dry	1	10/14/2013
Ethylbenzene	ND	0.0067		mg/Kg-dry	1	10/14/2013
2-Hexanone	ND	0.027		mg/Kg-dry	1	10/14/2013
4-Methyl-2-pentanone	ND	0.027		mg/Kg-dry	1	10/14/2013

HT - Sample received past holding time

* - Non-accredited parameter

E - Value above quantitation range

H - Holding time exceeded

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Date Reported: October 18, 2013

Date Printed: October 18, 2013

Client: AECOM Environmental Group
 Lab Order: 13100349
 Project: 60303073, Govener's Dam Project, Various
 Lab ID: 13100349-002

Client Sample ID: S-2
 Collection Date:
 Matrix: Soil

Analyses	Result	RL	Qualifier	Units	DF	Date Analyzed
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Volatile Organic Compounds by GC/MS**SW5035/8260B**

Prep Date: 10/10/2013 Analyst: PS

Methylene chloride	ND	0.013		mg/Kg-dry	1	10/14/2013
Methyl tert-butyl ether	ND	0.0067		mg/Kg-dry	1	10/14/2013
Styrene	ND	0.0067		mg/Kg-dry	1	10/14/2013
1,1,2,2-Tetrachloroethane	ND	0.0067		mg/Kg-dry	1	10/14/2013
Tetrachloroethene	ND	0.0067		mg/Kg-dry	1	10/14/2013
Toluene	ND	0.0067		mg/Kg-dry	1	10/14/2013
1,1,1-Trichloroethane	ND	0.0067		mg/Kg-dry	1	10/14/2013
1,1,2-Trichloroethane	ND	0.0067		mg/Kg-dry	1	10/14/2013
Trichloroethene	ND	0.0067		mg/Kg-dry	1	10/14/2013
Vinyl chloride	ND	0.0067		mg/Kg-dry	1	10/14/2013
Xylenes, Total	ND	0.02		mg/Kg-dry	1	10/14/2013

Percent Moisture**D2974**

Prep Date: 10/10/2013 Analyst: VA

Percent Moisture	18.0	0.2	*	wt%	1	10/10/2013
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Qualifiers: ND - Not Detected at the Reporting Limit
 J - Analyte detected below quantitation limits
 B - Analyte detected in the associated Method Blank

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Accreditation Numbers: IEPA ELAP 100445; ORELAP IL300001; AIHA 101160; NVLAP LabCode 101202-

Date Reported: October 18, 2013

Date Printed: October 18, 2013

Client: AECOM Environmental Group
 Lab Order: 13100349
 Project: 60303073, Govener's Dam Project, Various
 Lab ID: 13100349-003

Client Sample ID: S-3
 Collection Date:
 Matrix: Soil

Analyses	Result	RL	Qualifier	Units	DF	Date Analyzed
PCBs						
	SW8082 (SW3550B)		Prep Date: 10/11/2013 Analyst: MDM			
Aroclor 1016	ND	0.11		mg/Kg-dry	1	10/15/2013
Aroclor 1221	ND	0.11		mg/Kg-dry	1	10/15/2013
Aroclor 1232	ND	0.11		mg/Kg-dry	1	10/15/2013
Aroclor 1242	ND	0.11		mg/Kg-dry	1	10/15/2013
Aroclor 1248	ND	0.11		mg/Kg-dry	1	10/15/2013
Aroclor 1254	ND	0.11		mg/Kg-dry	1	10/15/2013
Aroclor 1260	ND	0.11		mg/Kg-dry	1	10/15/2013
Mercury						
	SW7471A		Prep Date: 10/14/2013 Analyst: LB			
Mercury	0.027	0.022		mg/Kg-dry	1	10/16/2013
Metals by ICP/MS						
	SW6020 (SW3050B)		Prep Date: 10/14/2013 Analyst: JG			
Arsenic	4.4	1.4		mg/Kg-dry	10	10/14/2013
Barium	56	1.4		mg/Kg-dry	10	10/14/2013
Cadmium	ND	0.71		mg/Kg-dry	10	10/14/2013
Chromium	7	1.4		mg/Kg-dry	10	10/14/2013
Lead	13	0.71		mg/Kg-dry	10	10/15/2013
Selenium	1.5	1.4		mg/Kg-dry	10	10/14/2013
Silver	ND	1.4		mg/Kg-dry	10	10/14/2013
Semivolatile Organic Compounds by GC/MS						
	SW8270C (SW3550B)		Prep Date: 10/11/2013 Analyst: DM			
Acenaphthene	0.088	0.044		mg/Kg-dry	1	10/11/2013
Acenaphthylene	ND	0.044		mg/Kg-dry	1	10/11/2013
Aniline	ND	0.44		mg/Kg-dry	1	10/11/2013
Anthracene	0.26	0.044		mg/Kg-dry	1	10/11/2013
Benz(a)anthracene	0.75	0.044		mg/Kg-dry	1	10/11/2013
Benzidine	ND	0.44		mg/Kg-dry	1	10/11/2013
Benzo(a)pyrene	0.72	0.044		mg/Kg-dry	1	10/11/2013
Benzo(b)fluoranthene	0.75	0.044		mg/Kg-dry	1	10/11/2013
Benzo(g,h,i)perylene	0.48	0.044		mg/Kg-dry	1	10/11/2013
Benzo(k)fluoranthene	0.58	0.044		mg/Kg-dry	1	10/11/2013
Benzoic acid	ND	1.1		mg/Kg-dry	1	10/11/2013
Benzyl alcohol	ND	0.22		mg/Kg-dry	1	10/11/2013
Bis(2-chloroethoxy)methane	ND	0.22		mg/Kg-dry	1	10/11/2013
Bis(2-chloroethyl)ether	ND	0.22		mg/Kg-dry	1	10/11/2013
Bis(2-ethylhexyl)phthalate	ND	1.1		mg/Kg-dry	1	10/11/2013
4-Bromophenyl phenyl ether	ND	0.22		mg/Kg-dry	1	10/11/2013
Butyl benzyl phthalate	ND	0.22		mg/Kg-dry	1	10/11/2013
Carbazole	ND	0.22		mg/Kg-dry	1	10/11/2013
4-Chloroaniline	ND	0.22		mg/Kg-dry	1	10/11/2013

HT - Sample received past holding time

* - Non-accredited parameter

E - Value above quantitation range

H - Holding time exceeded

STAT Analysis Corporation

2242 West Harrison St., Suite 200, Chicago, IL 60612-3766

Tel: (312) 733-0551 Fax: (312) 733-2386 STATinfo@STATAnalysis.com

Accreditation Numbers: IEPA ELAP 100445; ORELAP IL300001; AIHA 101160; NVLAP LabCode 101202-

Date Reported: October 18, 2013

Date Printed: October 18, 2013

Client: AECOM Environmental Group
 Lab Order: 13100349
 Project: 60303073, Govener's Dam Project, Various
 Lab ID: 13100349-003

Client Sample ID: S-3
 Collection Date:
 Matrix: Soil

Analyses	Result	RL	Qualifier	Units	DF	Date Analyzed
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Semivolatile Organic Compounds by GC/MS **SW8270C (SW3550B)** Prep Date: 10/11/2013 Analyst: DM

4-Chloro-3-methylphenol	ND	0.44		mg/Kg-dry	1	10/11/2013
2-Chloronaphthalene	ND	0.22		mg/Kg-dry	1	10/11/2013
2-Chlorophenol	ND	0.22		mg/Kg-dry	1	10/11/2013
4-Chlorophenyl phenyl ether	ND	0.22		mg/Kg-dry	1	10/11/2013
Chrysene	0.84	0.044		mg/Kg-dry	1	10/11/2013
Dibenz(a,h)anthracene	0.23	0.044		mg/Kg-dry	1	10/11/2013
Dibenzofuran	ND	0.22		mg/Kg-dry	1	10/11/2013
1,2-Dichlorobenzene	ND	0.22		mg/Kg-dry	1	10/11/2013
1,3-Dichlorobenzene	ND	0.22		mg/Kg-dry	1	10/11/2013
1,4-Dichlorobenzene	ND	0.22		mg/Kg-dry	1	10/11/2013
3,3'-Dichlorobenzidine	ND	0.22		mg/Kg-dry	1	10/11/2013
2,4-Dichlorophenol	ND	0.22		mg/Kg-dry	1	10/11/2013
Diethyl phthalate	ND	0.22		mg/Kg-dry	1	10/11/2013
2,4-Dimethylphenol	ND	0.22		mg/Kg-dry	1	10/11/2013
Dimethyl phthalate	ND	0.22		mg/Kg-dry	1	10/11/2013
4,6-Dinitro-2-methylphenol	ND	0.44		mg/Kg-dry	1	10/11/2013
2,4-Dinitrophenol	ND	1.1		mg/Kg-dry	1	10/11/2013
2,4-Dinitrotoluene	ND	0.044		mg/Kg-dry	1	10/11/2013
2,6-Dinitrotoluene	ND	0.044		mg/Kg-dry	1	10/11/2013
Di-n-butyl phthalate	ND	0.22		mg/Kg-dry	1	10/11/2013
Di-n-octyl phthalate	ND	0.22		mg/Kg-dry	1	10/11/2013
Fluoranthene	1.8	0.044		mg/Kg-dry	1	10/11/2013
Fluorene	0.098	0.044		mg/Kg-dry	1	10/11/2013
Hexachlorobenzene	ND	0.22		mg/Kg-dry	1	10/11/2013
Hexachlorobutadiene	ND	0.22		mg/Kg-dry	1	10/11/2013
Hexachlorocyclopentadiene	ND	0.22		mg/Kg-dry	1	10/11/2013
Hexachloroethane	ND	0.22		mg/Kg-dry	1	10/11/2013
Indeno(1,2,3-cd)pyrene	0.45	0.044		mg/Kg-dry	1	10/11/2013
Isophorone	ND	0.22		mg/Kg-dry	1	10/11/2013
2-Methylnaphthalene	ND	0.22		mg/Kg-dry	1	10/11/2013
2-Methylphenol	ND	0.22		mg/Kg-dry	1	10/11/2013
4-Methylphenol	ND	0.22		mg/Kg-dry	1	10/11/2013
Naphthalene	ND	0.044		mg/Kg-dry	1	10/11/2013
2-Nitroaniline	ND	0.22		mg/Kg-dry	1	10/11/2013
3-Nitroaniline	ND	0.22		mg/Kg-dry	1	10/11/2013
4-Nitroaniline	ND	0.22		mg/Kg-dry	1	10/11/2013
2-Nitrophenol	ND	0.22		mg/Kg-dry	1	10/11/2013
4-Nitrophenol	ND	0.44		mg/Kg-dry	1	10/11/2013

ND - Not Detected at the Reporting Limit

HT - Sample received past holding time

* - Non-accredited parameter

Qualifiers: J - Analyte detected below quantitation limits

E - Value above quantitation range

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 Lab Order: 13100349
 Project: 60303073, Govener's Dam Project, Various
 Lab ID: 13100349-003

Client Sample ID: S-3
 Collection Date:
 Matrix: Soil

Analyses	Result	RL	Qualifier	Units	DF	Date Analyzed
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Semivolatile Organic Compounds by GC/MS	SW8270C (SW3550B)		Prep Date: 10/11/2013 Analyst: DM			
Nitrobenzene	ND	0.044		mg/Kg-dry	1	10/11/2013
N-Nitrosodi-n-propylamine	ND	0.044		mg/Kg-dry	1	10/11/2013
N-Nitrosodimethylamine	ND	0.22		mg/Kg-dry	1	10/11/2013
N-Nitrosodiphenylamine	ND	0.044		mg/Kg-dry	1	10/11/2013
2, 2'-oxybis(1-Chloropropane)	ND	0.22		mg/Kg-dry	1	10/11/2013
Pentachlorophenol	ND	0.088		mg/Kg-dry	1	10/11/2013
Phenanthrene	1.1	0.044		mg/Kg-dry	1	10/11/2013
Phenol	ND	0.22		mg/Kg-dry	1	10/11/2013
Pyrene	1.4	0.044		mg/Kg-dry	1	10/11/2013
Pyridine	ND	0.88		mg/Kg-dry	1	10/11/2013
1,2,4-Trichlorobenzene	ND	0.22		mg/Kg-dry	1	10/11/2013
2,4,5-Trichlorophenol	ND	0.22		mg/Kg-dry	1	10/11/2013
2,4,6-Trichlorophenol	ND	0.22		mg/Kg-dry	1	10/11/2013

Volatile Organic Compounds by GC/MS	SW5035/8260B		Prep Date: 10/10/2013 Analyst: PS			
Acetone	ND	0.18		mg/Kg-dry	1	10/14/2013
Benzene	ND	0.012		mg/Kg-dry	1	10/14/2013
Bromodichloromethane	ND	0.012		mg/Kg-dry	1	10/14/2013
Bromoform	ND	0.012		mg/Kg-dry	1	10/14/2013
Bromomethane	ND	0.023		mg/Kg-dry	1	10/14/2013
2-Butanone	ND	0.18		mg/Kg-dry	1	10/14/2013
Carbon disulfide	ND	0.12		mg/Kg-dry	1	10/14/2013
Carbon tetrachloride	ND	0.012		mg/Kg-dry	1	10/14/2013
Chlorobenzene	ND	0.012		mg/Kg-dry	1	10/14/2013
Chloroethane	ND	0.023		mg/Kg-dry	1	10/14/2013
Chloroform	ND	0.012		mg/Kg-dry	1	10/14/2013
Chloromethane	ND	0.023		mg/Kg-dry	1	10/14/2013
Dibromochloromethane	ND	0.012		mg/Kg-dry	1	10/14/2013
1,1-Dichloroethane	ND	0.012		mg/Kg-dry	1	10/14/2013
1,2-Dichloroethane	ND	0.012		mg/Kg-dry	1	10/14/2013
1,1-Dichloroethene	ND	0.012		mg/Kg-dry	1	10/14/2013
cis-1,2-Dichloroethene	ND	0.012		mg/Kg-dry	1	10/14/2013
trans-1,2-Dichloroethene	ND	0.012		mg/Kg-dry	1	10/14/2013
1,2-Dichloropropane	ND	0.012		mg/Kg-dry	1	10/14/2013
cis-1,3-Dichloropropene	ND	0.0047		mg/Kg-dry	1	10/14/2013
trans-1,3-Dichloropropene	ND	0.0047		mg/Kg-dry	1	10/14/2013
Ethylbenzene	ND	0.012		mg/Kg-dry	1	10/14/2013
2-Hexanone	ND	0.047		mg/Kg-dry	1	10/14/2013
4-Methyl-2-pentanone	ND	0.047		mg/Kg-dry	1	10/14/2013

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 Lab ID: 13100349-003

Client Sample ID: S-3
 Collection Date:
 Matrix: Soil

Analyses	Result	RL	Qualifier	Units	DF	Date Analyzed
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Volatile Organic Compounds by GC/MS**SW5035/8260B**

Prep Date: 10/10/2013 Analyst: PS

Methylene chloride	ND	0.023		mg/Kg-dry	1	10/14/2013
Methyl tert-butyl ether	ND	0.012		mg/Kg-dry	1	10/14/2013
Styrene	ND	0.012		mg/Kg-dry	1	10/14/2013
1,1,2,2-Tetrachloroethane	ND	0.012		mg/Kg-dry	1	10/14/2013
Tetrachloroethene	ND	0.012		mg/Kg-dry	1	10/14/2013
Toluene	ND	0.012		mg/Kg-dry	1	10/14/2013
1,1,1-Trichloroethane	ND	0.012		mg/Kg-dry	1	10/14/2013
1,1,2-Trichloroethane	ND	0.012		mg/Kg-dry	1	10/14/2013
Trichloroethene	ND	0.012		mg/Kg-dry	1	10/14/2013
Vinyl chloride	ND	0.012		mg/Kg-dry	1	10/14/2013
Xylenes, Total	ND	0.035		mg/Kg-dry	1	10/14/2013

Percent Moisture**D2974**

Prep Date: 10/10/2013 Analyst: VA

Percent Moisture	24.5	0.2	*	wt%	1	10/10/2013
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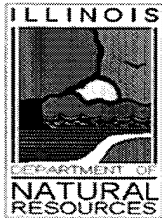
Qualifiers: ND - Not Detected at the Reporting Limit
 J - Analyte detected below quantitation limits
 B - Analyte detected in the associated Method Blank

CONSTRUCTION PROCEDURES/PERMITS

The CONTRACTOR is responsible to abide by the requirements contained in the permits for this project that have been issued by the following authorities: the IDNR/Office of Water Resources (OWR), the U.S. Army Corps of Engineers (USACE), and the Illinois Environmental Protection Agency (IEPA). The CONTRACTOR is required to obtain and submit to the OWR any and all other permits for construction required by local ordinances, state and/or federal laws. 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 included in the various items of work.

The permits contain certain requirements which may affect the construction of this project. It will be the CONTRACTOR's responsibility to be familiar with the requirements of the abovementioned permits and conduct the work in accordance with those requirements and the special provision contained herein. See the following pages for copies of the permits.

Should the CONTRACTOR desire to use materials, construction methods, or procedures which differ substantially from those authorized by the above referenced permits, it will be the responsibility of the CONTRACTOR to obtain approved amendments to same. All costs incurred by the CONTRACTOR in complying with the applicable requirements of the abovementioned permits shall be considered as completely covered by the contract unit prices bid for the various items of work in the proposal.



Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
www.dnr.illinois.gov

Bruce Rauner, Governor
Wayne A. Rosenthal, Director

Office of Water Resources • 2050 West Stearns Road • Bartlett, Illinois 60103

August 1, 2017

SUBJECT: Permit No. NE2017031
Temporary Causeway for the Removal of Dam 4
Des Plaines River
Cook County, Application No. N20170038

Eric Otto
Forest Preserve District of Cook County
536 N. Harlem Avenue
River Forest, Illinois 60305

Dear Mr. Otto:

Enclosed is Illinois Department of Natural Resources, Office of Water Resources Permit No. NE2017031 authorizing the subject project. This permit does not supersede any other federal, state or local authorizations that may be required for the project. Please note that the removal of Dam 4 does not require a permit.

Please be advised that the Illinois Department of Natural Resources, Division of Ecosystems and Environment (DEE) participates in the regulatory programs of the U.S. Army, Corps of Engineers (USACE) and may review this project if a USACE Section 10 or 404 permit is required. Issuance of a permit by the Office of Water Resources does not preclude DEE's provision of comments and/or recommendations, primarily related to biological effects of the proposed action, to the USACE and other federal agencies concerning your project.

If any changes of the permitted work are found necessary, revised plans should be submitted promptly to this office for review and approval. Also, this permit expires on the date indicated in Condition (13). If unable to complete the work by that date, the permittee may make a written request for a time extension. Please contact Bruno Athmanathan of my staff at 847/608-3116 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary W. Jereb".

Gary W. Jereb, P.E., Chief
Northeastern Illinois Regulatory Programs Section

GJ/BA:cjp
Enclosure

cc: Chicago District, U.S. Army Corps of Engineers
City of Park Ridge Engineering Dept.
Rick Gosch, IDNR/OWR, Division of Capital Programs



PERMIT NO. NE2017031
DATE: August 1, 2017

State of Illinois
Department of Natural Resources, Office of Water Resources

Permission is hereby granted to:

Forest Preserve District of Cook County
536 N. Harlem Avenue
River Forest, Illinois 60305

to construct a temporary causeway to facilitate the removal of Dam 4 on the Des Plaines River in the Northwest Quarter of Section 3, Township 40 North, Range 12 East of the Third Principal Meridian in Cook County,

in accordance with an application dated April 17, 2017, and the plans and specifications entitled:

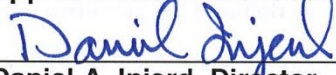
DES PLAINES RIVER DAM 4 REMOVAL, DES PLAINES RIVER, PARK RIDGE, ILLINOIS, COOK COUNTY, FR-438, 2016, TITLE SHEET AND SHEETS 3, 5, 7, 9, 11 AND 13 OF 13, UNDATED, RECEIVED APRIL 24, 2017

Examined and Recommended:



Gary W. Jereb, Chief
Northeastern IL Regulatory
Programs Section

Approval Recommended:



Daniel A. Injerd, Director
Office of Water Resources

Approved:



Wayne A. Rosenthal, Director
Department of Natural Resources

This PERMIT is subject to the terms and special conditions contained herein.



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, CORPS OF ENGINEERS
231 SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60604-1437

December 1, 2020

Operations Division
Regulatory Branch
LRC-2017-00318

SUBJECT: Authorization for the Partial Removal of Dam #4 Located Southeast of the Intersection of Deven Avenue and River Road on the Des Plaines River, Cook County, Illinois (Latitude 41.99358, Longitude -87.85911)

Eric Otto
Forest Preserve District of Cook County
536 North Harlem Avenue
River Forest, Illinois 60305

Dear Mr. Otto:

This office has verified that your proposed activity complies with the terms and conditions of Regional Permit 5 (Aquatic Habitat Restoration, Establishment, and Enhancement) and the General Conditions for all activities authorized under the Regional Permit Program.

This verification expires three (3) years from the date of this letter and covers only your activity as described in your notification and as shown on the plans entitled "Des Plaines River Dam 4 Removal" dated 2/11/2020, prepared by Illinois Department of Natural Resources. Caution must be taken to prevent construction materials and activities from impacting waters of the United States beyond the scope of this authorization. If you anticipate changing the design or location of the activity, you should contact this office to determine the need for further authorization.

The activity may be completed without further authorization from this office provided the activity is conducted in compliance with the terms and conditions of the RPP, including conditions of water quality certification issued under Section 401 of the Clean Water Act by the Illinois Environmental Protection Agency (IEPA). If the design, location, or purpose of the project is changed, you should contact this office to determine the need for further authorization.

The following special conditions are a requirement of your authorization:

1. To avoid potential impacts to the northern long-eared bat (*Myotis septentrionalis*), tree clearing (trees 3" DBH or greater) shall only occur between August 1 and May 31 of any construction year.

2. This authorization is contingent upon implementing and maintaining soil erosion and sediment controls in a serviceable condition throughout the duration of the project. You shall comply with the North Cook County Soil and Water Conservation District's (SWCD) written and verbal recommendations regarding the soil erosion and sediment control (SESC) plan and the installation and maintenance requirements of the SESC practices on-site.
 - a. You shall schedule a preconstruction meeting with SWCD to discuss the SESC plan and the installation and maintenance requirements of the SESC practices on the site. You shall contact the SWCD at least 10 calendar days prior to the preconstruction meeting so that a representative may attend.
 - b. You shall notify the SWCD of any changes or modifications to the approved plan set. Field conditions during project construction may require the implementation of additional SESC measures. If you fail to implement corrective measures, this office may require more frequent site inspections to ensure the installed SESC measures are acceptable.
 - c. Prior to commencement of any in-stream work, you shall submit construction plans and a detailed narrative to the SWCD that disclose the contractor's preferred method of cofferdam and dewatering method. Work in the waterway shall NOT commence until the SWCD notifies you, in writing, that the plans have been approved.
3. Please note that this site is within the aboriginal homelands of several American Indian Tribes. If any cultural, archaeological or historical resources are unearthed during activities authorized by this permit, work in that area must be stopped immediately and the Corps, State Historic Preservation Office and/or Tribal Historic Preservation Office must be contacted for further instruction. The Corps will initiate the coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing on the National Register of Historic Places.
4. You are responsible for all work authorized herein and for ensuring that all contractors are aware of the terms and conditions of this authorization.
5. A copy of this authorization must be present at the project site during all phases of construction.
6. You shall notify this office of any proposed modifications to the project, including revisions to any of the plans or documents cited in this authorization. You must receive approval from this office before work affected by the proposed modification is performed.
7. You shall notify this office prior to the transfer of this authorization and liabilities associated with compliance with its terms and conditions.
8. Work in the waterway should be timed to take place during low or no-flow conditions. Low flow conditions are flow at or below the normal water elevation.

9. The plan will be designed to allow for the conveyance of the 2-year peak flow past the work area without overtopping the cofferdam. The Corps has the discretion to reduce this requirement if documented by the applicant to be infeasible or unnecessary.
10. Water shall be isolated from the in-stream work area using a cofferdam constructed of non-erodible materials (steel sheets, aqua barriers, rip rap and geotextile liner, etc.). Earthen cofferdams are not permissible.
11. The cofferdam must be constructed from the upland area and no equipment may enter flowing water at any time. If the installation of the cofferdam cannot be completed from shore and access is needed to reach the area to be coffered, other measures, such as the construction of a causeway, will be necessary to ensure that equipment does not enter the water. Once the cofferdam is in place and the isolated area is dewatered, equipment may enter the coffered area to perform the required work.
12. If bypass pumping is necessary, the intake hose shall be placed on a stable surface or floated to prevent sediment from entering the hose. The bypass discharge shall be placed on a non-erodible, energy dissipating surface prior to rejoining the stream flow and shall not cause erosion. Filtering of bypass water is not necessary unless the bypass water has become sediment laden as a result of the current construction activities.
13. During dewatering of the coffered work area, all sediment-laden water must be filtered to remove sediment. Possible options for sediment removal include baffle systems, anionic polymers systems, dewatering bags, or other appropriate methods. Water shall have sediment removed prior to being re-introduced to the downstream waterway. A stabilized conveyance from the dewatering device to the waterway must be identified in the plan. Discharge water is considered clean if it does not result in a visually identifiable degradation of water clarity.
14. The portion of the side slope that is above the observed water elevation shall be stabilized as specified in the plans prior to accepting flows. The substrate and toe of slope that has been disturbed due to construction activities shall be restored to proposed or pre-construction conditions and fully stabilized prior to accepting flows.

This verification does not obviate the need to obtain all other required Federal, state, or local approvals before starting work. Please note that Section 401 Water Quality Certification has been issued by IEPA for this RP. If you have any questions regarding Section 401 certification, please contact Mr. Darin LeCrone at IEPA Division of Water Pollution Control, Permit Section #15, by telephone at (217) 782-0610.

- 4 -

Once you have completed the authorized activity, please sign and return the enclosed compliance certification. If you have any questions, please contact Mr. Soren Hall of my staff by telephone at (312) 846-5532, or email at Soren.G.Hall@usace.army.mil.

Sincerely,

CHERNICH Digitally signed
by
.KATHLEE CHERNICH.KATHL
EEN.G.123036561
N.G.12303 6
65616 Date: 2020.12.01
23:37:10 -06'00'
Kathleen G. Chernich
Chief, East Section
Regulatory Branch

Enclosures

Copy Furnished:

Illinois Department of Natural Resources/OWR (Rick Pohlman)
Metropolitan Water Reclamation District of Greater Chicago (Dan Feltes)
North Cook County SWCD (Rick McAndless)
Village of Park Ridge (Sarah Mitchell)



PERMIT COMPLIANCE

CERTIFICATION

Permit Number: LRC-2017-00318

Permittee: Eric Otto
Forest Preserve District of Cook County

Date: December 1, 2020

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of said permit and if applicable, compensatory wetland mitigation was completed in accordance with the approved mitigation plan.¹

PERMITTEE

DATE

Upon completion of the activity authorized by this permit and any mitigation required by the permit, this certification must be signed and returned to the following address:

U.S. Army Corps of Engineers
Chicago District, Regulatory Branch
231 South LaSalle Street, Suite 1500
Chicago, Illinois 60604-1437

Please note that your permitted activity is subject to compliance inspections by Corps of Engineers representatives. If you fail to comply with this permit, you may be subject to permit suspension, modification, or revocation.

¹ If compensatory mitigation was required as part of your authorization, you are certifying that the mitigation area has been graded and planted in accordance with the approved plan. You are acknowledging that the maintenance and monitoring period will begin after a site inspection by a Corps of Engineers representative or after thirty days of the Corps' receipt of this certification. You agree to comply with all permit terms and conditions, including additional reporting requirements, for the duration of the maintenance and monitoring period.

PREVAILING WAGE RATES

This contract [or agreement] calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus, amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (IDOL) publishes the prevailing wage rates on its website at <https://www2.illinois.gov/idol/laws-rules/conmed/pages/rates.aspx> IDOL revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the IDOL’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to IDOL’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

EMPLOYMENT OF PUBLIC WORKERS ON PUBLIC WORKS

In a period of excessive unemployment rates, State contractors (1) constructing or building any public works or (2) cleaning-up and disposing on-site of hazardous waste, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State, are required to employ at least 90% Illinois laborers on such project. For projects involving clean-up and on-site disposal of hazardous waste, emergency response or immediate removal activities are excluded. This requirement applies to all labor whether skilled, semi-skilled or unskilled, whether manual or non-manual.

A period of excessive unemployment rates is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures.

Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this requirement, to the extent permitted by any applicable federal law or regulation. 30 ILCS 570.

Contractors may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the agency within the first quarter of the Contract Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the contractor; and (d) be approved by the agency.

CERTIFIED PAYROLL

State law 820 ILCS 130/5 requires all contractors and sub-contractors working on state construction projects to submit certified payroll records to the Department of Natural Resources. The payroll records must include all workers employed by contractors on the project.

In accordance with 820 ILCS 130/5, the contractor and sub-contractor(s) shall make and keep, for a period of 5 years from the date of the last payment made on or after January 1, 2014 (the effective date of Public Act 98-328) on a contract or subcontract for public works, records of all laborers, mechanics, and other workers employed by them on the project.

TOUHY AVENUE DAM REMOVAL

No later than the 15th day of each calendar month, the contractor shall file a certified payroll for the immediately preceding month with the Department of Natural Resources.

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

Revise Article 107.40(b) of the Standard Specifications to read:

“(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

- (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
- (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days.”

Revise Article 107.40(c) of the Standard Specifications to read:

“(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

- (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

- (2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the

Contractor's yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

- (3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Payment for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be determined according to Article 109.13.”

Revise Article 108.04(b) of the Standard Specifications to read:

“(b) No working day will be charged under the following conditions.

- (1) When adverse weather prevents work on the controlling item.
- (2) When job conditions due to recent weather prevent work on the controlling item.
- (3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.
- (4) When delays caused by utility or railroad adjustments prevent work on the controlling item.
- (5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.
- (6) When any condition over which the Contractor has no control prevents work on the controlling item.”

Revise Article 109.09(f) of the Standard Specifications to read:

“(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead

other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

The above Basis of Payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited.”

Add the following to Section 109 of the Standard Specifications.

“109.13 Payment for Contract Delay. Compensation for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be allowed when such costs result from a delay meeting the criteria in the following table.

Contract Type	Cause of Delay	Length of Delay
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.
Completion Date	Article 108.08(b)(1) or Article 108.08(b)(7)	The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.

Payment for each of the various costs will be according to the following.

- (a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.
- (b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.
 - (1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

Original Contract Amount	Supervisory and Administrative Personnel
Up to \$5,000,000	One Project Superintendent
Over \$ 5,000,000 - up to \$25,000,000	One Project Manager, One Project Superintendent or Engineer, and One Clerk
Over \$25,000,000 - up to \$50,000,000	One Project Manager, One Project Superintendent, One Engineer, and

	One Clerk
Over \$50,000,000	One Project Manager, Two Project Superintendents, One Engineer, and One Clerk

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

When an extended traffic control adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.

Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision."

80384

COMPLETION DATE (VIA CALENDAR DAYS) (BDE)

Effective: April 1, 2008

The Contractor shall complete all work on or before the completion date of this contract which will be based upon calendar days.

The completion date will be determined by adding the specified number of calendar days to the date the Contractor begins work, or to the date ten days after execution of the contract, whichever is the earlier, unless a delayed start is granted by the Engineer.

80198

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term “equipment” refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment’s respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 ^{1/}	600-749	2002
	750 and up	2006
June 1, 2011 ^{2/}	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 ^{2/}	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/cleandiesel/verification/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit

device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

80261

DISADVANTAGED BUSINESS ENTERPRISE (DBE) SPECIAL PROVISION

Effective: October 15, 2017

FEDERAL OBLIGATION. The Illinois Department of Natural Resources (Department), as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

STATE OBLIGATION. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575.

CONTRACTOR ASSURANCE. The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor:

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 8 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

- (a) The bidder documents that enough DBE participation has been obtained to meet the goal; or
- (b) The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

DBE LOCATOR REFERENCES. Bidders shall consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Illinois Department of Transportation maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Illinois Department of Transportation's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting:

<http://idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>

BIDDING PROCEDURES. Compliance with this Special Provision is a material bidding requirement and failure of the bidder to comply will render the bid not responsive.

The bidder shall submit:

- (a) The bidder shall submit a DBE Utilization Plan to the Department of Transportation on completed Department of Transportation forms.

In the event the bid is declared not responsive due to a failure to submit a Utilization Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration.

- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of Utilization Plan approval or disapproval under the procedures of this Special Provision.

- (c) The Utilization Plan shall include a DBE Participation Commitment Statement on Department of Natural Resources form, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed forms, signed by the DBEs and scanned or faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:

- (1) The names and addresses of DBE firms that will participate in the contract;
- (2) A description, including pay item numbers, of the work each DBE will perform;
- (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
- (4) DBE Participation Commitment Statements signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
- (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the Utilization Plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
- (6) If the contract goal is not met, evidence of good faith efforts; the documentation of

good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document the good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department of Natural Resources will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work performance to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal. The Department shall follow the guidance on good faith effort provided in 49 CFR part 26, Appendix A. The Utilization Plan will not be approved by the Department if the Utilization Plan does not document sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases and will be considered by the Department.
 - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
 - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
 - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and

suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

- b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with subsection (c)(6) of the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
 - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination.
 - (c) The bidder may request administrative reconsideration of a determination adverse to the

bidder within the five working days after receipt of the notification date of the determination by delivering the request to the Director of the Department's Office of Mines and Minerals. Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. After the review by Director, the bidder will be sent a written decision within fifteen working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Director that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department will follow the specific counting guidelines provided in 49 CFR part 26.55.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.

(e) DBE as a material supplier:

- (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
- (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
- (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

CONTRACT COMPLIANCE. Compliance with this Special Provision is an essential part of the contract. The Department shall not credit the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved, and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the DBE Participation Commitment Statement.

- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department. All requests for amendment to the Utilization Plan shall be submitted to the Department 's Project Manager.
- (b) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor form must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) SUBCONTRACT. The Contractor must provide DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for

reductions in the condition of award, additional requirements apply to the two cases of Contractor- initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Department agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Department any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Department, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Department and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Department should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Department may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal. The good faith efforts shall be documented by the Contractor. If the Department requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary, at the request of the Contractor. The Department shall provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

- (f) PAYMENT RECORDS. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the

Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form to the Project Manager. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.

- (g) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

- (h) RECONSIDERATION. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Department and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

MOBILIZATION (BDE)

Effective: April 1, 2020

Replace Articles 671.02(a), (b), and (c) of the Standard Specifications with the following:

“(a) Upon execution of the contract, 90 percent of the pay item will be paid.

(b) When 90 percent of the adjusted contract value is earned, the remaining ten percent of the pay item will be paid along with any amount bid in excess of six percent of the original contract amount.”

80428

SILT FENCE, INLET FILTERS, GROUND STABILIZATION AND RIPRAP FILTER FABRIC (BDE)

Effective: November 1, 2019

Revised: April 1, 2020

Revise Article 280.02(m) and add Article 280.02(n) so the Standard Specifications read:

“(m) Above Grade Inlet Filter (Fitted)..... 1081.15(j)
 (n) Above Grade Inlet Filter (Non-Fitted)..... 1081.15(k)”

Revise the last sentence of the first paragraph in Article 280.04(c) of the Standard Specifications to read:

“The protection shall be constructed with hay or straw bales, silt filter fence, above grade inlet filters (fitted and non-fitted), or inlet filters.

Revise the first sentence of the second paragraph in Article 280.04(c) of the Standard Specifications to read:

“When above grade inlet filters (fitted and non-fitted) are specified, they shall be of sufficient size to completely span and enclose the inlet structure.”

Revise Article 1080.02 of the Standard Specifications to read:

“1080.02 Geotextile Fabric. The fabric for silt filter fence shall consist of woven fabric meeting the requirements of AASHTO M 288 for unsupported silt fence.

The fabric for ground stabilization shall consist of woven yarns or nonwoven filaments of polyolefins or polyesters. Woven fabrics shall be Class 2 and nonwoven fabrics shall be Class 1 according to AASHTO M 288.

The physical properties for silt fence and ground stabilization fabrics shall be according to the following.

PHYSICAL PROPERTIES			
	Silt Fence Woven ^{1/}	Ground Stabilization Woven ^{2/}	Ground Stabilization Nonwoven ^{2/}
Grab Strength, lb (N) ^{3/} ASTM D 4632	123 (550) MD 101 (450) XD	247 (1100) min. ^{4/}	202 (900) min. ^{4/}
Elongation/Grab Strain, % ASTM D 4632 ^{4/}	49 max.	49 max.	50 min.
Trapezoidal Tear Strength, lb (N) ASTM D 4533 ^{4/}	--	90 (400) min.	79 (350) min.

Puncture Strength, lb (N) ASTM D 6241 ^{4/}	--	494 (2200) min.	433 (1925) min.
Apparent Opening Size, Sieve No. (mm) ASTM D 4751 ^{5/}	30 (0.60) max.	40 (0.43) max.	40 (0.43) max.
Permittivity, sec ⁻¹ ASTM D 4491	0.05 min.		
Ultraviolet Stability, % retained strength after 500 hours of exposure ASTM D 4355	70 min.	50 min.	50 min.

- 1/ NTPEP results or manufacturer’s certification to meet test requirements.
- 2/ NTPEP results to meet test requirements. Manufacturer shall have public release status and current reports on laboratory results in Test Data of NTPEP’s DataMine.
- 3/ MD = Machine direction. XD = Cross-machine direction.
- 4/ Values represent the minimum average roll value (MARV) in the weaker principle direction, MD or XD.
- 5/ Values represent the maximum average roll value.”

Revise Article 1080.03 of the Standard Specifications to read:

“1080.03 Filter Fabric. The filter fabric shall consist of woven yarns or nonwoven filaments of polyolefins or polyesters. Woven fabrics shall be Class 3 for riprap gradations RR 4 and RR 5, and Class 2 for RR 6 and RR 7 according to AASHTO M 288. Woven slit film geotextiles (i.e. geotextiles made from yarns of a flat, tape-like character) shall not be permitted. Nonwoven fabrics shall be Class 2 for riprap gradations RR 4 and RR 5, and Class 1 for RR 6 and RR 7 according to AASHTO M 288. After forming, the fabric shall be processed so that the yarns or filaments retain their relative positions with respect to each other. The fabric shall be new and undamaged.

The filter fabric shall be manufactured in widths of not less than 6 ft (2 m). Sheets of fabric may be sewn together with thread of a material meeting the chemical requirements given for the yarns or filaments to form fabric widths as required. The sheets of filter fabric shall be sewn together at the point of manufacture or another approved location.

The filter fabric shall be according to the following.

PHYSICAL PROPERTIES ^{1/}				
	Gradation Nos. RR 4 & RR 5		Gradation Nos. RR 6 & RR 7	
	Woven	Nonwoven	Woven	Nonwoven
Grab Strength, lb (N) ASTM D 4632 ^{2/}	180 (800) min.	157 (700) min.	247 (1100) min.	202 (900) min.
Elongation/Grab Strain, % ASTM D 4632 ^{2/}	49 max.	50 min.	49 max.	50 min.
Trapezoidal Tear Strength, lb (N) ASTM D 4533 ^{2/}	67 (300) min.	56 (250) min.	90 (400) min.	79 (350) min.
Puncture Strength, lb (N) ASTM D 6241 ^{2/}	370 (1650) min.	309 (1375) min.	494 (2200) min.	433 (1925) min.
Ultraviolet Stability, % retained strength after 500 hours of exposure - ASTM D 4355	50 min.			

1/ NTPEP results to meet test requirements. Manufacturer shall have public release status and current reports on laboratory results in Test Data of NTPEP's DataMine.

2/ Values represent the minimum average roll value (MARV) in the weaker principle direction [machine direction (MD) or cross-machine direction (XD)].

As determined by the Engineer, the filter fabric shall meet the requirements noted in the following after an onsite investigation of the soil to be protected.

Soil by Weight (Mass) Passing the No. 200 sieve (75 µm), %	Apparent Opening Size, Sieve No. (mm) - ASTM D 4751 ^{1/}	Permittivity, sec ⁻¹ ASTM D 4491
49 max.	60 (0.25) max.	0.2 min.
50 min.	70 (0.22) max.	0.1 min.

1/ Values represent the maximum average roll value.”

Revise Article 1081.15(h)(3)a of the Standard Specifications to read:

“a. Inner Filter Fabric Bag. The inner filter fabric bag shall be constructed of woven yarns or nonwoven filaments made of polyolefins or polyesters with a minimum silt and debris capacity of 2.0 cu ft (0.06 cu m). Woven fabric shall be Class 3 and nonwoven fabric shall be Class 2 according to AASHTO M 288. The fabric bag shall be according to the following.

PHYSICAL PROPERTIES		
	Woven	Nonwoven
Grab Strength, lb (N) ASTM D 4632 ^{1/}	180 (800) min.	157 (700) min.
Elongation/Grab Strain, % ASTM D 4632 ^{1/}	49 max.	50 min.
Trapezoidal Tear Strength, lb (N) ASTM D 4533 ^{1/}	67 (300) min.	56 (250) min.
Puncture Strength, lb (N) ASTM D 6241 ^{1/}	370 (1650) min.	309 (1375) min.
Apparent Opening Size, Sieve No. (mm) ASTM D 4751 ^{2/}	60 (0.25) max.	
Permittivity, sec ⁻¹ ASTM D 4491	2.0 min.	
Ultraviolet Stability, % retained strength after 500 hours of exposure – ASTM D 4355	70 min.	

1/ Values represent the minimum average roll value (MARV) in the weaker principle direction [machine direction (MD) or cross-machine direction (XD)].

2/ Values represent the maximum average roll value.”

Revise Article 1081.15(i)(1) of the Standard Specifications to read:

“(i) Urethane Foam/Geotextile. Urethane foam/geotextile shall be triangular shaped having a minimum height of 10 in. (250 mm) in the center with equal sides and a minimum 20 in. (500 mm) base. The triangular shaped inner material shall be a low density urethane foam. The outer geotextile fabric cover shall consist of woven yarns or nonwoven filaments made of polyolefins or polyesters placed around the inner material and shall extend beyond both sides of the triangle a minimum of 18 in. (450 mm). Woven filter fabric shall be Class 3 and nonwoven filter fabric shall be Class 2 according to AASHTO M 288.

(1) The geotextile shall meet the following properties.

PHYSICAL PROPERTIES		
	Woven	Nonwoven
Grab Strength, lb (N) ASTM D 4632 ^{1/}	180 (800) min.	157 (700) min.
Elongation/Grab Strain, % ASTM D 4632 ^{1/}	49 max.	50 min.
Trapezoidal Tear Strength, lb (N) ASTM D 4533 ^{1/}	67 (300) min.	56 (250) min.
Puncture Strength, lb (N) ASTM D 6241 ^{1/}	370 (1650) min.	309 (1375) min.

Apparent Opening Size, Sieve No. (mm) ASTM D 4751 ^{2/}	30 (0.60) max.
Permittivity, sec ⁻¹ ASTM D 4491	2.0 min.
Ultraviolet Stability, % retained strength after 500 hours of exposure – ASTM D 4355	70 min.

1/ Values represent the minimum average roll value (MARV) in the weaker principle direction [machine direction (MD) or cross-machine direction (XD)].

2/ Values represent the maximum average roll value.”

Add the following to Article 1081.15(i) of the Standard Specifications.

“(3) Certification. The manufacturer shall furnish a certificate with each shipment of urethane foam/geotextile assemblies stating the amount of product furnished and that the material complies with these requirements.”

Revise the title and first sentence of Article 1081.15(j) of the Standards Specifications to read:

“(j) Above Grade Inlet Filters (Fitted). Above grade inlet filters (fitted) shall consist of a rigid polyethylene frame covered with a fitted geotextile filter fabric.”

Revise Article 1081.15(j)(2) of the Standard Specifications to read:

(2) Fitted Geotextile Filter Fabric. The fitted geotextile filter fabric shall consist of woven yarns or nonwoven filaments made of polyolefins or polyesters. Woven filter fabric shall be Class 3 and nonwoven filter fabric shall be Class 2 according to AASHTO M 288. The filter shall be fabricated to provide a direct fit to the frame. The top of the filter shall integrate a coarse screen with a minimum apparent opening size of 1/2 in. (13 mm) to allow large volumes of water to pass through in the event of heavy flows. The filter shall have integrated anti-buoyancy pockets capable of holding a minimum of 3.0 cu ft (0.08 cu m) of stabilization material. Each filter shall have a label with the following information sewn to or otherwise permanently adhered to the outside: manufacturer’s name, product name, and lot, model, or serial number. The fitted geotextile filter fabric shall be according to the table in Article 1081.15(h)(3)a above.”

Add Article 1081.15(k) to the Standard Specifications to read:

“(k) Above Grade Inlet Filters (Non-Fitted). Above grade inlet filters (non-fitted) shall consist of a geotextile fabric surrounding a metal frame. The frame shall consist of either a) a circular cage formed of welded wire mesh, or b) a collapsible aluminum frame, as described below.

(1) Frame Construction.

- a) Welded Wire Mesh Frame. The frame shall consist of 6 in. x 6 in. (150 mm x 150 mm) welded wire mesh formed of #10 gauge (3.42 mm) steel conforming to ASTM A 185. The mesh shall be 30 in. (750 mm) tall and formed into a 42 in. (1.05 m) minimum diameter cylinder.
 - b) Collapsible Aluminum Frame. The collapsible aluminum frame shall consist of grade 6036 aluminum. The frame shall have anchor lugs that attach it to the inlet grate, which shall resist movement from water and debris. The collapsible joints of the frame shall have a locking device to secure the vertical members in place, which shall prevent the frame from collapsing while under load from water and debris.
- (2) Geotextile Fabric. The geotextile fabric shall consist of woven yarns or nonwoven filaments made of polyolefins or polyesters. The woven filter fabric shall be a Class 3 and the nonwoven filter fabric shall be a Class 2 according to AASHTO M 288. The geotextile fabric shall be according to the table in Article 1081.15(h)(3)a above.
- (3) Geotechnical Fabric Attachment to the Frame.
- a) Welded Wire Mesh Frame. The woven or nonwoven geotextile fabric shall be wrapped 3 in. (75 mm) over the top member of a 6 in. x 6 in. (150 mm x 150 mm) welded wire mesh frame and secured with fastening rings constructed of wire conforming to ASTM A 641, A 809, A 370, and A 938 at 6 in. (150 mm) on center. The fastening rings shall penetrate both layers of geotextile and securely close around the steel mesh. The geotextile shall be secured to the sides of the welded wire mesh with fastening rings at a spacing of 1 per sq ft (11 per sq m) and securely close around a steel member.
 - b) Collapsible Aluminum Frame. The woven or nonwoven fabric shall be secured to the aluminum frame along the top and bottom of the frame perimeter with strips of aluminum secured to the perimeter member, such that the anchoring system provides a uniformly distributed stress throughout the geotechnical fabric.
- (4) Certification. The manufacturer shall furnish a certificate with each shipment of above grade inlet filter assemblies stating the amount of product furnished and that the material complies with these requirements.”

80419

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

“109.14 Subcontractor and Disadvantaged Business Enterprise Payment Reporting.
The Contractor shall report all payments made to the following parties:

- (a) first tier subcontractors;
- (b) lower tier subcontractors affecting disadvantaged business enterprise (DBE) goal credit;
- (c) material suppliers or trucking firms that are part of the Contractor’s submitted DBE utilization plan.

The report shall be made through the Department’s on-line subcontractor payment reporting system within 21 days of making the payment.”

80397

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

Revised: April 1, 2019

Replace the second paragraph of Article 109.12 of the Standard Specifications with the following:

“This mobilization payment shall be made at least seven days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor’s work.

Value of Subcontract Reported on Form BC 260A	Mobilization Percentage
Less than \$10,000	25%
\$10,000 to less than \$20,000	20%
\$20,000 to less than \$40,000	18%
\$40,000 to less than \$60,000	16%
\$60,000 to less than \$80,000	14%
\$80,000 to less than \$100,000	12%
\$100,000 to less than \$250,000	10%
\$250,000 to less than \$500,000	9%
\$500,000 to \$750,000	8%
Over \$750,000	7%”

80391

SUBMISSION OF PAYROLL RECORDS (BDE)

Effective: April 1, 2021

Revise Item 3 of Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

- “3. Submission of Payroll Records. The Contractor and each subcontractor shall, no later than the 15th day of each calendar month, file a certified payroll for the immediately preceding month to the Illinois Department of Labor (IDOL) through the Illinois Prevailing Wage Portal in compliance with the State Prevailing Wage Act (820 ILCS 130). The portal can be found on the IDOL website at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. Payrolls shall be submitted in the format prescribed by the IDOL.”

80437

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

| Revised: April 2, 2015

| The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

| The report shall be submitted to the Engineer on Department form "SBE 723" within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

80302

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports 1106.02”

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

“For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer’s specifications.”

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

“**701.15 Traffic Control Devices.** For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer’s self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device.”

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

“**1106.02 Devices.** Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact

attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019.”

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

“(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.

(k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.

(l) Movable Traffic Barrier. The movable traffic barrier shall be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis.”

80427