



HURST-ROSCHE, INC.

## **CONTRACT DOCUMENTS**

**and**

## **SPECIFICATIONS**

### **SANITARY SEWER REPAIR NINE LOCATIONS**

### **CAHOKIA HEIGHTS**

**Project Funded by:**

**Illinois Environmental  
Protection Agency Grant**

**Prepared by**

**Hurst-Rosche, Inc.  
5 Bank Square  
East St. Louis, Illinois  
H-R 860-0683**

**December 2023**

## TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
Advertisement for Bids	AFB-1
Instructions to Bidders	00100-1 -5
Bid	B-1-3
Bid Bond	BB-1-2
Application for Payment	00685-1
Application for Payment Continuation Sheet	00690-1
Agreement	A-1-3
Payment Bond	PayB-1 -2
Performance Bond	PerB-1 -2
Notice of Award	NOA-1
Notice to Proceed	NTP-1
Change Order	CO-1
Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (E.O. 11246)	1
Construction Contractors Affirmative Action Requirements Goals for Minority Participation	1-11
Certification of Nonsegregated Facilities	1
Notice to Labor Unions or Other Organizations of Workers Nondiscrimination in Employment	1
Certification Regarding Debarment, suspension & Other Responsibility Matters	1-2
Bidder Certification In compliance with Article 33E-11 to the "Criminal Code of 2012"	1
Summary Report of Disadvantaged Business Enterprise Requirements for Contractors	1
IEPA Disadvantaged Business Enterprise (DBE) Program Form #1 Contractor Certification Form	1
IEPA Disadvantaged Business Enterprise (DBE) Program Form #3 Subcontractor Utilization Form	1
IEPA Disadvantaged Business Enterprise (DBE) Program Form #4 Bidders List	1
Bidder Certification Regarding the Use of Iron, Steel, Manufactured Products, & Construction Materials produced in the USA (Build America, Buy America Act)	1-4
Illinois Works Jobs Program Act - Apprenticeship Initiative Information for Contractors	1-7
General Conditions	GC-1 -9
<b>General Wage Decision</b>	<b>1-21</b>
Standards Specifications (reference) and Index of Plans	SS-1 -2

## Detailed Specifications

<u>DIVISION</u>	<u>SECTION</u>	<u>TITLE</u>	<u>PAGES</u>
1	<u>GENERAL REQUIREMENTS</u>		
	01010	Project Summary	01010-1 -3
	01031	Additional Project Information	01031-1 -6
	01051	Grades, Lines & Levels	01051-1
	01570	Traffic Regulation	01570-1 -2
2	<u>SITE WORK</u>		
	02102	Clearing & Site Preparation	02102-1 -2
	02222	Excavation, Backfilling & Compacting for Utilities	02222-1 -4
	02400	Dewatering & Sewer Bypass	02400-1
	02480	Seeding	02480-1 -2
	02500	Paving & Surfacing	02500-1 -2
	02605	Precast Concrete Units, Manholes, Inlets & Wetwells	02605-1 -3
	02610	Pipe & Pipe Fittings Sewer	02610-1 -4
	02731	Sewer Cleaning, Main Sewers	02731-1 -2
	02732	Television Inspection, Main Sewers	02732-1 -2
	02734	Flow Control	02734-1
	02735	Cured-in-Place Pipe, Main Sewers (CIPP)	02735-1 -5

## INDEX OF STANDARDS

000001-08	Standard Symbols, Abbreviations and Patterns
280001-07	Temporary Erosion Control Systems
664001-02	Chain Link Fence
701301-04	Lane Closure, 2L, 2W, Short Time Operations
701501-06	Urban Lane Closure, 2L, 2W Undivided
701901-08	Traffic Control Devices

## ADVERTISEMENT FOR BIDS

Separate sealed BIDS for **Sanitary Sewer Repair, Nine Locations, Cahokia Heights**, will be received at the office of **Hurst-Rosche, Inc., 5 Bank Square, East St. Louis, IL 62203** until **10:00 A.M. on** , 2023, and then publicly opened and read aloud.

The project consists of furnishing all labor, materials, and equipment for the replacement of approximately 903 lineal feet of 8-inch diameter sewer, approximately 20 lineal feet of 30-inch diameter sewer, and four 4-foot diameter manholes, including clearing, dewatering, care of flow, reinstatement of service connections, cleaning and televising, and approximately 2,864 lineal feet of Cured-In-Place (CIPP) liner, together with restoration of all disturbed surfaces and all other incidental work required to complete the project. This is a Lump Sum Contract.

Project signs shall be furnished and installed at each sewer repair location. The project signs shall be 24" vertical by 36" horizontal mounted on two metal T-posts. The signs shall be in color and read as attached at the end of Specification Section 01010. The sign locations shall be coordinated with the Architect/Engineer.

All work shall be constructed under the provisions of the **Standard Specifications for Road and Bridges Construction** prepared by the Department of Transportation of the State of Illinois, adopted January 1, 2022 and the **Standard Specifications for Water and Sewer Main Construction in Illinois**, July 2009, Sixth Edition. The only exception to these standards, are all references to measurement and payment.

Plans and proposal forms may be obtained from Hurst-Rosche, Inc., 5 Bank Square, East St. Louis, IL 62203 (618/398-0890). The plan deposit is \$50.00 each (\$60.00 if mailed) and is non-refundable. Drawings and specifications will be available for viewing on the internet at: [www.hurst-rosche.com](http://www.hurst-rosche.com). The documents are being provided for reference purposes only. At a minimum, bidders must obtain clean copies of bid forms by paying a non-refundable amount of \$10.00 to submit a bid for this project. All proposals must be accompanied by a bid bond or cashier's check for not less than five percent of the amount of the bid.

The CONTRACT DOCUMENTS may be examined at the following locations:

- a) Hurst-Rosche, Inc., 5 Bank Square, East St. Louis, IL 62203.
- b) Southern Illinois Builders Assn., 1468 Green Mount Rd., O'Fallon, IL 62269.

The federal prevailing rate of wages (Davis Bacon Act) shall be paid throughout the scope of the project. The Minority Business Enterprise (MBE) goal for this project is fifteen percent (15%) of the awarded amount. Bidders will be required to comply with the President's Executive Order No. 11246 as amended. The requirements for bidders and contractors under this order are explained in the specifications.

The OWNER reserves the right to waive technicalities or to reject any or all proposals.

Curtis McCall, Mayor

INSTRUCTIONS TO BIDDERS

SANITARY SEWER REPAIR  
NINE LOCATIONS  
CAHOKIA HEIGHTS

HURST-ROSCHE, INC.  
NO. 5 BANK SQUARE  
EAST ST. LOUIS, ILLINOIS 62203

To be considered, all Bids must be in accordance with these Instructions to Bidders. Bidders must be listed on the official plan holders list to submit a responsive bid. Documents for Bidding can be reviewed at [www.hurst-rosche.com](http://www.hurst-rosche.com). Partial sets of bid documents will not be distributed. Plans and specifications can be obtained from the office of Hurst-Rosche, Inc. for a non-refundable deposit of \$50.00 (\$60.00 if mailed). At a minimum, bidders must obtain clean copies of bid forms by paying \$10.00 to submit a bid for this project.

Bidders shall carefully examine documents and construction site to obtain first-hand knowledge of existing conditions. Contractors will not be given extra payments for conditions which can be determined by examining site and these documents.

The schedule for bidding this project is as follows:

1. **Plans Available:** \_\_\_\_\_
2. **Pre-Bid Meeting:** \_\_\_\_\_
3. **Latest Time to Submit Request for Interpretation:** \_\_\_\_\_
4. **Latest Time to Issue an Addendum:** \_\_\_\_\_
5. **Bid Opening**  
\_\_\_\_\_ **10:00 A.M.**  
\_\_\_\_\_ **Hurst-Rosche, Inc.**  
\_\_\_\_\_ **5 Bank Square**  
\_\_\_\_\_ **East St. Louis, IL 62203**

All requests for interpretations shall be in writing via mail or e-mail to [tsudholt@hurst-rosche.com](mailto:tsudholt@hurst-rosche.com) and must be received seven (7) days prior to date fixed for opening of bids in order to be given consideration. All questions must be submitted on the "Request for Interpretation Pre-Bid Question and Comment Form" included at the end of this section, and questions not submitted in accordance with this form and specified time frame will not be accepted. Any and all interpretations and supplemental instructions will be made by addendum to the Drawings and Specifications and forwarded to all bidders either by certified mail or fax transmittal. All responses by the Owner or Architect/Engineer must be in writing to be binding. All bidders are required to return the signature page of the addendum signed to the Architect/Engineer within 24 hours after receipt. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from an obligation under the bid as submitted. All addenda so issued shall become part of the Contract Documents. No addendum will be issued later than three (3) days prior to bid date except one withdrawing the request for Bids or one postponing

date for receiving Bids. Oral interpretations, changes or corrections will not be binding and Bidders shall not rely upon such interpretations, changes and corrections. Each Bidder shall ascertain prior to submitting Bid that all addenda issued have been received and shall acknowledge receipt in Bid.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS, prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights of way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Materials, products and equipment described in Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect/Engineer at least ten days prior to the date for receipt of Bids. Each such request shall include name of material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other work that incorporation of the substitute would require shall be included. The burden of proof of the merit of proposed substitute is upon the proposer. Architect/Engineer's decision of approval or disapproval of a proposed substitution shall be final. If the Architect/Engineer approves any proposed substitution prior to receipt of Bids, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner. No substitutions will be considered after the contract award unless specifically provided in the Contract Documents.

Each Bidder shall designate on the Bid Form one person who shall serve as the Bidder contact person for all matters pertaining to the bid. In absence of such designation, the person who signs the bid shall be deemed the Bidder Contact.

Bids shall be made on unaltered Bid Forms furnished by the Architect/Engineer. Fill in all blank spaces and submit one original (1) copy. Bids shall be signed with name typed below signature. Where bidder is a corporation, bids must be signed with legal name of corporation followed by name of state of incorporation and legal signature of an officer authorized to bind the corporation to a contract.

Each bid shall be accompanied by bid security made payable to the Owner, in the amount of five percent (5%) of the bid sum. Security shall be either, certified check, cashier's check, bank money order or bid bond issued by surety licensed to conduct business in the State of Illinois. Successful bidder's security will be retained until he has signed the contract and furnished required payment and performance bonds. Owner reserves the right to retain security of the next two (2) lowest bidders until the lowest bidder enters into contract or until thirty (30) days after bid opening, whichever is shorter. All other bid security will be returned as soon as practicable. If any bidder refuses to enter into a contract, Owner will retain bid security as liquidated damages, but not as a penalty.

All copies of the bid, bid security and any other documents required to be submitted with bid shall be enclosed in a sealed opaque envelope. Envelope shall be addressed to Cahokia Heights, C/O Hurst-Rosche, Inc. 5 Bank Square, East St. Louis, Illinois 62203, and shall be identified with project name, bidder's name and address. Mailed bid envelopes shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. Oral, telephonic or telegraphic Bids are invalid and will not receive consideration. Bids shall be deposited at the location designated in the Advertisement for Bids prior to time and date designated for opening, or any extension thereof made by addendum. Bidder shall assume full responsibility for timely delivery at location designated for receipt of Bids. Bids received after time and date for receipt of bids will be returned unopened.

A bid may not be modified, withdrawn or canceled during the thirty (30) days immediately following bid opening, and each bidder so agrees in submitting his Bid. Any bidder may withdraw, cancel or modify its bid, at any time prior to scheduled time for opening of bids, by letter or telegram actually received by Owner prior to bid time, or, with proper identification, by personally securing bid submitted; if by telegram, written confirmation over signature of bidder shall be mailed and postmarked on or before date and time of bid opening. Withdrawn bids may be resubmitted up to bid opening time provided that they are in full compliance with these Instructions to Bidders.

All costs associated with the preparation and submission of a bid is the sole responsibility of the bidder. These costs shall not be chargeable to the Owner by any successful or unsuccessful bidder. All bids become the property of the Owner and shall not be returned except in the case of a late submission.

Protest: Any bidder who submitted a bid and believes the bid was improperly rejected or that the bid selected by the Owner is not in the best interest of the Owner may submit a written notice of intent to protest the bid to the Owner within seven (7) days. The Owner shall consider all protests before execution of a contract. Each protest must specify the reasons supporting the protest. The Owner may require that addition information be provided. Failure to supply such required information shall be cause for dismissal of the protest.

The Owner shall immediately investigate the allegations against the Owners actions and shall issue a written response to the protest.

This provision allowing for the submission of protest shall not confer any right on any bidder but is intended solely to assist the Owner in determining the best responsible bid.

Owner reserves right to disqualify bids and bidders, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon part of bidder, lack of responsibility as evidenced by poor workmanship and progress of past work, incomplete work which in judgment of Owner might hinder or prevent prompt completion of additional work if awarded, for being in arrears on existing contracts, in litigation with the Owner, or having defaulted on a previous contract.

Bidder's attention is directed to the fact that all Federal and Illinois State Laws, municipal ordinances and regulations of any and all authority having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. Successful Bidders shall be required to observe Illinois Public Act 77-1552 and the Illinois Department of Human Rights and Illinois Human Rights Commission Rules pertaining to Equal Employment Opportunity, as provided for

in Paragraphs 2-101, et seq., Article II, Chapter 68, of the Illinois Revised Statutes; Paragraph 271 of Chapter 48 of the Illinois Revised Statutes concerning the employment of citizens of the State of Illinois; and the Davis-Bacon Act known as the Prevailing Wage Act, as issued by the U.S. Department of Labor.

Owner is exempt from payment of Illinois Department of Revenue's Use and Sales Tax on material entering permanently into structure.

Owner reserves the right to reject any or all bids or any part thereof, to waive any informality in bidding and to accept bids deemed most favorable to the Owner.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

Notwithstanding any delay in preparation and execution of the formal Contract Agreement, each bidder shall be prepared, upon written notice of bid acceptance, to commence work within seven (7) days following receipt of official written Notice to Proceed, or on date stipulated in such notice. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER for the Lump Sum Contract Amount.

Accepted bidder shall assist and cooperate with the Owner in preparing the formal Contract Agreement and, within fifteen (15) days following its presentation, shall execute same and return it to Owner.

Contract Time: Time of Substantial Completion for the project shall not be later than 120 consecutive calendar days from date stipulated in written Notice to Proceed.

The consulting engineer is Hurst-Rosche, Inc., 5 Bank Square, East St. Louis, Illinois, (618/398-0890).



## REQUEST FOR INTERPRETATION PRE-BID QUESTION AND COMMENT FORM

(All information entered shall be typed in black).

PROJECT NAME: Sanitary Sewer Repair, Nine Locations, Cahokia Heights

BIDDER: \_\_\_\_\_ SUBMITTED BY (Name): \_\_\_\_\_ Date: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ PHONE: \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_

Question No.	Page (or Drawing Sheet) Number	Drawing No. or Spec. Section Article & Paragraph Number	Question by Bidder

**NOTE: ANY AND ALL QUESTIONS PERTAINING TO THIS BID MUST BE TYPED AND SUBMITTED ON THIS FORM AND EMAILED TO RECEIVE A RESPONSE.**

**END OF SECTION 00100.**

**B I D**

Proposal of \_\_\_\_\_

(hereinafter called "BIDDER"), organized and existing under the laws of the State of \_\_\_\_\_

\_\_\_\_\_, doing business as \* \_\_\_\_\_

\*Insert "a corporation," "a partnership," or "an individual," as applicable.

To **CAHOKIA HEIGHTS** (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the improvements of **SANITARY SEWER REPAIR, NINE LOCATIONS, CAHOKIA HEIGHTS**. The project consists of furnishing all labor, materials, and equipment for the replacement of approximately 903 lineal feet of 8-inch diameter sewer, approximately 20 lineal feet of 30-inch diameter sewer, and four 4-foot diameter manholes, including clearing, dewatering, care of flow, reinstatement of service connections, cleaning and televising, and approximately 2,864 lineal feet of Cured-In-Place (CIPP) liner, together with restoration of all disturbed surfaces and all other incidental work required to complete the project. in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

Project signs shall be furnished and installed at each sewer repair location. The project signs shall be 24" vertical by 36" horizontal mounted on two metal T-posts. The signs shall be in color and read as attached at the end of Specification Section 01010. The sign locations shall be coordinated with the Architect/Engineer.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 120 consecutive calendar days thereafter.

(I) By submission of the bid, each bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that in connection with the bid:

- (i) The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (ii) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
- (iii) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

(II) Each person signing the bid shall certify that:

**SANITARY SEWER REPAIR  
NINE LOCATIONS  
CAHOKIA HEIGHTS**

Dated \_\_\_\_\_

This proposal consists of 3 pages.

- (i) He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid and that he has not participated, and will not participate, in any action contrary to (I) (i) through (I) (iii) above; or
- (ii) He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid, but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I) (i) through (I) (iii) above, and as their agent, shall so certify; and shall also certify that he has not participated, and will not participate, in any action contrary to (I) (i) through (I) (iii) above.
- (iii) The Contractor by submitting its bid certifies that it will provide a drug free workplace and that it is in compliance with the requirements of the Drug Free Workplace Act 30ILCS 580.1 et.seq., and the Substance Abuse Prevention on Public Works Projects Act PA095—635.

BIDDER acknowledges receipt of the following ADDENDA:

No. \_\_\_\_\_, dated \_\_\_\_\_ No. \_\_\_\_\_, dated \_\_\_\_\_  
 No. \_\_\_\_\_, dated \_\_\_\_\_ No. \_\_\_\_\_, dated \_\_\_\_\_

BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for the following lump sum price:

<u>Location</u>	<u>Bid Amount</u>
1. 1301 St. Zita Lane	\$ _____
2. 1001 Camp Jackson Road	\$ _____
3. 858 Mildred Avenue	\$ _____
4. 905 LaSalle Drive	\$ _____
5. 148 Blue Water Lane	\$ _____
6. 126 Kenneth Avenue	\$ _____
7. 1613 Parklane Drive	\$ _____
8. 1150 Halloran Street	\$ _____
9. 4005 White Street	\$ _____
<b>TOTAL LUMP SUM BID (in figures)</b>	<b>\$ _____</b>
<b>TOTAL LUMP SUM BID IN WRITING</b>	<b>_____</b>

**SANITARY SEWER REPAIR  
 NINE LOCATIONS  
 CAHOKIA HEIGHTS**

Dated \_\_\_\_\_

This proposal consists of  3  pages.

Name of Bidder (FIRM) \_\_\_\_\_

Signed by \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

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

Treasury Number \_\_\_\_\_

Contact Person \_\_\_\_\_

(SEAL)

If Bid is by a corporation.

Social Security Number (if private owner) \_\_\_\_\_

Attest: \_\_\_\_\_

**SANITARY SEWER REPAIR  
NINE LOCATIONS  
CAHOKIA HEIGHTS**

Dated \_\_\_\_\_

This proposal consists of   3   pages.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety, are hereby  
held and firmly bound unto \_\_\_\_\_ as Owner  
in the penal sum of \_\_\_\_\_  
for the payment of which, well and truly to be made, we hereby jointly and severally bind  
ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

The Condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_  
\_\_\_\_\_ a certain BID.

Attached hereto and hereby made a part hereof to enter into a contract in writing, for the  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of contract attached hereto (properly complete in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID. Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

IMPORTANT-Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



# APPLICATION FOR PAYMENT

Page \_\_\_\_\_ of \_\_\_\_\_

**Owner:** \_\_\_\_\_ **Project:** Sanitary Sewer Repair **Application No.:** \_\_\_\_\_  
 Cahokia Heights **Period to:** \_\_\_\_\_  
 103 Main Street **Contract Date:** \_\_\_\_\_  
 Cahokia, IL 62206 **Project No.:** \_\_\_\_\_  
 \_\_\_\_\_ **Contract Date:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_ **Architect/Engineer:** Hurst-Rosche, Inc.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Original Contract Sum** \_\_\_\_\_  
**Net Change By Change Orders** \_\_\_\_\_  
**Contractor Sum to Date** \_\_\_\_\_  
**Total Completed & Stored to Date** \_\_\_\_\_  
**Retainage:** \_\_\_\_\_% of completed work  
 \_\_\_\_\_% of Stored Materials

**Total Retainage** \_\_\_\_\_  
**Total Earned Less Retainage** \_\_\_\_\_  
**Less Previous Applications for Payment** \_\_\_\_\_  
**CURRENT PAYMENT DUE** \_\_\_\_\_  
**Balance to Finish (including Retainage)** \_\_\_\_\_

The undersigned certifies that to the best of their knowledge, information and belief the work covered by the application has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work which previous payments were issued and payments received from the Owner, and that current payment shown is now due.

**Contractor:** \_\_\_\_\_ **Signature** \_\_\_\_\_ **Date** \_\_\_\_\_  
 State of Illinois  
 County of \_\_\_\_\_  
 Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_

Summary of Change Orders	Additions	Deletions
Total previous approved change orders	_____	_____
Total current approved change orders	_____	_____
<b>NET TOTAL OF CHANGE ORDERS</b>	_____	_____

**My Commission Expires:** \_\_\_\_\_  
 Notary Public  
 In accordance with the contract documents, based on on-site observations and the on this application, the Architect certifies that to the best of his knowledge, information and belief the work completed is proportionate to the dollar amount requested, quality of work is in accordance with contract requirements and the Contractor is entitled to payment in the amount of \_\_\_\_\_

**Curtis McCall, Mayor of Cahokia Heights** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Architect/Engineer's Representative** \_\_\_\_\_ **Date** \_\_\_\_\_  
 Hurst-Rosche, Inc. **Signature** \_\_\_\_\_



# APPLICATION FOR PAYMENT CONTINUATION SHEET

Page \_\_\_\_\_ of \_\_\_\_\_

Application No. \_\_\_\_\_  
 Period to: \_\_\_\_\_  
 Project No.: 860-0683  
 Contract Date: \_\_\_\_\_  
 Invoice No. \_\_\_\_\_  
 Contractor for: \_\_\_\_\_

Amounts lists below are states to the nearest dollar.

Item No.	Description of Work	Scheduled Value	Worked Completed		Materials Presently Stored	Total Completed and Stored to Date	%	Balance to Finish	Retainage
			From Previous Application	This Period					



## AGREEMENT

H-R 860-0683

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

Cahokia Heights, hereinafter called "Owner" and \_\_\_\_\_  
Name of Owner),

\_\_\_\_\_ doing business as an, individual, partnership or corporation,  
hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of

Sanitary Sewer Repair, Nine Locations, Cahokia Heights

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 120 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$\_\_\_\_\_ or as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) Advertisement for BIDS
- (B) Information for BIDDERS
- (C) BID
- (D) BID BOND
- (E) Agreement

A-1

(F) General Conditions

(G) SUPPLEMENTAL GENERAL CONDITIONS

(H) Payment BOND

(I) Performance BOND

(J) NOTICE OF AWARD

(K) NOTICE TO PROCEED

(L) CHANGE ORDER

(M) DRAWINGS prepared by Hurst-Rosche, Inc.

numbered 1 through 13, and dated December, 2023

(N) SPECIFICATIONS prepared or issued by Hurst-Rosche, Inc.

dated December, 2023

(O) ADDENDA:

No. \_\_\_\_\_, dated \_\_\_\_\_, 20

No. \_\_\_\_\_, dated \_\_\_\_\_, 20

No. \_\_\_\_\_, dated \_\_\_\_\_, 20

No. \_\_\_\_\_, dated \_\_\_\_\_, 20

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (3) each of which shall be deemed an original

(Number of Copies)

on the date first above written.

OWNER:

Cahokia Heights

BY \_\_\_\_\_

Name Curtis McCall  
(Please Type)

Title Mayor

SEAL)

ATTEST: \_\_\_\_\_

Name Richard Duncan  
(Type)

Title City Clerk

CONTRACTOR:

\_\_\_\_\_

BY \_\_\_\_\_

Name \_\_\_\_\_  
(Please Type)

Address \_\_\_\_\_

\_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_  
(Please Type)

Title \_\_\_\_\_

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars, \$(\_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

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

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension, or modification, thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools; consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such work whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each  
(number)  
one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
Witness as to Surety  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Principal

By \_\_\_\_\_  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety  
By \_\_\_\_\_  
Attorney -in-Fact

\_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_

(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership or Individual)

\_\_\_\_\_

(Name of Surety)

\_\_\_\_\_

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_

(Name of Owner)

\_\_\_\_\_

(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars, \$(\_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

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

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each  
(number)  
one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal Secretary) Principal

(SEAL)

By \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

ATTEST:

By \_\_\_\_\_  
Attorney -in-Fact

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

**NOTICE OF AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

H-R 860-0683

**PROJECT** Description: Sanitary Sewer Repair, Nine Locations  
Cahokia Heights

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated \_\_\_\_\_, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ \_\_\_\_\_

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND. Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Cahokia Heights

BY: \_\_\_\_\_

Title Curtis McCall, Mayor

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_ Title \_\_\_\_\_



**NOTICE TO PROCEED**

To: \_\_\_\_\_

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

\_\_\_\_\_

Project: Sanitary Sewer Repair

\_\_\_\_\_

Nine Locations

\_\_\_\_\_

Cahokia Heights

H-R 860-0683

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 20\_\_\_\_\_, on or before \_\_\_\_\_, 20\_\_\_\_\_, and you are to complete the WORK within 120 consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_, 20\_\_\_\_\_

Cahokia Heights

Owner

By \_\_\_\_\_

Curtis McCall, Mayor

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

\_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**CHANGE ORDER**

Date of Issuance: \_\_\_\_\_

Change Order No. \_\_\_\_\_

Project: Sanitary Sewer Repair, Nine Locations

Cahokia Heights H-R 860-0683

Owner: Cahokia Heights

Contractor: \_\_\_\_\_

Engineer: Hurst-Rosche, Inc.

Purpose of Change Order: \_\_\_\_\_

Description: \_\_\_\_\_

**Original Contract Price:**        \$ \_\_\_\_\_

**Original Contract Time:** \_\_\_\_\_

Adjusted Increase:                \$ \_\_\_\_\_

Adjusted Increase: \_\_\_\_\_

Adjusted Decrease:                \$ \_\_\_\_\_

Adjusted Decrease: \_\_\_\_\_

Total Adjusted Contract:        \$ \_\_\_\_\_

Adjusted Contract Time: \_\_\_\_\_

**Requested by:** \_\_\_\_\_ Date: \_\_\_\_\_  
(Contractor/Engineer/Community)

**Approved by:** \_\_\_\_\_ Date: \_\_\_\_\_  
(Cahokia Heights) Curtis McCall, Mayor

\_\_\_\_\_ Date: \_\_\_\_\_  
(Contractor)

\_\_\_\_\_ Date: \_\_\_\_\_  
(Hurst-Rosche, Inc.)

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

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

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	Insert goals for* each year <u>14.7%</u>	Insert goals for* each year <u>6.9%</u>

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is \*\*.

\*goals and timetables published from time to time by the Director, Office of Federal Contract Compliance Programs (OFCCP)

\*\*Insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any.

**CONSTRUCTION CONTRACTORS AFFIRMATIVE ACTION REQUIREMENTS  
GOALS FOR MINORITY PARTICIPATION**  
(As published in the Friday, October 3, 1980 Federal Register)

FEMALE PARTICIPATION= 6.9% STATEWIDE

<u>County</u>	<u>Percent</u>	<u>County</u>	<u>Percent</u>	<u>County</u>	<u>Percent</u>
Adams	3.1	Jasper	11.4	Randolph	11.4
Alexander	11.4	Jefferson	11.4	Richland	11.4
Bond	11.4	Jersey	11.4	Rock Island	4.6
Boone	6.3	Jo Davis	0.5	Saline	3.5
Brown	3.1	Johnson	11.4	Sangamon	4.5
Bureau	18.4	Kane	19.6	Schuyler	3.3
Calhoun	11.4	Kankakee	9.1	Scott	4
Carroll	3.4	Kendall	18.4	Shelby	4
Cass	4	Knox	3.3	Stark	3.3
Champaign	7.8	Lake	19.6	St. Clair	14.7
Christian	4	La Salle	18.4	Stephenson	4.6
Clark	2.5	Lawrence	3.5	Tazwell	4.4
Clay	11.4	Lee	4.6	Union	11.4
Clinton	14.7	Livingston	18.4	Vermilion	4.8
Coles	4.8	Logan	4	Wabash	3.5
Cook	19.6	Macon	7.6	Warren	3.3
Crawford	2.5	Macoupin	11.4	Washington	11.4
Cumberland	4.8	Madison	14.7	Wayne	11.4
De Kalb	18.4	Marion	11.4	White	3.5
De Witt	4	Marshall	3.3	Whiteside	3.4
Douglas	4.8	Mason	3.3	Will	20.9
Du Page	19.6	Massac	5.2	Williamson	11.4
Edgar	4.8	McDonough	3.3	Winnebago	6.3
Edwards	3.5	McHenry	19.6	Woodford	4.4
Effingham	11.4	McLean	2.5		
Fayette	11.4	Menard	4.5		
Ford	4.8	Mercer	3.4		
Franklin	11.4	Monroe	14.7		
Fulton	3.3	Montgomery	11.4		
Gallatin	3.5	Morgan	4		
Greene	11.4	Moultrie	4		
Grundy	18.4	Ogle	4.6		
Hamilton	3.5	Peoria	4.4		
Hancock	3.4	Perry	11.4		
Hardin	5.2	Piatt	4.8		
Henderson	3.4	Pike	3.1		
Henry	4.6	Pope	5.2		
Iroquois	18.4	Pulaski	11.4		
Jackson	11.4	Putnam	18.4		

## 41 CFR 60

### 60-4.1 Scope and Application.

This part applies to all contractors and subcontractors that hold any Federal or federally assisted construction contract in excess of \$10,000. The regulations in this part are applicable to all of a construction contractor's or subcontractor's construction employees who are engaged in on site construction including those construction employees who work on a non-Federal or non-federally assisted construction site. This part also establishes procedures, which all Federal contracting officers and all applicants, as applicable, shall follow in soliciting for and awarding Federal or federally assisted construction contracts. Procedures also are established which administering agencies shall follow in making any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of Executive Order 11246, as amended. In addition, this part applies to construction work performed by construction contractors and subcontractors for Federal non-construction contractors and subcontractors if the construction work is necessary in whole or in part to the performance of a non-construction contract or subcontract.

[43 FR 49254, OCT. 20, 1978; 43 FR 51404, NOV. 3, 1978]

### 60-4.2 Solicitations.

(a) All Federal contracting officers and all applicants shall include the notice set forth in paragraph (d) of this section and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth in § 60-4.3 of this part in all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of the part. Administering agencies shall require the inclusion of the notice set forth in paragraph (d) of this section and the specifications set forth in § 60-4.3 of this part as a condition of any grant, contract, subcontract, loan, insurance or guarantee involving federally assisted construction covered by this Part 60-4.

(b) All non-construction contractors covered by Executive Order 11246 and the implementing regulations shall include the notice in paragraph (d) of this section in all construction agreements, which are necessary in whole or in part to the performance of the covered non-construction contract.

(c) Contracting officers, applicants and non-construction contractors shall give written notice to the Director within 10 working days of award of a contract subject to these provisions. The notification shall include the name, address, and telephone number of the contractor; employer identification number; dollar amount of the contract, estimated starting and completion dates of the contract; the contract number; and geographical area in which the contract is to be performed.

(d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part (see 41 CFR 60-4.2(a)):

**Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)**

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

Time- tables	Goals for minority participation for each trade	Goals for female participation in each trade
	Insert goals for each year.	Insert goals for each year.

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

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any).

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978, AS AMENDED AT 45 FR 65977, OCT. 3, 1980]

### **60-4.3 Equal Opportunity Clauses.**

(a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

#### **Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)**

1. As used in these specifications:

a. "Covered area," means the geographical area described in the solicitation from which this contract resulted:

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals

for minority and female participation and which is set forth in the solicitations from which this contract resulted.

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

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

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

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

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

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The



Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

**b.** Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

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

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

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

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

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

**h.** Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written

notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

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

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

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

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

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

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

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

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

**8.** Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the

Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

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

**10.** The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

**11.** The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

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

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

**14.** The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

**15.** Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978, AS AMENDED AT 45 FR 65978, OCT. 3, 1980]

#### **60-4.4 Affirmative Action Requirements.**

(a) To implement the affirmative action requirements of Executive Order 11246 in the construction industry, the Office of Federal Contract Compliance Programs previously has approved affirmative action programs commonly referred to as "Hometown Plans," has promulgated affirmative action plans referred to as "Imposed Plans" and has approved "Special Bid Conditions" for high impact projects constructed in areas not covered by a Hometown or an Imposed Plan. All solicitations for construction contracts made after the effective date of the regulations in this part shall include the notice specified in § 60-4.2 of this part and the specifications in § 60-4.3 of this part in lieu of the Hometown and Imposed Plans including the Philadelphia Plan and Special Bid Conditions. Until the Director has issued an order pursuant to § 60-4.6 of this part establishing goals and timetables for minorities in the appropriate geographical areas or for a project covered by Special Bid Conditions, the goals and timetables for minorities to be inserted in the Notice required by 41 CFR 60-4.2 shall be the goals and timetables contained in the Hometown Plan, Imposed Plan or Special Bid Conditions presently covering the respective geographical area or project involved.

(b) Signatories to a Hometown Plan (including heavy highway affirmative action plans) shall have 45 days from the effective date of the regulations in this part to submit under such a Plan (for the director's approval) goals and timetables for women and to include female representation on the Hometown Plan Administrative Committee. Such goals for female representation shall be at least as high as the goals established for female representation in the notice issued pursuant to 41 CFR 60-4.6. Failure of the signatories, within the 45-day period, to include female representation and to submit goals for women or a new plan, as appropriate, shall result in an automatic termination of the Office of Federal Contract Compliance Program's approval of the Hometown Plan. At any time, the Office of Federal Contract Compliance Programs terminates or withdraws its approval of a Hometown Plan, or when the plan expires and another plan is not approved, the contractors signatory to the plan shall be covered automatically by the specifications set forth in § 60-4.3 of this part and by the goals and timetables established for that geographical area pursuant to § 60-4.6 of this part.

#### **60-4.5 Hometown Plans**

(a) A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: *Provided*, That each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it

has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables. If a contractor is not participating in an approved Hometown Plan it shall comply with the specifications set forth in § 60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the notice required by 41 CFR 60-4.2 about that trade. For the purposes of this part 60-4, a contractor is not participating in a Hometown Plan for a particular trade if it:

- (1) Ceases to be signatory to a Hometown Plan covering that trade;
  - (2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
  - (3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations, which are not or cease to be signatories to the same Hometown Plan for that trade;
  - (4) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
  - (5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;
  - (6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.
- (b) Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provision of the Hometown Plan.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978]

#### **60-4.6 Goals and Timetables.**

The Director, from time to time, shall issue goals and timetables for minority and female utilization, which shall be based on appropriate workforce, demographic, or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

[45 FR 65978, OCT. 3, 1980]

#### **60-4.7 Effect on Other Regulations.**

The regulations in this part are in addition to the regulations contained in this chapter, which apply to construction contractors and subcontractors generally. See particularly, 41 CFR 60-1.4 (a), (b), (c), (d), and (e); 60-1.5; 60-1.7; 60-1.8; 60-1.26; 60-1.29; 60-1.30; 60-1.32; 60-1.41; 60-1.42; 60-1.43; and 41 CFR Part 60-3; Part 60-20; Part 60-30; Part 60-40; and Part 60-50.

#### **60-4.8 Show Cause Notice.**

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the contractor or subcontractor a notice to show cause which shall contain the items specified in paragraphs (i) through (iv) of 41 CFR 60-2.2(c)(1). If the contractor does not show good cause within 30 days, or in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make up goals and timetables, back pay, and seniority relief for affected class members, the OFCCP shall follow the procedure in 41 CFR 60-1.26(b): *Provided*, That where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978]

#### **60-4.9 Incorporation by Operation of the Order.**

By operation of the order, the equal opportunity clause contained in § 60-1.4, the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) contained in § 60-4.2, and the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) contained in § 60-4.3 shall be deemed to be a part of every solicitation or of every contract and subcontract, as appropriate, required by the order and the regulations in this chapter to include such clauses whether or not they are physically incorporated in such solicitation or contract and whether or not the contract is written.

**U.S. ENVIRONMENTAL PROTECTION AGENCY**

**CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 that are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated based on race, creed, color, or national origin, because of habit, local custom or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

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Signature \_\_\_\_\_ Date \_\_\_\_\_

---

Name and Title of Signer \_\_\_\_\_ (Please type)

---

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

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS**  
**NONDISCRIMINATION IN EMPLOYMENT**

To: \_\_\_\_\_  
(Name of union or organization of workers)

The undersigned currently holds contract(s) with \_\_\_\_\_  
(name of applicant)  
involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contracts(s) or subcontract(s) and in accordance with Executive Order 11246, as amended, dated September 24, 1965, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT,  
ADVERTISING, OR SOLICITATION FOR EMPLOYMENT, TRAINING DURING  
EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION  
FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontracts(s) and Executive Order 11246, as amended.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Contractor or Subcontractor)

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



EPA Project Control #: \_\_\_\_\_

United States Environmental Protection Agency  
Washington, DC 20460

**Certification Regarding Debarment, Suspension and Other Responsibility Matters**

The prospective participant to the best of its knowledge and belief that it and its principles:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

\_\_\_\_\_  
(Typed Name & Title of Authorized Representative)

\_\_\_\_\_  
(Signature of Authorized Representative)                      (Date)

I am unable to certify the above statements. My explanation is attached.

## **Instructions**

Under Executive Order 12549 an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a federal program, or a sub-agreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or sub-agreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the attached regulation.

### **Where to Submit**

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

### **How to Obtain Forms:**

EPA includes the certification form, instructions, and a copy of its implementing regulation (40 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

### **Additional copies/assistance may be requested from:**

Compliance Branch  
Grants Administration Division (PM-216F)  
U.S. Environmental Protection Agency  
401 M Street, SW  
Washington DC 20460  
(Telephone: 202-475-8025)

**Bidder Certification**  
**In Compliance with Article 33E-11 to the**  
**"Criminal Code of 2012"**

I \_\_\_\_\_, do hereby certify that:

1. I am \_\_\_\_\_ of the \_\_\_\_\_  
Name Position Firm  
and have authority to execute this certification on behalf of the firm

2. This firm is not barred from bidding on this contract due to either a Bid-rigging or Bid Rotating violation as set forth in Article 33E-11 to the "Illinois Criminal Code of 2012 [720 ILCS 5/33E-11]"

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Corporate Seal (where appropriate)

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me appeared (Name)

\_\_\_\_\_ to me personally known,  
who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly  
authorized by (Name of Firm) \_\_\_\_\_ to execute the affidavit and did  
so as his or her free act and deed.

Notary Public \_\_\_\_\_ Commission Expires \_\_\_\_\_

Notary Seal

## Summary Report of Disadvantaged Business Enterprise Requirements for Contractors

- 1) Completed and signed certification from bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services in the performance of this contract (may use IEPA DBE Form #1).

### OR

"Certificate of publication, or adequate evidence of proof of publication, including an actual copy of the newspaper advertisement from a daily publication. For advertisements placed in a construction project clearinghouse such as [www.construction.com](http://www.construction.com), a screenshot of the advertisement, link to website, and receipt is required for proof of advertising.

- 2) List of all disadvantaged business enterprises (DBE) and non-DBE's that submitted proposals to the bidder/prime contractor. Specify as DBE or non-DBE, type of DBE, and the other information listed below (DBE Form #4 may be used for this purpose).

Name of Company  
Name of Owners  
Address of Company  
E-mail Address of Company  
Telephone Number  
Date of Proposal  
Type of Business  
Type of DBE  
Description of work to be performed

- 3) List of disadvantaged businesses that submitted proposals to the bidder but will not be utilized. Justification for non-utilization must be provided (may use IEPA DBE Form #1).
- 4) Completed and signed copies IEPA DBE Form #3 (Subcontractor Utilization Form) or equivalent "Notice of Intent". Only applies if using DBE subcontractors.
- 5) Completed and signed certification from bidder(s) attesting that the bidder has no dominating or conflict of interest with the disadvantaged business to be utilized (IEPA DBE Form #1). Only applies if using DBE subcontractors.
- 6) In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received (IEPA DBE Form #1).
- 7) **Note:** DBE Form #2 is **not** included in this packet. It is for consultants/engineers to report DBE activity. This form may be found in IEPA's DBE Guidance Manual which is available on the Agency's website or mailed upon request by calling 217-782-2027.

**IEPA Disadvantaged Business Enterprise (DBE) Program Form #1**  
**Contractor Certification Form**

**(To be completed by all Prime Contractors)**

Please check the appropriate boxes that apply and complete the information on the bottom of the form.

- This firm will award no subcontracts (including in the procurement of equipment, supplies, or services), in the performance of this contract.
  
- This firm advertised for DBE subcontractors according to the good faith efforts outlined in the IEPA DBE Guidance Document.
  
- This firm received proposals from DBE(s) that will not be utilized. A list of the DBEs not hired, along with their address, phone number, and reason(s) for non-utilization, is below.

- This firm did not receive any inquiries from DBEs.

I certify that the above is true. I further certify that this firm and its partners, directors, and officers do not possess a controlling interest in ownership or conflict of interest or any other authority to control the DBE to be used during the performance of the contracts.

By: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
Company: \_\_\_\_\_

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

## EPA Disadvantaged Business Enterprise (DBE) Program Form #3 Subcontractor Utilization Form

(Only complete this form if DBE subcontractors or sub-consultants will be working on a project)

This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. All subcontractors must complete this form, and it must be included in the prime contractor's bid package.

Subcontractor Name	Project Name
Contact Person's Name & Title	
Address	
Telephone	Email
DBE Certified By:	Select all that apply. At least one is required: <b>MBE    WBE    SBE    DBE</b>
Prime Contractor Name	
<b>Type of Work to be Performed</b>	<b>Cost Estimate of Work</b>

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to using the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 C.F.R. Part 33 Section 33.302(c).

<b>Prime Contractor Signature:</b>	<b>Print Name:</b>
<b>Date:</b>	<b>Title:</b>
<b>Subcontractor Signature:</b>	<b>Print Name:</b>
<b>Date:</b>	<b>Title:</b>

**IEPA Disadvantaged Business Enterprise (DBE) Program Form #4, Bidders List**  
**(Only complete this form if subcontractors or sub-consultants will be working on a project)**

Using this form/format is optional. Other formats are acceptable.

Company Name & Contact Person	Address	Phone No. w/ area code	Email	Proposed Work (supplies, paint, paint etc.)	DBE Status (MBE, WBE, DBE, SBE or Not Applicable)
					Check if Hired <input type="checkbox"/>
					Check if Hired <input type="checkbox"/>
					Check if Hired <input type="checkbox"/>
					Check if Hired <input type="checkbox"/>

**Bidder Certification Regarding the Use of  
Iron, Steel, Manufactured Products, and Construction Materials produced in the United States  
(Build America, Buy America Act)**

I \_\_\_\_\_, do hereby certify that:

Name

1. I am \_\_\_\_\_ (title) of the \_\_\_\_\_ (company, partnership, etc.) and have authority to execute this certification on behalf of the firm.
2. I am aware that all iron, steel, manufactured products, and construction materials used for this project must be produced in the United States per the federal Build America, Buy America Act (BABA) signed by President Biden on November 15, 2021. Pub. L No. 117-58, §§ 70901-52.
3. I understand the term “iron and steel products” refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
4. I understand that all manufactured products used in the project must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.
5. I acknowledge that all construction materials for this project must be manufactured in the United States. This means all manufacturing processes for the construction materials occurred in the United States.
6. I am aware that this requirement applies to all portions of the project that are subcontracted.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Corporate Seal (where appropriate)



## Requirements Specific to Buy America, Build America Act (BABA)

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“BABA”). The purpose of BABA is to ensure that federally funded infrastructure projects only utilize iron, steel, manufactured products, and construction materials produced in the United States. The requirement to use products produced in the United States applies to all projects for the construction, alteration, maintenance, or repair of publicly owned treatment works (POTW) or public water systems. Since Illinois’ Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) utilize federal funds, loan recipients must use iron, steel, manufactured products, and construction materials that are produced in the United States. Guidance is available on USEPA’s website: <https://www.epa.gov/cwsrf/build-america-buy-america-baba>. Waivers from the requirements are available under certain circumstances. BABA requires the following:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

BABA only applies to items that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at project completion. BABA does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure. BABA requirements apply to an entire infrastructure project, even if it is funded by both Federal and non-Federal funds under one or more awards.

**Construction Materials** includes an article, material, or supply that consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products including polyvinylchloride, composite building materials, and polymers used in fiber optic cables;
- glass including optic glass;
- lumber; or
- drywall.

**Construction Materials** does NOT include items made primarily of iron or steel; manufactured products; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

### **Requirements Specific to Iron and Steel**

The existing American Iron and Steel (AIS) Requirements will continue as part of BABA. An iron or steel product is one of the items listed below and is made primarily of iron or steel that is permanently incorporated into the public water system or treatment works.

- Pipes (lined or unlined) and pipe fittings
- Pipe clamps and restraints
- Valves
- Structural steel
- Manhole Covers and other municipal castings such as valves boxes, drainage grates, bollards, etc.
- Construction materials such as trusses, wire, grating, wire, ductwork, fence tubing, wall panels, etc.
- Hydrants
- Flanges
- Tanks
- Reinforced precast concrete

For one of the listed iron or steel products to be considered subject to the BABA requirements, it must be made of greater than 50% iron or steel, measured by the material costs. “Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels. AIS Guidance is available at: <https://epa.illinois.gov/topics/grants-loans/state-revolving-fund/guidance/american-iron-and-steel-requirements.html>.

### **Recordkeeping and Documenting the Country of Origin for Iron, Steel, Manufactured Products, & Construction Materials used in Loan Funded Projects**

Loan recipients with assistance from their general contractor must be able to verify that products used in their projects comply with the BABA requirements. USEPA recommends loan recipients use a “Step Certification” process to ensure that producers adhere to the BABA requirements. Step certification is a process under which each handler (supplier, fabricator, manufacturer, etc.) of the iron, steel, manufactured products, or construction materials certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin.

A certification can be quite simple if it includes the name of the manufacturer, the location of the manufacturing facility (not company headquarters), a description of the product or item being delivered, and a signature by a manufacturer’s responsible party. Certification could be achieved by other methods such as requiring the final manufacturer, who delivers the products to the worksite, to provide certification that all manufacturing processes occurred in the US. While this type of certification is easier and acceptable, it may not provide the same degree of assurance and additional documentation

may be needed. USEPA auditors recommend keeping records of when and where the products were delivered. Records from the manufacturer should refer to specific items such as pipes, valves, meters. Try to avoid records containing broad statements such as, "All products delivered were USA made".

Regardless of the method, documents regarding the country of origin for all covered items should be collected and maintained by the loan recipients. Having a good paper trail is invaluable during an inspection or audit.

### **Sample Certification Letter**

Below is a sample step certification letter for BABA compliance. The completed letter is provided to the construction contractor or loan applicant by the supplier, fabricator, manufacturer, etc. of covered products. Documentation must be provided on company letterhead.

#### **Company Letterhead**

Date

Company Name  
Company Address  
City, State, Zip

Subject: Build America, Buy America Act Step Certification for Project (Identify Project Here xxx)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project are in full compliance with the federal Build America, Buy America Act requirements as required in EPA's State Revolving Fund Programs.

Item, Products, and/or Materials:

1. XXX
2. XXX
3. XXX

Such process took place at the following location (City and State must be included):

If any of the above compliance statements change while providing material for this project, we will immediately notify the prime contractor and the engineer.

Signed by Company Representative

Name Clearly Typed

**Illinois Works Jobs Program Act – Apprenticeship Initiative**  
**Information for Contractors**

**Summary:** The Illinois Works Jobs Program Act, 30 ILCS 559/Art. 20, is a statewide initiative to ensure that all Illinois residents have access to State capital projects and careers in the construction industry and building trades and to provide contracting and employment opportunities to historically underrepresented populations in the construction industry. This will be accomplished through three programs created by the Illinois Works Jobs Program Act: the Illinois Works Apprenticeship Initiative, the Illinois Works Pre-Apprenticeship Program, and the Illinois Works Bid Credit Program. Additional information is available at the following website:

<https://www2.illinois.gov/dceo/WorkforceDevelopment/Pages/IllinoisWorksJobsProgramAct.aspx>.

The goal of the Illinois Works Apprenticeship Initiative (“10% apprenticeship goal”) is that for projects estimated to cost \$500,000 or more, apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. The 10% apprenticeship goal applies to projects being paid for in whole or in part by appropriated capital funds to construct a public work either through a contract or grant issued by a State agency. A determination was made that this requirement also applies to IEPA loans. The \$500,000 threshold applies to the total project cost and NOT the total cost or value of an individual construction contract.

**Certification:** Apprentices are required to be U.S. Dept. of Labor certified (not limited to pre-apprentice program graduates).

**Applicability**

**If a project is estimated to received \$500,000 or more of State Capital Funding for the Project:**

If the state’s contribution to the project amount equals 50% or more of the cost for the project, the 10% apprenticeship requirement applies to all prevailing wage eligible work performed by contractors on the public works project.

If the state’s contribution to the project is less than 50% of the cost for the project, the 10% apprenticeship requirement applies only to prevailing wage eligible work being funded from state funds.

**The Project has less than \$500,000 of State Capital Funding, but the Total Estimated Project Cost is \$500,000 or more:**

If the state’s contribution to the project amount equals 50% or more of the estimated cost for the project, the 10% apprenticeship requirement applies to all prevailing wage eligible work performed by contractors on the public works project.

If the state’s contribution to the project is less than 50% of the estimated cost for the project, the 10% apprenticeship requirement does not apply.

**Total Estimated Project Cost is less than \$500,000:** The 10% apprenticeship requirement does not apply. The \$500,000 threshold applies to the total project cost and NOT the total cost or value of an individual construction contract.

**Waivers from the Requirements:** If goals cannot be met, the state has discretion to grant waivers, reductions or to hold public hearings on the issue. Factors to be considered include the scale of the project and whether the contractor or subcontractor seeking the action has previously requested reductions or waivers. A waiver form is available on the IEPA website at:

<https://epa.illinois.gov/content/dam/soi/en/web/epa/topics/grants-loans/state-revolving-fund/documents/WAIVER-REQUEST.pdf>. The form can also be obtained from DCEO.

**Reporting:** An example quarterly reporting form is attached. A fillable version is available on the IEPA website. Contractors should coordinate with the loan applicant and their consultant for further instructions regarding these forms. Loan applicants are ultimately responsible for reporting quarterly labor hours to the state, but coordination with their contractor is essential. All loan funded projects are subject to payment of Davis Bacon wages.

**For general apprenticeship questions,** please contact the Illinois Works Office at:  
[CEO.ILWorks@Illinois.gov](mailto:CEO.ILWorks@Illinois.gov).

# Illinois Works Apprenticeship Initiative Periodic Grantee Report

Organization Name	FEIN Number	DUNS Number	
Grant Awarding Agency	Project Start Date	Project End Date	
Grant Number	Estimated Total Project Costs	Estimated Total State Contribution	

**Reporting Period:** Period Start Date  Period End Date

**Applicable Apprenticeship Goal (Select all that apply):**

- 10% total project cost  10% total state contribution only
  - Waiver Approved by IL DCEO    IL DCEO Waiver Approval Date
  - Reduction Approved by IL DCEO    IL DCEO Reduction Approval Date
- (If a waiver was granted for any prevailing wage classification, the Grantee does not need to report on those classifications on this form.)
- (If selected, enter the applicable prevailing wage classification(s) and approved reduced percentage(s).)

Prevailing Wage Classification	Reduced Percentage	Prevailing Wage Classification	Reduced Percentage

Prevailing Wage Classification	Reduced Percentage	Prevailing Wage Classification	Reduced Percentage

## Illinois Works Apprenticeship Initiative Periodic Grantee Report

Please provide information in this chart for the entire project if the apprenticeship goal applies to the entire project.  
Provide information for only the state contribution if the apprenticeship goal applies only to state appropriated capital funds.

Prevailing Wage Classification	Total Hours for Classification in Reporting Period	Total Apprenticeship Hours for Classification in Reporting Period	% of Apprenticeship Hours	Total Hours for Classification from Start of the Project	Total Apprenticeship Hours (Cumulative from Start of the Project)	% of Apprenticeship Hours (Cumulative from Start of the Project)	If no apprenticeship hours recorded, explain.



Prevailing Wage Classification	Total Hours for Classification in Reporting Period	Total Apprenticeship Hours for Classification in Reporting Period	% of Apprenticeship Hours	Total Hours for Classification (Cumulative from Start of the Project)	Total Apprenticeship Hours (Cumulative from Start of the Project)	% of Apprenticeship Hours (Cumulative from Start of the Project)	If no apprenticeship hours recorded, explain.

# Organization Certification and State Agency Acknowledgement

## 1. Organization Certification:

By signing this form, I certify to the best of my knowledge and belief that the form is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization Name:

Printed Name (Executive Director or equivalent):

Signature (Executive Director or equivalent):

Title (Executive Director or equivalent):

Date/Time Field

## 2. State Agency Acknowledgement:

State Agency

Printed Name

Signature:

Title

Date/Time Field