Illinois Environmental Protection Agency – Public Water Supply Loan Program (PWSLP)
Loan Applicant’s Certification of Plans/Specifications Compliance with PWSLP Rules
(Rev 09/21/18)

Loan Applicant: ___________________________________________ L17: ______________________

Project Description: 
_______________________________________________________________________________________
_______________________________________________________________________________________
_______________________________________________________________________________________
_______________________________________________________________________________________

Section I – Loan Program Requirements
Provide page number(s) for location of the information below in the bidding documents/specifications.

Page #’s
1. ___ Advertisement for Bids includes notification to bidders that procurement is subject to regulations contained in IEPA loan program rules, the Davis-Bacon Act (40 USC 276a through 276a-5), the Employment of Ill. Workers on Public Works Act, DBE Policy per 40 CFR Part 33 as amended, and the “Use of American Iron and Steel” requirements as originally contained in Section 436 (a) – (f) of the Consolidated Appropriations Act, 2014. [Loan Rules Section 662.350(e)(1)(D)]
2. ___ Sealed Bids are required.
3. ___ Public bid opening will be held.
4. ___ Method of bid evaluation. In accordance with Section 662.350(d)(3).
5. ___ Criteria for evaluating bidders. In accordance with Section 662.350(d)(5).
6. ___ Bidders are allowed to modify/withdraw bids prior to opening.
7. ___ Award shall be made to the low, responsive, responsible bidder in accordance with Section 662.350(d)(7).
8. ___ Non-collusion and certification statement [verbatim per Section 662.350(d)(6)]. Language is attached. See attached page 9, I and II.
9. ___ Minimum 5% bid bond or cashier’s check in accordance with Section 662.350(e)(7).
10. ___ 100% performance/payment bonds.
11. ___ Equal Opportunity Clauses (EO 11246).
13. ___ DBE specifications and report forms.
   A DBE guidance package is available from the Agency.
14. ___ The Non-Discrimination Clause is contained within the contract in accordance with 662.620 (a)(8). See Item 7 page 22 of the attached document.
15. ___ Davis-Bacon Wage Act wages and clauses are included in the bidding documents and specifications. Contractor(s) shall pay prevailing wages at rates not less than those prevailing under the Davis-Bacon Wage Act.
16. ___ Change orders – Method for handling in accordance with Section 662.420(b)(2)
17. ___ Audit; access to records (verbatim per Section 662.620(a)(1, A-G)).
18. ___ Covenant against contingent fees in accordance with Section 662.620(a)(2).
19. ___ Certification regarding debarment in accordance with Section 662.620(a)(5).
20. ___ Contracts for Subcontractors will be in accordance with Section 662.620(b).
21. ___ Contractor Bankruptcy Provisions in accordance with Section 662.620(c).
22. ___ Remedies per Section 662.640(c).
23. ___ Access to work site allowed per Section 662.620(d).
24. ____ Substantial Completion (project is operational) specified: ___________ calendar days
25. ____ Final Completion (if applicable) specified: ______________ calendar days
26. ____ Certification regarding compliance with criminal code of 2012. [Section 662.350(d)(6)(A)(iii)]
27. ____ Notice of Intent to Award form [Section 662.350(e)(4)]
28. ____ Notice of Award Form.
29. ____ Notice to Proceed Form.
30. ____ Change Order Form.
31. ____ Certification of Non-Segregated Facilities Form [Section 662.620(a)(6)].
32. ____ Nondiscrimination in Employment Notice (per Executive Order 11246).
33. ____ Certification Regarding Debarment, Suspension, and other Responsibility Matters Form. [Section 662.620(a)(5)]
34. ____ Experience Clause requirements, if utilized, are justified in an attachment or were previously submitted on date _______________. Section 662.350(d)(5).
35. ____ Certification that all iron and steel products used in the project are produced in the per Section 436 (a) – (f) of H.R. 3547, “The Consolidated Appropriations Act, 2014”. [Section 662.620(a)(7)]

Section II – Approved Scope of Work
The PWSLP can only provide funding for the project scope approved in the Project Plan. ALL changes must be explained and justified in writing and receive Agency approval. Changes to the approved scope of work may require a Project Plan amendment.

YES NO (Circle One) Plans and specifications have been prepared consistent with the Project Plan approved by the Agency in a letter dated _______________. If any changes have been made in the scope of the project after Project Planning approval, please specifically identify below (include attachments with a detailed narrative detailing any changes if necessary).

_______________________________________________________________________________________
_______________________________________________________________________________________
_______________________________________________________________________________________

Section III – Loan Eligibility
In general, extended warranties, spare parts, and allowances are not eligible to receive loan funding. If this project includes any Warranties, Spare Parts, Allowances or other possible ineligible items, provide an explanation and the page number in the bidding documents where the ineligible item is located.

1. **Warranties:** The Loan Program can only fund the normal industry standard warranty. Any extended, special or additional warranties are not eligible in the loan program. If any warranty is more than the industry standard, please provide the cost for the warranty in excess of the industry standard.

   **Does this project include the purchase of any extended warranties? YES or NO (Circle One)**
   If YES, provide the page number and an explanation.

2. **Spare Parts:** Spare parts and extra materials are normally not loan eligible as they are viewed as maintenance related. To be eligible, spare parts must be justified as critical parts of major system components which are not immediately available and/or whose procurement involves an extended lead time.

   **Does this project include the purchase of any spare parts? YES or NO (Circle One)**
   If YES, provide the page number and an explanation.
3. **Allowances** (a fixed price to perform a specific scope of work) may be eligible at the time of the loan award provided justification for the allowance(s) is provided to the Agency along with a description of the scope of work and the basis for the establishment of the allowance amount. **Allowances are not allowed for equipment purchases which must be competitively bid.**

   Does this project include any allowances? **YES** or **NO** (Circle One)

   If YES, provide the page number for each allowance along with an explanation.

4. **Site Restoration:** The loan program can only fund site restoration to pre-construction conditions. For underground work, restoration is normally limited to the width of the trench. Costs for any site restoration beyond pre-construction conditions or for work outside the width of the trench should be identified.

   Does this project include any restoration costs above and beyond pre-construction conditions? **YES** or **NO** (Circle One)

   If YES, provide the page number and an explanation.

5. **Does the project include other items that may be ineligible?** Examples include costs outside the project scope, or costs considered normal operating expenses.

   **YES** or **NO** (Circle One)

   If YES, provide the page number and an explanation.

   **METHODS UTILIZED TO ADDRESS INELIGIBLE ITEMS IN PWSLP PROJECTS**

   1. Delete ineligible items from the project.
   2. Provide a separate line item in the bid for ineligible items.
   3. Proration of bid for the percentage of ineligible cost(s).
   4. Agreement on costs between the Agency and borrower prior to bidding.

**Section IV – Labor Agreements**

Are contractors bidding this project required to be or become party to a Project Labor Agreement or Multi-Project Labor Agreement?

**YES** or **NO** (Circle One)

If YES, provide a page number where the agreement is located or attach a copy of the document. Agreements may not significantly restrict competition.

**Section V – Certification of Plans and Specifications**

I do hereby certify that the Bidding documents and Plans and Specifications for the project entitled:

_____________________________________________________________________________________

have been prepared in accordance with the requirements of Ill. Adm. Code 662, Procedures for Issuing Loans from the Public Water Supply Loan Program, for the purpose of obtaining loan funds.

Consulting Engineer: ________________________________ Phone Number: ________________________________

Signature ____________________________________________ Date ___________________________

Loan Applicant’s Authorized Representative: ________________________________________________

Signature ____________________________________________ Date ___________________________
DOCUMENTATION REQUIRED IN PLANS AND SPECIFICATIONS
FOR PROJECTS TO BE CONSTRUCTED UNDER THE
PUBLIC WATER SUPPLY LOAN PROGRAM

The attached “front-end document package” may be utilized by the loan applicant to comply with regulations for loans issued under the Public Water Supply Loan Program. The loan applicant’s use of the front-end document package and the completion and certification of the review checklist denoting the specific location of the required items as part of the submittal of the plans/specifications and permit application will help expedite the overall review of your project’s contract documents.

Rev. April 2000
Rev. January 2002
Rev. March 2003
Rev. May 2003
Rev. April 2006
Rev. April 2007
Rev. April 2009
Rev. June 2010
Rev. February 2013
Rev. February 2014
Rev. December 2014
Rev. February 2016
Rev. May 2016
Rev. March 2017
Rev. December 2017
Rev. September 2018 (AIS)

IL532-2564
WPC 688
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ADVERTISEMENT FOR BIDS

Owner

Address

Separate sealed BIDS for the construction of (briefly describe nature, scope, and major elements of the work):

will be received by: _____________________________
at the office of: _____________________________
until: ______________, (Standard Time-Daylight Savings Time) ______________, 20 ___, and then at said office publicly opened and read aloud.

“Any contract or contracts awarded under this invitation for bids are expected to be funded in part by a loan from the Illinois Environmental Protection Agency (Illinois EPA). Neither the State of Illinois nor any of its departments, agencies, or employees is or will be a party to this invitation for bids or any resulting contract. The procurement will be subject to regulations contained in the Procedures for Issuing Loans from the Public Water Supply Loan Program (35IAC Part 662), the Davis-Bacon Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor, the Employment of Illinois Workers on Public Works Act (30 ILCS 570), and the “Use of American Iron and Steel” requirements as contained in Section 436 of H.R. 3547, The Consolidated Appropriations Act, 2014. This procurement is also subject to the loan recipient’s policy regarding the increased use of disadvantaged business enterprises. The loan recipient’s policy requires all bidders to undertake specified affirmative efforts at least sixteen (16) days prior to bid opening. The policy is contained in the specifications. Bidders are also 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 41 CFR 60-4.”

The CONTRACT DOCUMENTS may be examined at the following locations: _____________________

Copies of the CONTRACT DOCUMENTS may be obtained at the Office of: _____________________
located at: _____________________________ upon payment of $___________ for each set.

Any BIDDER, upon returning the CONTRACT DOCUMENTS promptly and in good condition, will be refunded his payment, and any non-bidder upon so returning the CONTRACT DOCUMENTS will be refunded the amount of $_______________.

________________________________________    __________________________________
DATE                SIGNATURE
INFORMATION FOR BIDDERS

BIDS will be received by ___________________________, at __________________________,
until ________________, 20____, and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to __________________________
at _______________________________. Each sealed envelope containing a BID must be plainly
marked on the outside as BID for __________________________ and the envelope should bear on the outside the name of the BIDDER, his/her address, his/her license number if applicable and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at ____________________________________.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

Any BID may be modified or withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within ___ days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

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 that 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.

A BID bond payable to the OWNER must accompany each BID for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

Any contract entered into by the loan recipient and any sub-agreement hereunder, shall provide that representatives of the Agency will have access to the work whenever it is in preparation or progress and that the contractor or subcontractor will provide proper facilities for such access and inspection. Such contract or sub-agreement must also provide that the Agency or any authorized representative shall have
access to any books, documents, papers, and records of the contractor or subcontractor, which are pertinent to the project for the purpose of making audit, examination, excerpts, and transcriptions thereof.

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 necessary Agreement and BOND forms shall accompany the NOTICE OF AWARD. 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.

The OWNER shall issue the NOTICE TO PROCEED within ten (10) days of the execution of the Agreement. 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 might 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. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the low, responsive, responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout including the Employment of Illinois Workers on Public Works Act (30 ILCS 570) and the Davis-Bacon Wage Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor.

BIDDERS will comply with Sec. 436 of H.R. 3547, “The Consolidated Appropriations Act, 2014”, which specifies that all iron and steel products used in the project are produced in the United States.

BIDDER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

Each BIDDER shall supply a list of all subcontractors that submitted proposals and if requested by the OWNER all major material suppliers.

Inspection trips for prospective BIDDERS will leave from the office of the

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BID FORM OR PROPOSAL

Proposal of _____________________________________________________ (hereinafter called "BIDDER"), organized and existing under the laws of the State of ______________________ doing business as___________________________________________________________________________* to the ________________________________________________(hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of ________________________________________________________________________ in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

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 ________ consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of $___________ for each consecutive calendar day thereafter.

BIDDER certifies that all iron and steel products used in the project for the construction, alteration, maintenance, or repair of a public water system are produced in the United States in compliance with Section 436. (a) – (f) of H. R. 3547, “The Consolidated Appropriation Act, 2014”.

* Insert “a corporation”, “a partnership”, or “an individual” as applicable.

(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:

(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.

BIDDER acknowledges receipt of the following ADDENDUM (Where applicable):_________________

____________________________________________________________________________________

____________________________________________________________________________________
BIDDER certifies that wages paid in connection with the PROJECT shall be paid at prevailing rates not less than those prevailing under the Davis-Bacon Wage Act. Bidder further certifies that the provisions contained in the following clauses will be exercised in the performance of any contract resulting from this BID and are made a part of the CONTRACT DOCUMENTS thereto by their inclusion in the BID as follows:

(1) **Minimum wages.**

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Sub recipients may obtain wage determinations from the U.S. Department of Labor’s web site, [www.dol.gov](http://www.dol.gov).

(ii) (A) The sub-recipient, on behalf of USEPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The USEPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

   (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

   (2) The classification is utilized in the area by the construction industry; and

   (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub-recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sub-recipient to IEPA. IEPA shall forward the report to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington,
DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub-recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), IEPA shall refer the questions, including the views of all interested parties and the recommendation of the sub-recipient, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub-recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the sub-recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages
paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the sub-recipient. Such documentation shall be available upon request of IEPA or USEPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site https://www.dol.gov/whd/forms/index.htm. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub-recipient, for transmission to the IEPA, USEPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub-recipient.

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.
(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of IEPA, USEPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid no less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by form certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the USEPA may by appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis Bacon and Related Act requirements.** All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any
of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements in prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

Contract Provision for Contracts in Excess of $100,000 - clauses (1) through (4) shall be inserted in full in any contract in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act.

Contract Work Hours and Safety Standards Act

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanics receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub-recipient, shall upon its own action or upon written request of the USEPA award official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for
compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

The following shall be inserted into any contract subject only to the Contract Work Hours and Safety Standards Act.

The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the USEPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

*****Insert applicable current Davis-Bacon Wage Rates Here*****
BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

**BID SCHEDULE**

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

<table>
<thead>
<tr>
<th>NO.</th>
<th>ITEM</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
</table>

TOTAL OF BID............................................................................................................$____________

LUMP SUM PRICE (if applicable) ........................................................ .....................$____________

Bidder is currently certified as an MBE or WBE under EPA’s DBE Program?  Yes____ No ____

Respectfully submitted:

______________________________________________________

Signature                      Address

Title                        Date

Telephone #                     E-mail Address

(SEAL - if BID is by a corporation)

Attest ____________________________
MAJOR ITEMS OF EQUIPMENT

It is hereby expressly agreed that the Contractor shall furnish and install in full compliance with the Plans and Contract Documents, the major items of equipment, as manufactured or supplied by the following listed manufacturers or suppliers:

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Manufacturer or Supplier</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>13.</td>
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</tbody>
</table>
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 completed 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.

______________________________________ (L.S.)
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.
AGREEMENT

THIS AGREEMENT, made this _________ day of ________________, 20 ________, by and between _______________________________________________, hereinafter called "OWNER" and ______________________________________________, doing business as (an individual) or (a partnership) or (a 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 ____________________________

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 _______ calendar days after the date of the NOTICE TO PROCEED and will complete the same within _______ 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
   (F) Payment BOND
   (G) Performance BOND
   (H) NOTICE OF AWARD
   (I) NOTICE TO PROCEED
   (J) CHANGE ORDER
   (K) DRAWINGS prepared by ______________________________________________
        numbered __________ through ___________, and dated ____________, 20 ______.
6. The OWNER will pay to the CONTRACTOR in the manner and at such times, such amounts as required by the CONTRACT DOCUMENTS.

7. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

8. 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 (__________________) each of which shall be deemed an original on the date first above written.
OWNER:

____________________________________
By _________________________________
Name _______________________________
(Please Type) Title ________________________________

(SEAL)

ATTEST:

________________________________
Name ___________________________
(Please Type)
Title ____________________________

CONTRACTOR:

____________________________________
By _________________________________
Name ______________________________
(Please Type) Address _____________________________

(SEAL)

ATTEST:

________________________________
Name ___________________________
(Please Type)
Title ____________________________
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

__________________________________________
(Name of Corporation)

__________________________________________
(Address of Corporation)

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 WORK to be performed
hereunder or the SPECIFICATIONS accompanying the same shall in any wise 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 one of which shall be deemed an original, this ______ day of __________________ 20 ______.

Attest:

___________________________________ By: _______________________________

(SEAL)

___________________________________  ___________________________________

___________________________________ ________________________________

___________________________________ ________________________________

(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.)
PAYMENT 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 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 hereunder or the SPECIFICATIONS accompanying the same shall in any wise 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 one of which shall be deemed an original, this the ___________________ day of ____________________ 20 _______.

(SEAL)

ATTEST:  

By: __________________________________________

_________________________________            ______________________________________________

__________________________________           _____________________________________________

__________________________________

ATTEST:  By: __________________________________________

__________________________________ _____________________________________________

__________________________________ _____________________________________________

__________________________________

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 INTENT TO AWARD

To: __________________________
____________________________
____________________________

Project Description: _______________________________________________________
________________________________________________________________________
________________________________________________________________________

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 will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of ________________.

You will be 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 the final Notice to be sent upon IEPA approval, to you.

Dated this day of ________________

______________________________
OWNER

By: __________________________

Title: _______________________
NOTICE OF AWARD

To: ____________________________________________

___________________________________________

___________________________________________

___________________________________________

___________________________________________

PROJECT Description: ___________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated ______________________________, 20 ______ 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 _______.

____________________________________
(Owner)

By ___________________________________

Title __________________________________

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: ______________________________
________________________________________
________________________________________
________________________________________
________________________________________
________________________________________

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 _________________ consecutive calendar days thereafter. The date of completion of all WORK is therefore ______________________, 20 ____________.

____________________________________
(Owner)
By ________________________________
Title ______________________________

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by ______________
________________________________________.
this the ________________ day of
________________________________________, 20 ____.

By ________________________________
Title ______________________________
### Change Order No. ______

<table>
<thead>
<tr>
<th>Date of Issuance:</th>
<th>Effective Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner:</td>
<td>Owner's Contract No.:</td>
</tr>
<tr>
<td>Contract:</td>
<td>Date of Contract:</td>
</tr>
<tr>
<td>Contractor:</td>
<td>Engineer's Project No.:</td>
</tr>
</tbody>
</table>

The Contract Documents are modified as follows upon execution of this Change Order:

**Description:**

__________________________

__________________________

Attachments: (List documents supporting change):

__________________________

__________________________

__________________________

**CHANGE IN CONTRACT PRICE:**

| Original Contract Price: | $__________________________ |

[Increase] [Decrease] from previously approved Change Orders No._______ to No._______:

| $__________________________ |

Contract Price prior to this Change Order:

| $__________________________ |

[Increase] [Decrease] of this Change Order:

| $__________________________ |

Contract Price incorporating this Change Order:

| $__________________________ |

**CHANGE IN CONTRACT TIMES:**

<table>
<thead>
<tr>
<th>Original Times:</th>
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<tbody>
<tr>
<td>Working days:</td>
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<tr>
<td>Calendar days:</td>
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<tr>
<td>Substantial completion (days or date):</td>
</tr>
<tr>
<td>Ready for final payment (days or date):</td>
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<table>
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<tr>
<th>[Increase] [Decrease] from previously approved Change Orders No._______ to No._______:</th>
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<tbody>
<tr>
<td>Substantial completion (days):</td>
</tr>
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<td>Ready for final payment (days):</td>
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</table>

<table>
<thead>
<tr>
<th>Contract Times prior to this Change Order:</th>
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</thead>
<tbody>
<tr>
<td>Substantial completion (days or date):</td>
</tr>
<tr>
<td>Ready for final payment (days or date):</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>[Increase] [Decrease] of this Change Order:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Substantial completion (days or date):</td>
</tr>
<tr>
<td>Ready for final payment (days or date):</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Times with all approved Change Orders:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Substantial completion (days or date):</td>
</tr>
<tr>
<td>Ready for final payment (days or date):</td>
</tr>
</tbody>
</table>

**RECOMMENDED:**

By: __________________________
    Engineer (Authorized Signature)

Date: __________________________

**ACCEPTED:**

By: __________________________
    Owner (Authorized Signature)

Date: __________________________

**ACCEPTED:**

By: __________________________
    Contractor (Authorized Signature)

Date: __________________________
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:

<table>
<thead>
<tr>
<th>Timetables</th>
<th>Goals for minority participation for each trade</th>
<th>Goals for female participation in each trade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insert goals for*</td>
<td>Insert goals for*</td>
<td></td>
</tr>
<tr>
<td>each year _____</td>
<td>each year _____</td>
<td></td>
</tr>
</tbody>
</table>

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.
FEMALE PARTICIPATION = 6.9% STATEWIDE

<table>
<thead>
<tr>
<th>County</th>
<th>Percent</th>
<th>County</th>
<th>Percent</th>
<th>County</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
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<td>Adams</td>
<td>3.1</td>
<td>Jasper</td>
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<td>Randolph</td>
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<td>Jefferson</td>
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<tr>
<td>Bureau</td>
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<td>Calhoun</td>
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<tr>
<td>Carroll</td>
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<td>Lake</td>
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<tr>
<td>Clay</td>
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<td>Logan</td>
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<td>Douglas</td>
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<td>Du Page</td>
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<td>Iroquois</td>
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<td>Jackson</td>
<td>11.4</td>
<td>Putnam</td>
<td>18.4</td>
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</tr>
</tbody>
</table>
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.


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 given 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:

<table>
<thead>
<tr>
<th>Time- tables</th>
<th>Goals for minority participation in each trade</th>
<th>Goals for female participation in each trade</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Insert goals for each year.</td>
<td>Insert goals for each year.</td>
</tr>
</tbody>
</table>

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 non-federally 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).


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;


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.


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 with regard to 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.

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.


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 on the basis of 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.

________________________________________  ________________
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 contract(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)

Disseminating/Posting this information is required by Section 7(f) of
Standard Federal Equal Employment Opportunity Construction Contract
Specifications (Executive Order 11246) contained within 41 CFR 60-4.3
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.

EPA FORM 5700-49 (11-88)
Instructions for Certification Regarding Debarment, Suspension & Other Responsibility Matters

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 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)
Section 662.420(b)(2) Change Orders

A) When the loan recipient authorizes the contractor to add, delete, or revise the work within the general scope of the contract documents, or authorizes an adjustment in the contract price or contract time, the loan recipient shall submit a change order to the Agency.

B) For each change order, the loan recipient shall submit to the Agency for approval the following documentation:

i) One copy of the fully executed change order signed by the loan recipient, construction engineer, and the contractor; and

ii) A description of any changes, with justification for the changes.

C) Prior approval by the Agency of a change order is required when a change order results in:

i) Alterations in design scope that require a modification to a construction permit; or

ii) An increase in the amount of loan funds needed to complete the project.

D) Failure to give timely notice of proposed project changes or action by the loan recipient that is not consistent with the Agency’s determination on those changes may result in disallowance of loan participation for costs incurred that are attributable to the change.

Section 662.620(a) Required Construction Contract Provisions

Each construction contract shall include the following provisions:

1) Audit; access to records:

A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on loan work in accordance with Generally Accepted Accounting Principles (GAAP). The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under subsection (c) above, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.

B) This contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified in subsection (d)(1)(A)
above. This requirement is applicable to all negotiated change orders and contract amendments in excess of $25,000 that affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all his or her contracts and all tier subcontracts or change orders in excess of $25,000 that are directly related to project performance.

C) Audits shall be consistent in accordance with auditing standards generally accepted in the United States of America.

D) The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection (d)(1)(A) above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.

E) The records required by subsection (d)(1)(A) above shall be maintained and made available during performance of the work under the loan agreement and for three years after the date of the final loan audit. In addition, records that relate to any dispute or litigation or the settlement of claims arising out of any performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after resolution of the dispute, appeal, litigation, claim or exception.

F) The right of access will generally be exercised with respect to financial records under:

i) Negotiated prime contracts;

ii) Negotiated change orders or contract amendments in excess of $25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and

iii) Subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.

G) The right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:

i) With respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and

ii) If there is any indication that fraud, gross abuse, or corrupt practices may be involved in the award or performance of the contract or subcontract.
2) Covenant against contingent fees.

The contractor shall warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the owner shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3) Wage provisions.

The Contractor shall pay prevailing wages in accordance with the Davis-Bacon Act (40 USC 276a through 276a-5 as defined by the U.S. Department of Labor). More information and guidance on the Davis-Bacon Wage Rate requirements is available on the IEPA website.

4) Disadvantaged business enterprise requirements.

The contractor shall provide evidence that the contractor has take affirmative steps in accordance with 40 CFR, Part 33 to assure that disadvantaged business enterprises are used when possible as sources of supplies, equipment, construction and services consistent with the provisions of the Agency’s Operating Agreement with USEPA.

5) Debarment and suspension provisions.

The contract shall require the successful bidder or bidders to submit a “Certificate Regarding Debarment, Suspension and Other Responsibility Matters” (EPA Form 5700-49) showing compliance with federal Executive Order 12549.

6) Non-segregated facilities provisions

The successful bidder shall be required to submit a certification of non-segregated facilities as prescribed by 18 USC 1001.

7) American Iron and Steel

The successful bidder shall be required to use American Iron and Steel, if required by USEPA for that fiscal year.

8) A clause that provides:

"No contractor or subcontractor shall discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor or subcontractor shall carry out applicable requirements of 40 CFR 33 in the award and administration of contracts awarded under the PWSLP. Failure by the contractor or subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."
Section 662.620(b) Subcontracts Under Construction Contracts

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by the prime contractor shall comply with:

1) All applicable provisions of federal, State and local law;

2) All provisions of this Part 662 with respect to fraud and other unlawful or corrupt practices;

3) All provisions of this Part 662 with respect to access to facilities, records and audit of records; and

4) All provisions of subsection (a)(5) that require a “Certification Regarding Debarment, Suspension, and Other Responsibility Matters (EPA Form 5700-49) showing compliance with federal Executive Order 12549.

Section 662.620(c) Contractor Bankruptcy

In the event of a contractor bankruptcy, the loan recipient shall notify the Agency and shall keep the Agency advised of any negotiations with the bonding company, including any proposed settlement. The Agency may participate in those negotiations and will advise the loan recipient of the impact of any proposed settlement to the loan agreement. The loan recipient shall be responsible for assuring that every appropriate procedure and incidental legal requirement is observed in advertising for bids and re-awarding a construction contract.

Section 662.620(d) Access

Every contract entered into by the loan recipient for construction work, and every sub-agreement, shall provide the Agency representatives with access to the work. The contractor or subcontractor shall provide facilities for such access and inspection.

Section 662.640(c) Remedies

All claims, counter-claims, disputes and other matters in question between the loan applicant and the contractor arising out of, or relating to a sub-agreement or its breach shall be decided by arbitration if the parties agree, or in a court of competent jurisdiction within the State.
Bidder Certification
In Compliance with Article 33E-11 to the
"Criminal Code of 2012"

I _______________________________________________________, do hereby certify that:

1. I am ___________________________ of the ___________________________________
   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 a 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)
____________________________________________________________
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
Specifications for Disadvantaged Business Enterprise Participation

(Name of Loan Recipient) ______________________________

I. Disadvantaged Business Enterprise Policy

A. It is the policy of the State of Illinois to award a fair share of sub-agreements to disadvantaged businesses (DBEs). In complying with this requirement, contractors are required to take affirmative steps to assure that disadvantaged businesses are used when possible as sources of supplies, equipment, construction, and services as explained herein.

B. These specifications define the terms, conditions, and requirements of the State Revolving Fund Loan Program, and the (Name of Loan Recipient) ___________________ ’s policy and procedures for complying with these requirements.

C. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the fair share percentages are 5% for MBEs and 12% for WBEs.

II. Pre-Contract Award Obligations

A. All bidders are required to advertise subcontracting opportunities and to negotiate with disadvantaged businesses prior to bid opening. Failure to document such affirmative efforts shall be deemed, relative to disadvantaged business compliance, non-responsive.

B. To establish a bid as responsible, the bidder will be required to document the proposed utilization of disadvantaged businesses with letters of intent signed by the bidder and by the disadvantaged business listed in the bid. The documentation requirements are outlined in Section III of this document.

C. (Name of Loan Recipient) _________________________’s disadvantaged business policy clearly intends for bidders to contact and encourage the participation of disadvantaged businesses prior to bid opening. Affirmative efforts (the written record of conscientious and honest communications between the bidder and disadvantaged business) must be initiated and completed by the bidder prior to bid opening. All bidders must document compliance with the requirements of the disadvantaged business policy.

III. Evaluation of Disadvantaged Business Utilization and Affirmative Efforts

A. As a prerequisite to demonstrate compliance with the (Name of Loan Recipient) ______________________________’s disadvantaged business policy, ALL bidders shall provide the following with its bid:

1. Completed and signed certification from the 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.

OR
2. "Certification of publication," or adequate proof of publication, including an actual copy of the newspaper advertisement from a daily newspaper. **The advertisement must run one day at least (16) days prior to bid opening.** An example advertisement follows this section.

Bidders may publish the advertisement in an established, online bidder’s clearinghouse such as the “Dodge Report ([http://construction.com/dodge/](http://construction.com/dodge/))”. If an online advertisement is placed with the “Dodge Report” or an equivalent website, a screenshot of the advertisement along with the webpage address, and a payment receipt is required as documentation. **The advertisement must run one day at least (16) days prior to bid opening.**

3. List of all disadvantaged business enterprise (DBE) and non-DBE’s that submitted proposals to the bidder along with the date of the proposal. Names, addresses, phone number and/or e-mail are required.

4. List of disadvantaged businesses not being utilized and justification for non-utilization.

5. If DBE subcontractors will be utilized for the project, a completed and signed copy of IEPA DBE Form No. 3 (DBE Subcontractor Utilization Form) or an equivalent “Notice of Intent” is needed from each subcontractor.

6. If DBE subcontractors will be utilized for the project, a completed and signed certification from the bidder(s), attesting that the bidder has no controlling or dominating interest or conflict of interest with the disadvantaged business that will be utilized.

7. 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.

Failure to submit the documentation pursuant to the requirements of A (1-7) above may cause rejection of the bid as non-responsive.

IV. **Sanctions**

A. The (Name of Loan Recipient) __________________________ has the option to reject one or all bids when the information submitted by the bidder(s) fails to demonstrate compliance with the disadvantaged business requirements (i.e., the bidder fails to place their pre-bid advertisement in a daily newspaper, or approved website, at least 16 days prior to bid opening).

B. Upon finding that any Party has not complied with the requirements of these specifications, including misrepresenting a firm as a disadvantaged business, any one or a combination of the following actions may be taken.

1. Declare the bidder and/or subcontractor non RESPONSIBLE and therefore, ineligible for contract award.

2. Disallow all contract costs associated with non-compliance.
3. Refer matters which may be fraudulent to the Illinois Attorney General.

V. Post-Contract Award Compliance

A. As required by the award conditions of USEPA's Assistance Agreement with IEPA, all sub-agreements of the prime contractor must identify that the fair share percentages are 5% for MBEs and 12% for WBEs.

B. After award of the prime contract, copies of all disadvantaged business related sub-agreements between the prime contractor and subcontractors shall be submitted to the owner.

C. Subsequent to bid submission, any changes in previously reported disadvantaged businesses utilization shall be handled in accordance with 40 CFR Part 33.302(b-h). If the contractor fails to initiate such actions, the owner may withhold payments and/or institute other appropriate sanctions.
Suggested Disadvantaged Business (DBE)
Advertisement for Construction Contractors

Notice to Disadvantaged Businesses

____________________, _______________________________, ____________________, is
(Name of Company) (Address of Company) (Telephone)
seeking disadvantaged businesses for the_____________________________________________
(Name of Loan Recipient)
Project for subcontracting opportunities in the following areas: ___________, ____________,
_____________, _____________
All disadvantaged businesses should contact, IN WRITING, (certified letter, return receipt requested),
___________________________ to discuss the subcontracting opportunities. All negotiations must
(Company Contact Person)
be completed prior to bid opening _________________________.
(Date of Bid Opening)

*The advertisement must clearly state the method of evaluating the proposals or quotations, and the
relative importance attached to each criterion. Bidders must uniformly and objectively evaluate the
proposals submitted by disadvantaged business in response to the advertisement based upon the
evaluation criteria stated in the advertisement. The evaluation criteria must not be restrictive or
exclusionary.
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, 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) 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.

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Project Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person’s Name &amp; Title</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td>Email</td>
</tr>
<tr>
<td>DBE Certified By:</td>
<td>Select One:</td>
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<tr>
<td></td>
<td>MBE</td>
</tr>
<tr>
<td>Prime Contractor Name</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Type of Work to be Performed</th>
<th>Cost Estimate of Work</th>
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</table>

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).

<table>
<thead>
<tr>
<th>Prime Contractor Signature:</th>
<th>Print Name:</th>
</tr>
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<tbody>
<tr>
<td>Date:</td>
<td>Title:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subcontractor Signature:</th>
<th>Print Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date:</td>
<td>Title:</td>
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</tbody>
</table>
### 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.

<table>
<thead>
<tr>
<th>Company Name &amp; Contact Person</th>
<th>Address</th>
<th>Phone No. w/ area code</th>
<th>Email</th>
<th>Proposed Work (supplies, paint, paint etc.)</th>
<th>DBE Status (MBE, WBE, DBE, SBE)</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Check if Hired</td>
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<td>Check if Hired</td>
</tr>
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</table>
Bidder Certification Regarding the Use of American Iron and Steel Products

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. This firm is aware that all iron and steel products used for this project must be produced in the United States per Section 436 (a) – (f) of the Consolidated Appropriations Act, 2014.

3. This firm is aware that the use of American iron and steel products applies to all projects for the construction, alteration, maintenance, or repair of publically owned treatment works (POTW) or public water systems.

4. This firm understands 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.

5. I am aware that this requirement applies to all portions of the project that are subcontracted.

Name of Company _____________________________________________________________

Signature_____________________________________________________________________

Title _________________________________________________________________________

Date _________________________________________________________________________

Corporate Seal (where appropriate)
Requirements Specific to American Iron and Steel

The Consolidated Appropriations Act of 2014 (Public Law 113-76) first included an "American Iron and Steel (AIS)" requirement that requires Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) loan recipients to use iron and steel products that are produced in the United States for projects involving the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through a CWSRF or a DWSRF loan. Guidance is available on USEPA’s website: http://water.epa.gov/grants_funding/aisrequirement.cfm. Waivers from the requirements are available under certain circumstances.

For CWSRF or DWSRF purposes, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- Pipes (lined or unlined) and fittings;
- Manhole Covers;
- Municipal Castings (defined in more detail below);
- Hydrants;
- Tanks;
- Flanges;
- Pipe clamps and restraints;
- Valves;
- Structural steel (defined in more detail below);
- Reinforced precast concrete; and
- Construction materials (defined in more detail below).

For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by costs. The cost should be based on the material costs.

For the purposes of AIS, 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.

For the purposes of AIS, production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, except for metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement,
and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

For AIS, municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

- Access Hatches;
- Ballast Screen;
- Benches (Iron or Steel);
- Bollards;
- Cast Bases;
- Cast Iron Hinged Hatches, Square and Rectangular;
- Cast Iron Riser Rings;
- Catch Basin Inlet;
- Cleanout/Monument Boxes;
- Construction Covers and Frames;
- Curb and Corner Guards;
- Curb Openings;
- Detectable Warning Plates;
- Downspout Shoes (Boot, Inlet);
- Drainage Greats, Frames and Curb Inlets;
- Inlets;
- Junction Boxes;
- Lampposts;
- Manhole Covers, Rings and Frames, Risers;
- Meter Boxes;
- Service Boxes;
- Steel Hinged Hatches, Square & Rectangular;
- Steel Riser Rings;
- Trash receptacles;
- Tree Grates;
- Tree Guards;
- Trench Grates; and
- Valve Boxes, Covers and Risers.

For AIS, structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

For AIS, construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel.” This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable handing systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.
For the purposes of AIS, mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

There are specific requirements for precast concrete to comply with AIS. While reinforced precast concrete may not be at least 50% iron or steel, in this case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered a construction material and must be produced in the US.

**Recordkeeping for Iron and Steel Products:**

**Documenting the Country of Origin for Iron and Steel Products for Loan Programs**

Loan recipients with assistance from their general contractor must be able to verify that products used in their projects comply with the AIS requirements. USEPA recommends loan recipients use a “Step Certification” process to ensure that producers adhere to the AIS requirements. Step certification is a process under which each handler (supplier, fabricator, manufacturer, etc.) of the iron and steel products 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. An example of this type of certification is attached.

Certification could be achieved by other methods such as requiring the final manufacturer, who delivers the iron/steel 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. Examples include: Perry Water Plant on August 3, 2017, or Jankousky Construction Offices on October 5, 2017. 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 made in the USA.”

Regardless of the method, documents regarding the country of origin for iron and steel products should be collected and maintained by all loan recipients. Having a good paper trail is invaluable during an inspection or audit. Information is available at http://www.epa.illinois.gov/topics/grants-loans/water-financial-assistance/state-revolving-fund/guidance/index.
Sample Certification Letter

The following information is provided as a sample letter of step certification for AIS compliance. The completed letter is provided to the construction contractor or loan applicant from the supplier, fabricator, manufacturer, etc. of iron and steel products. Documentation must be provided on company letterhead. If e-mail is used, documents should be scanned so the company letterhead is visible.

<table>
<thead>
<tr>
<th>Company Letterhead</th>
</tr>
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<tbody>
<tr>
<td>Date</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Company Name</td>
</tr>
<tr>
<td>Company Address</td>
</tr>
<tr>
<td>City, State, Zip</td>
</tr>
</tbody>
</table>

Subject: American Iron and Steel Step Certification for Project (xxx **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 is in full compliance with the American Iron and Steel requirements as mandated 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 to the project we will immediately notify the prime contractor and the engineer.

Signed by Company Representative