



SPECIFICATIONS

C,W,&V Company E Mine Shaft Subsidence

AML-IWiE-2516

May 26, 2026

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Project Name: C,W,&V Company E Mine Shaft Subsidence
Project Number: AML-IWiE-2516

DESCRIPTION OF THE PROJECT

The intent of this project is to excavate, stabilize, and remediate unstable subsurface materials beneath a public roadway to prevent continued subsidence of the roadway. Subsidence is believed to be associated with an abandoned mine shaft. Work will include excavation of unsuitable material, pouring a concrete plug, placement of backfill materials, asphalt placement, and restoration of disturbed areas.

LOCATION OF THE PROJECT

The project site is N. Lincoln Street, immediately south of the intersection with W. 1st Street in the City of Braidwood.

SPECIAL NOTES

- 1. Roadway subsidence is believed to be associated with an abandoned mine shaft. The dimensions of the shaft or unknown, and the manner in which the shaft was sunk, filled, or sealed is unknown. It should be noted that additional consolidation, collapse, or failure of material within the shaft is possible. Collapse or failure can happen rapidly, with little or no warning. Therefore, all work within the vicinity of the shaft should be considered dangerous and the Contractor should employ all safety procedures deemed necessary. Mine depth is approximately 95 ft.***
- 2. Subsurface borings have been completed in the immediate vicinity. Logs of these borings have been presented with these specifications. The logs are presented for information purposes only. Conditions encountered when excavating may differ from conditions identified on the boring logs.***

SECTION 10 -SCOPE OF WORK

The scope of work has been developed based on available information and site conditions. Conditions encountered during the project may be different than anticipated and may necessitate that the scope of work be adjusted accordingly. The Contractor shall be prepared to adjust manpower, material, and equipment requirements to accommodate changing conditions and a revised scope of work.

Due to site constraints limited space will be available for storing or stockpiling materials on site. For this reason, material to be incorporated into the work shall not be delivered to the site until needed, and materials to be removed from the site shall be hauled off upon excavation.

The Contractor shall be responsible for traffic control and securing the work site from public access. This includes providing adequate notice of street closure or use restrictions. Lincoln Street will be closed in the immediate vicinity of the project, however 1st Street is to remain open during construction.

An existing 6-inch diameter water supply line is present along the east shoulder of Lincoln Street, and a water service line is present near the eastern sidewalk. These utilities are to remain in place and not be disturbed during excavation and backfilling. Coordination with City of Braidwood personnel will be necessary. Any other utilities that may be present are to be protected during excavation and backfilling.

Excavation at the project site has previously been completed by city personnel. It's reported demolition debris and other debris was encountered during excavation. Excavation extended to the approximate 5 ft depth and the excavation was backfilled with limestone aggregate.

The intent of initial excavation activities will be to locate and identify the shaft footprint. Once the shaft location is determined a concrete plug will be installed to seal the shaft. Excavated materials will be evaluated by the IDNR Project Manager at the time of excavation. Materials within appx 5 ft of ground surface are anticipated to be suitable for reuse and are to be temporarily stockpiled on site. Material beneath the appx 5 ft depth are anticipated to be unsuitable for reuse and are to be hauled off site. If demolition debris or other deleterious materials are encountered, they are to be hauled off site for disposal. Following placement of the concrete plug, the excavation will be backfilled with stockpiled material and purchased aggregate. If deemed necessary, flowable fill and/or clean borrow soil will be used for backfilling. These products may be used in lieu of or in addition to other backfill materials.

Prior to initiating excavation, the anticipated limits of excavation are to be marked and reviewed with the IDNR Project Manager. Similarly, the stockpile location(s) for suitable material is to be reviewed with the IDNR Project Manager and city personnel. Existing oil and chip pavement is to be sawcut prior to excavation.

Project quantities are based on a 25 ft square area being excavated to a 15 ft depth with 2 vertical to 1 horizontal sidewalls. The footprint at the base of the excavation is anticipated to be appx 10 ft square. Concrete plug thickness is anticipated to be appx 5 ft.

The work to be accomplished is further described in the following paragraphs:

- A) **Excavate Material.** Excavate approximately 180 cubic yards of material from the area of concern. The excavation footprint is anticipated to be appx 25 ft square. Excavation to the 15 ft depth is planned but the actual footprint and depth

of excavation will be dependent on conditions encountered. The Contractor shall be prepared to excavate to the 20 ft depth if necessary. Excavated material will be evaluated for reuse when excavated. Material suitable for reuse shall be stockpiled nearby at a location designated by the IDNR Project Manager. Material unsuitable for reuse shall be hauled off site at the time of excavation.

This item will be paid for per the cubic yard of material excavated. Measurement of quantity will be based on physical measurements of the excavation (width, length, and depth), or other means as mutually agreeable between the Contractor and the IDNR Project Manager.

- B) **Dispose of Unsuitable Material.** Approximately 60 cy of unsuitable material is anticipated to be excavated. This material shall be disposed of offsite in accordance with Section 84.1 requirements. Unsuitable material is anticipated to be saturated ‘muck-like’ soil or fine sand which is not suitable for reuse. Material deemed unsuitable for reuse shall be placed in dumpsters, trucks, or similar upon excavation and transported off site. These materials shall not be stockpiled on site.

This item will be paid for per the cubic yard of unsuitable material transported offsite. Measurement of quantity will be based on physical measurements of the excavation (width, length, and depth), or other means as mutually agreeable between the Contractor and the IDNR Project Manager.

- C) **Dispose of Demolition Debris.** Approximately 25 tons of demolition debris may be excavated. This material shall be disposed of offsite in accordance with Section 84.1 requirements. Demolition debris is anticipated to be construction related debris such as metal, wood, concrete remnants, brick, and other items. Putrescible waste is not expected to be encountered. Material deemed to be demolition debris shall be placed in dumpsters, trucks, or similar upon excavation and transported off site. These materials shall not be stockpiled on site.

This item will be paid for per ton of unsuitable material transported offsite for disposal. Measurement of quantity will be based on weight ticket(s) from the location of disposal, or other means as mutually agreeable between the Contractor and Project Manager.

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- D) **Furnish and Install Concrete.** Furnish and install approximately 30 cy of IDOT Class SI concrete. Material shall conform to IDOT Standard Specification 1020.04, with a 6-inch to 8-inch slump. The intent of this work is to create a trapezoidal shaped concrete plug that is keyed into and made integral with the existing shaft liner, if exposed. The concrete is to be placed into the excavation and will not be allowed to drop more than 6 ft. The Contractor may, at his discretion, employ such means as tremmies, chutes, pumps, or other approved techniques to properly place the material. The Contractor shall make all reasonable attempts to place the material into the bottom of the excavation in such a manner that it flows into the excavation without collapsing the surface soils. The

concrete will be placed to a thickness designated by the IDNR Project Manager but anticipated to be approximately 5 ft (10 ft to 15 ft below ground surface). The concrete shall be allowed to cure for 2 days before continuing backfilling of the excavation.

This item will be paid for per the cubic yard of concrete placed within the excavation. Measurement of quantity will be based on delivery tickets from the material supplier.

- E) **Install Stockpiled Material.** After the concrete plug has cured, install approximately 95 cubic yards of stockpiled material. Backfill material shall be placed in 12-inch lifts and compacted as completely as possible after each lift. Compaction can be completed using a backhoe bucket, mechanical tamper, sheep's foot roller, or tracked in with construction equipment. All compaction efforts shall be to the satisfaction of the IDNR Project Manager.

This item will be paid for per the cubic yard of stockpiled material placed back into the excavation. Measurement of quantity will be based on physical measurements of the excavation prior to placement (width, length, and depth), or other means as mutually agreeable between the Contractor and the IDNR Project Manager.

- F) **Furnish & Install Aggregate.** After placement of stockpiled material, install approximately 100 tons of IDOT CA6 aggregate within the roadway footprint to bring the backfill level to within 3 inches of finished grade. The aggregate shall be placed in 12-inch lifts and compacted as completely as possible after each lift. Compaction can be completed using a backhoe bucket, mechanical tamper, sheep's foot roller, or tracked in with construction equipment. All compaction efforts shall be to the satisfaction of the IDNR Project Manager.

This item will be paid for per ton of aggregate placed within the excavation. Measurement of quantity will be based on weight tickets from the material supplier.

- G) **Furnish & Install Asphalt Pavement.** Furnish and install approximately 70 sy of asphalt pavement to re-establish the roadway surface. Material shall conform to IDOT Standard Specifications, and the hot mix asphalt shall have a minimum 3-inch thickness. The hot asphalt shall be placed in a uniform lift(s) and rolled with a smooth drum roller to create a smooth and uniform pavement. The finished asphalt pavement shall be flush with adjacent pavement at the sawcut edges.

This item will be paid for per the square yard of asphalt pavement installed. Measurement of quantity will be based on physical measurements of placed asphalt.

- H) **Furnish and Install CLSM.** Furnish and install approximately 16 cy of controlled low strength material (CLSM) at the discretion of the IDNR Project Manager. Material shall conform to IDOT Standard Specification 1019.05 Mix 3. The CLSM is to be placed into the excavation and will not be allowed to drop more than 6 ft. The Contractor may, at his discretion, employ such means as tremmies, chutes, pumps, or other approved techniques to properly place the material. The Contractor shall make all reasonable attempts to place the material into the bottom of the excavation in such a manner that it flows into the void without collapsing the surface soils. The CLSM shall be allowed to cure for 24 hours before continuing backfilling of the excavation.

This item will be paid for per the cubic yard of CLSM placed within the excavation. Measurement of quantity will be based on delivery tickets from the material supplier.

- I) **Furnish & Place Borrow Soil.** Furnish & place 30 cy of borrow soil at the discretion of the IDNR Project Manager. Borrow soil shall be provided as necessary to backfill those portions of the excavation outside the roadway footprint. Borrow soil shall be provided in accordance with Section 84.1 requirements. The Contractor shall locate and identify a suitable borrow source. The borrow source shall not disturb prime or unique farmland. Borrow soil shall be cohesive soil free of rock fragments and other deleterious materials. The borrow source and borrow soil will be subject to the IDNR Project Manager's approval.

This item will be paid for at the cubic yard price for furnishing and placing borrow soil. Measurement of quantity will be based on physical measurements, truck volumes, delivery tickets, or other means as mutually agreeable between the Contractor and the IDNR Project Manager.

- J) **Install Shaft Marker.** A shaft marker shall be installed at a location designated by the IDNR Project Manager. Installation shall be completed in accordance with the attached drawing, with exception the marker will likely be installed flush with finished ground surface. The brass tablet will be provided by the IDNR Project Manager. This item will be paid for each marker properly installed.

- K) **Mobilization/Demobilization.** This work item shall include all costs incurred by the Contractor during the project necessary to facilitate material and equipment transport to the project site and repair any damages caused by the Contractor related to project implementation. This work item shall also include the following tasks:

- Providing proper traffic control, barricades, and signage to warn and protect the public from accessing the project site.
- Pumping water from the excavation if deemed necessary to complete excavation activities.

- Cleaning mud from public roadways and maintaining safe travel pathways to and from the site.
- Restoring disturbed areas outside the roadway footprint to pre-construction conditions. Restoration shall include items such as rut filling; and seeding, fertilizing, and mulching. Seeding shall be with a lawn mix at the rate of 100 lbs/acre Kentucky Blue Grass, 60 lbs of Perennial Rye, and 40 lbs of Creeping Red Fescue. Seeded areas shall be fertilized at the rate of 100 lbs of Nitrogen, 200 lbs of Phosphorus, and 300 lbs of Potassium per acre, and mulched at the rate of 2 tons/per acre.

This work will be paid for at the lump sum price for mobilization and demobilization. ***The cost for mobilization and demobilization shall not exceed more than 20% of the total bid price.***

STARTING DATE OF THE CONTRACT

Work on the project shall commence within 30 calendar days of notice to proceed from IDNR, however the work (including mobilization) shall not commence prior to July 20, 2026. The Contractor shall contact the Department to notify the Department of the anticipated construction schedule.

CONSTRUCTION ENDING DATE

Work on the project shall be substantially completed within 14 calendar days of the start of work. Substantial completion includes but is not limited to excavation, backfilling, and opening the street for public use. Remaining work associated with specification provisions, including but not limited to installation of asphalt pavement, seeding, fertilizing, and mulching shall be completed within 30 calendar days of the start of work.

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

CONTRACT ENDING DATE

This contract shall end 90 calendar days after execution of the contract.

SECTION 80 – GENERAL REQUIREMENTS AND COVENANTS

81 - ADDENDUMS

The latest edition of "Standard Specifications for Road and Bridge Construction," by the Illinois Department of Transportation; as amended and supplemented by the "Supplemental Specifications and Recurring Special Provisions," (hereinafter referred to collectively as "Standard Specifications"), are incorporated by reference and made a part of this specification. (The Standard Specifications can be purchased from the Illinois Department of Transportation.)

In the application of the Standard Specifications to this Contract, references to the Department of Transportation shall be interpreted to mean the Department of Natural Resources, Office of Mines and Minerals, Division of Abandoned Mined Lands Reclamation.

82 - DEFINITION OF TERMS

Engineer - The Director of the Department of Natural Resources of the State of Illinois, or his authorized representative limited by the particular duties entrusted to him. The terms Project Inspector and Project Manager are synonymous with Engineer.

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

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

Slurry - A mixture of coal fines and fine coal waste material resulting from a coal cleaning process. This material is composed of water, silts, clays, pyritic material and coal. The material varies considerably in its moisture content, stable angle of repose, shear strength and bearing capacity.

Clay soil - A naturally occurring soil, classified by AASHTO as A-6 or as CL under the Unified Classification.

Mine refuse - This is a mixture of gob, naturally occurring surface soils, and debris in varying compositions.

Suitable Fill- This shall be all material classified by the Project Inspector as having desirable fill characteristics.

Unsuitable Fill Material- This shall be all material classified by the Project Inspector as having undesirable characteristics for refilling the excavation.

Clean Soil Fill - This shall be that part of Suitable Fill material, which is classified by the Project Inspector as having desirable soil characteristics and being as reasonably free of foreign or deleterious matter.

Non-Clean Soil Fill - This shall be that part of Suitable Fill material which has not been classified as Clean Soil Fill by the Project Inspector.

Debris - This is material that is not suitable for use in project activities.

83 - BIDDING REQUIREMENTS AND CONDITIONS

It shall be the responsibility of the Contractor to visit the project site in order to become fully acquainted with all the details pertaining to the project. When the Plans or Specifications include information pertaining to subsurface exploration, borings, test pits and other preliminary investigation, such information represents the best knowledge of the Department as to the location, character or quantity of the materials encountered and is only included for the convenience of the bidder. The Department assumes no responsibility whatever in respect to the sufficiency or accuracy of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or that unanticipated developments may not occur.

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

ILLINOIS BIDBUY PROCUREMENT SYSTEM

All contractors planning to submit a bid are required to register in BidBuy. **Registration must be completed prior to the bid submittal date and time.**

BidBuy is the electronic procurement system being used by agencies under the jurisdiction of the Chief Procurement Officer for General Services. With the

implementation of BidBuy, some procurement processes have changed. In some instances, BidBuy entirely replaces the State's previous procurement processes. In others, the past instruction or process remains unchanged or is augmented by BidBuy. The State continues to accept bids submitted entirely on paper.

Please follow this link to login: <https://www.bidbuy.illinois.gov/bs/>

For help with your login or registration contact BidBuy Vendor Services by phone 866-455-2897 or email il.bidbuy@illinois.gov

For online help documents and videos:

<https://www.illinois.gov/cpo/PathwayToProcurement/Pages/BidBuy.aspx>

OSMRE APPLICANT VIOLATOR SYSTEM

The successful bidder will be required to complete an Abandoned Mine Land (AML) Contractor Information Form (OMB 1029-0119) certifying or updating information in the Office of Surface Mining Reclamation and Enforcement (OSMRE) Applicant Violator System (AVS). If the successful bidder is not already registered in AVS the contractor shall provide business ownership information as indicated on the form. This form shall be completed and executed prior to commencement of the work. If a contractor is deemed ineligible for performing AML reclamation work the next lowest bidder may be utilized, at the discretion of the Project Manager, to complete the work.

~~SUBMITTAL OF BIDS~~

~~The bid sheet for this project is included as the last page of the bid package with the date and time listed for which bids are due. This bid sheet must be used in submittal of bids. Acceptable transmittal of bids includes hand delivery, e-mail, or standard mail to the following office:~~

~~Illinois Department of Natural Resources
Office of Mines and Minerals
Abandoned Mined Lands Reclamation Division
Box 1459, Room 1302
Edwardsville, IL 62026
Phone: (618)650-3197
e-mail: David.Kimmle@illinois.gov~~

~~Bids will not be opened or read until the letting date and time. The winning bidder will be required to submit the original signed completed bid sheet to IDNR prior to contract award.~~

84 - GENERAL MATERIAL AND WORK REQUIREMENTS

84.1 - Materials

Material removed from the project site will be classified by the IDNR Project Manager as Unsuitable Material or Demolition Debris. Unsuitable Material may be removed to a disposal site which is convenient to the Contractor and which is subject to the IDNR Project Manager's approval. Demolition Debris is to be disposed of in a State of Illinois approved landfill or a location approved by the IDNR Project Manager according to State of Illinois rules and regulations. Salvage of materials will be allowed only on an approved basis.

All soil furnished is to be approved by the IDNR Project Manager and clean and free of non-soil matter (i.e. tree limbs, cans, bricks, etc.). All earthen backfill materials are to be placed in 12-inch lifts and compacted as completely as possible after each lift. Compaction can be accomplished using a backhoe bucket or mechanical tamper unless specified by contract provisions. The Contractor must provide the location and documentation that the soil backfill was obtained from a quarry, an existing construction site, or other approved borrow location. A precise USDA soil series description of the soil to be used as fill is to be provided. The borrow location shall be subject to the IDNR Project Manager's approval. **Prime and Unique soils are not allowable** as fill material.

84.2 - Measurement for Payment

All quantities shall be measured as in-place quantities for payment unless specified otherwise by contract provisions.

84.3 - Mobilization/Demobilization

Mobilization/demobilization is to include all work necessary to gain access and egress to the work site and to repair all project-related property damages upon completion unless specified otherwise by the Project Manager or specification provisions. Demobilization shall include the cost of restoration and revegetation unless specified otherwise by contract provisions.

84.4 - Interpretations

The Contractor shall make interpretations of the surface and subsurface conditions which may affect methods or cost of execution of the work, and herein agrees to make no claim for damage or compensations should the Contractor find conditions during the progress of the work different from those calculated and/or anticipated.

84.5 - Drainage

The site shall be maintained so that it will be well drained at all times. If, during the prosecution of the work, it is necessary to interrupt existing sewer or underdrainage, temporary drainage facilities shall be provided until the permanent drainage work has been completed. Such temporary drainage facilities will be considered incidental to the contract.

The Contractor shall be responsible for and shall take all necessary precautions to preserve and protect all existing tile drains, sewers and other sub-surface drains or parts thereof which may be affected by his operations, and which may be continued in use without change. He shall repair, at his own expense, any and all damage to such drainage facilities resulting from negligence on his part.

84.6 - Existing Pavements

Public roadways may be used for construction traffic as long as weight limits and other applicable use requirements are followed. The Contractor shall provide temporary additional roads needed for required construction access, maintain existing roads throughout construction, and restore to original or better condition at completion of work.

All asphalt that is damaged or removed to facilitate construction activities shall be repaired. Repair includes clean cut damage areas and asphalt replacement in such a manner so that the repair areas conform to adjacent areas in a functional and aesthetically pleasing manner. Repaired areas shall be of an equivalent thickness and type as the original and shall be rolled smooth. All work associated with this item shall be considered incidental to the contract unless explicitly covered by specification provisions.

All concrete work including, but not limited to, driveways, sidewalks, curbs, gutters, and foundations which are damaged or removed to facilitate construction activities shall be repaired. Repaired areas shall be functionally equivalent and aesthetically pleasing. Repaired areas shall be of an equivalent thickness and type as the original. All work associated with this item shall be considered incidental to the contract unless explicitly covered by specification provisions.

84.7 - Base and Topping Materials

For temporary construction which will be removed when no longer needed for construction purposes, and all affected areas restored to original or better condition at the completion of work, the selection of these materials is at the Contractor's option, unless otherwise specified.

84.8 - Owner Occupancy

Projects involving residential property typically include Owners that continue to occupy premises during the entire construction period. The Contractor shall cooperate with Owners in scheduling operations to minimize conflict and to facilitate Owner's usage.

84.9 - Temporary Controls

A. Dust and Mud Control:

The Contractor shall provide positive methods and apply dust control materials to minimize raising dust from construction operations, and provide positive means to prevent air-borne dust from dispersing into the atmosphere. All work associated with this item shall be considered incidental to the contract unless explicitly covered by specification provisions.

B. Debris Control:

The Contractor shall initiate and maintain a specific program to prevent accumulation of debris at the construction site, storage and parking areas, or along access roads and haul roads. All work associated with this item shall be considered incidental to the contract unless explicitly covered by specification provisions.

C. Pollution Control:

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

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

actions. The Contractor shall maintain all such systems throughout the duration of the project.

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

Any water encountered, which is discharged into drainage areas, shall be treated if necessary to meet IEPA Mine Discharge Standards. Any cost for this shall be considered incidental unless specified otherwise in contract provisions.

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

84.10 - Responsibility of the Contractor

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

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

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

84.11 - Underground Utilities and Other Obstructions

It shall be the sole responsibility of the Contractor to locate and avoid all underground utilities, facilities, and other structures and obstructions and for that

purpose shall employ all necessary precautions and methods to insure avoidance of and/or damage to such underground conditions. In the event such damage does occur, the Contractor shall be solely liable, therefore, and shall notify the affected owner and the project manager immediately, and make or have made all necessary repairs and bear the expense thereof and all resulting damage caused thereby.

85 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

85.1 - Protection and Restoration of Property

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

1. Written request from the Contractor, due to the limitations of the construction area as it affects his efficiency to complete the contract.
2. If the Project Manager deems it necessary to deviate from the project site, as provided herein, to improve the workability of the contract.

85.2 - Insurance

The Contractor shall obtain and thereafter keep in force the following insurance coverage provided by insurance companies acceptable to the Department and authorized to transact business under the laws of the State of Illinois. Coverage limits shall be written at not less than the minimum specified in this Article. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the contract. Whether stated in this Article or elsewhere, the Department does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.

The Illinois Department of Natural Resources and the City of Braidwood, IL shall be named as additional insureds.

(a) Workers Compensation and Employers Liability

Workers compensation shall be provided in accordance with the provisions of the Illinois Worker's Compensation Act, as amended.

(b) Commercial General Liability

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

- (1) \$1,000,000 Combined Single Limit
- (2) \$1,000,000 Property Damage - each occurrence
\$2,000,000 Property Damage - aggregate
- (3) \$1,000,000 Bodily Injury - each occurrence

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

(c) Comprehensive Automobile Liability

- (1) \$1,000,000 Bodily Injury – combined single limit including owned, non-owned, and hired motor vehicle
- (2) \$1,000,000 Property Damage – combined single limit including owned, non-owned, and hired motor vehicle
- (3) \$1,000,000 Combined single limit

(d) Umbrella Liability

Any policy shall provide excess limits over and above the other insurance limits stated in this Article. The Contractor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

When work is to be performed within *railroad right-of-ways*, the requirements of Article 107.11 of the Standard Specifications will also apply.

All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remaining in effect during performance of the work and at all times thereafter when the Contractor may be

correcting, removing or replacing defective work until notification of the date of final inspection. Termination or refusal to renew shall not be made without 30 days prior written notice to the Department by the insured(s) and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

Certified copies of the original policies or certificate(s) of insurance by the insurer(s) issuing the policies and endorsements setting forth the coverage, limits and endorsements shall be filed with the Department before the Department will execute the contract. In no event shall any failure of the Department to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance.

All costs for insurance as specified herein will be considered as included in the cost of the contract. The Contractor shall, at its own expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from its obligation to indemnify in excess of the coverage in accordance with the contract.

85.3 – Indemnification and Liability

The Contractor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgements, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by the Contractor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from the Contractor's negligent performance; (c) any act, activity or omission of the Contractor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under the scope of work infringe, misappropriate, or otherwise violate any intellectual property rights of a third party.

85.4 - Limitation on Mechanics Liens

The owners and tenants of private property involved in Abandoned Mined Land (AML) projects are not responsible to the Contractor, nor to any subcontractor, material supplier, operator or laborer for any of the costs or expenses of the reclamation work. AML projects are undertaken pursuant to the Abandoned Mined Lands and Water Reclamation Act for the protection of the public health and safety and/or protection of the environment. Project design, contracting, and payment are the sole responsibility of the Department.

In the event of a contract dispute, the Contractor's remedies shall be limited to those provided in the Contract and to claims or actions to be brought against the Department in the Illinois Court of Claims, pursuant to the Court of Claims Act (Ill. Rev. Stat 1991, ch. 37, par. 439.1 et. seq.). The Contractor shall not place any mechanics liens against any private property involved in the reclamation project.

Subcontractors, material suppliers, operators, and laborers remedies for non-payment include all legal actions against the Contractor, claims and actions brought against the Contractor's surety under the contract performance and payment bond, and claims for "Liens Against Public Funds" as provided in paragraph 23(c) of the Mechanics Lien Act. Subcontractors, material suppliers, operators, and laborers shall have no rights in regard to liens against private property.

The Contractor shall cause the terms of this Special Provision to be included in all subcontracts.

86 - PROSECUTION OF WORK

The Contractor shall at all times prosecute the work diligently and in a workmanlike manner, with suitable and adequate equipment and personnel and with a minimum of damage and disturbance. The Contractor shall maintain a protective barrier around the affected area during non-working hours.

In the event that the Contractor fails to complete all work within the time specified, or within such extra time as may have been allowed by extensions, the Contractor shall be liable to the Office and Mines and Minerals in the amount specified in the table below for each calendar day for each day of overrun in contract time or such extended time as may have been allowed. Such liability shall be considered not as a penalty but as liquidated damages. The Office and Mines and Minerals may withhold such amounts for which the Contractor is liable from such sums as may be due the Contractor under the terms of the agreement.

<u>Original Contract Amount</u>		<u>Daily Charge</u>
From More Than	To and Including	Calendar Day
\$ 0	\$ 100,000	\$ 475
\$ 100,000	\$ 500,000	\$ 750
\$ 500,000	\$ 1,000,000	\$ 1,025
\$ 1,000,000	\$ 3,000,000	\$ 1,275
\$ 3,000,000	\$ 6,000,000	\$ 1,425

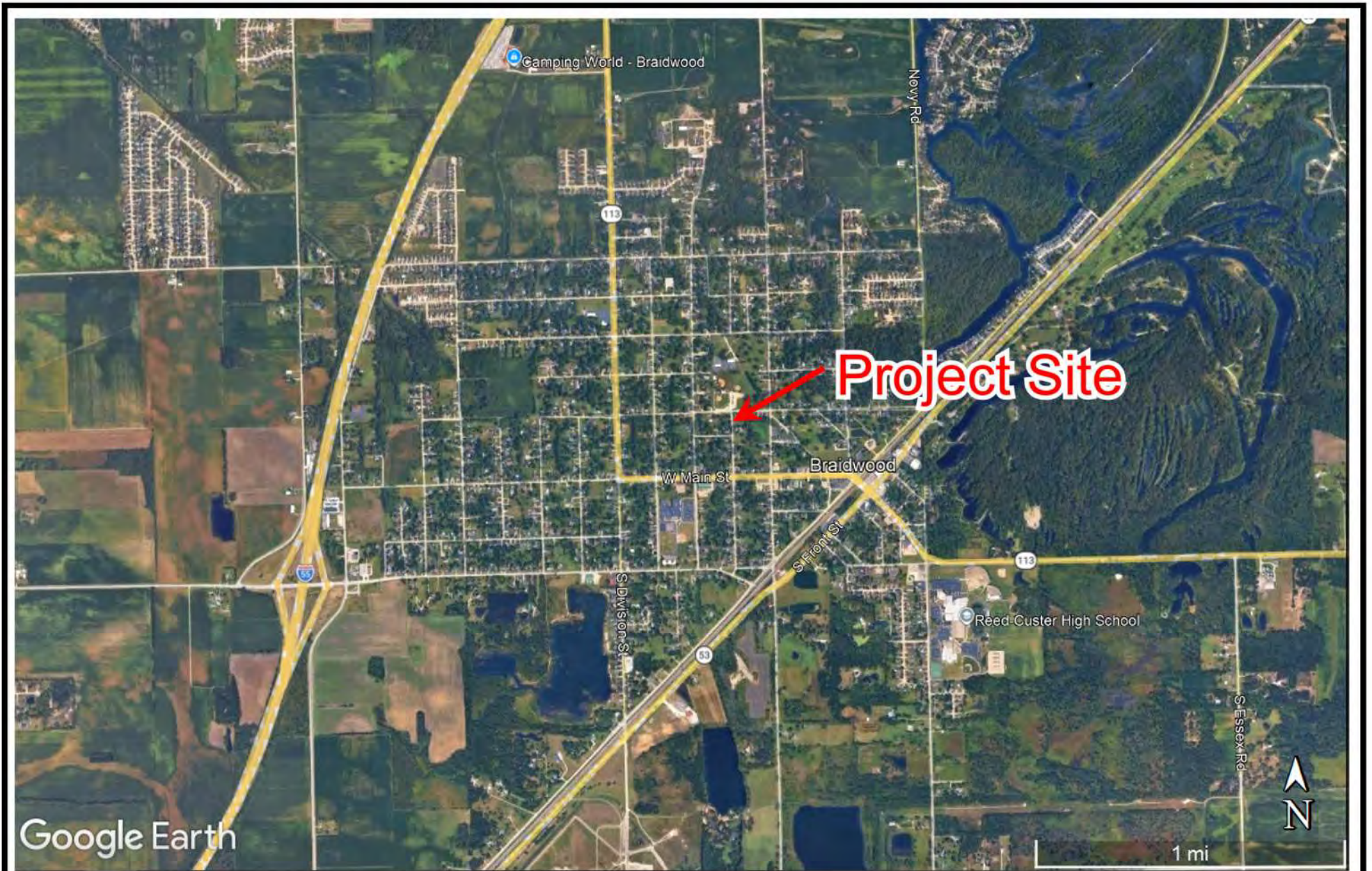
87 - ACCOUNTING REQUIREMENTS

87.1 Payments to the Contractor

Payments shall be made to the Contractor at the rate of actual units used times the unit price bid except for "lump sum" price items. They shall be paid at the lump sum price bid. The Contractor shall furnish weight, volume, and quantity receipts to document units used.

The Contractor further represents that he will comply with the Illinois prevailing wage law and pay workers in accordance with the prevailing rates set forth by the Illinois Department of Labor. The Contractor shall provide to the Office and Mines and Minerals, along with each invoice for payment, a certified payroll for the billing period and material and quantity receipts for units used. The Office and Mines and Minerals may withhold payment of any invoice until such time as all necessary documents as required by contract provisions have been provided to the Office and Mines and Minerals.

The Contractor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, the Contractor may request the state tax exemption number and federal tax exemption information.



Midwest Engineering and Testing, Inc.

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Figure 1 - Vicinity Map

Drilling Services
195 N. Lincoln Street
Braidwood, Illinois

SCALE: Shown Above

PROJECT NO.: B63032

DATE: March 26, 2026

DRAWN BY: PAH



Midwest Engineering and Testing, Inc.

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Figure 2 - Boring Location Diagram

Drilling Services
195 N. Lincoln Street
Braidwood, Illinois

SCALE: Shown Above

PROJECT NO.: B63032

DATE: March 26, 2026


DRAWN BY: PAH

SOIL BORING LOG

MET Midwest Engineering and Testing, Inc.

Project Name: DNR Mine Shaft
 Location: North Lincoln Street
 Braidwood, Illinois

Boring: B-1
 Project No. : B63032
 Date of Boring: April 22, 2026
 Field Representative: Jake and Derek

VISUAL SOIL CLASSIFICATION	Feet	Sample No.	N	Q _p (tsf)	Q _u (tsf)	MC (%)	Dd (pcf)	Remarks
Crushed Limestone	5	1-AU	-	-	-	2	-	 Drilling: 7.5 ft.
		2-SS	10	-	-	6	-	
		3-SS	6	-	-	5	-	
Brown and gray sandy CLAY (CL)	10	4-SS	4	-	-	38	-	
Brown and gray sandy CLAY (CL) with gravel and coal fragments		5-SS	2	-	-	20	-	
	Dark brown fine-coarse silty SAND (SM) with coal fragments	6-SS	Weight of Hammer	-	-	30	-	
7-SS		Weight of Hammer	-	-	46	-		
Wood chunks and silty CLAY (CL)	20	8-SS	2	-	-	305	-	
		9-SS	2	-	-	96	-	
END OF BORING @ 21.5 FEET	25							


Lines of Demarcation represent an approximate boundary between soil types. Variations may occur between sampling intervals and between boring locations, and the transition may be gradual. Dashed lines are indicative of potentially erratic or unknown changes, such as fill-to-natural soil zone transitions.

SOIL BORING LOG

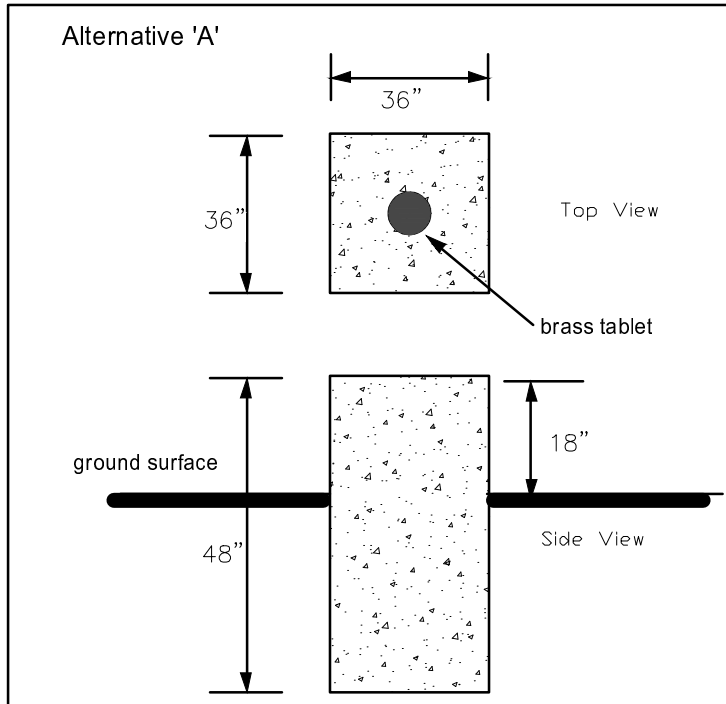
MET Midwest Engineering and Testing, Inc.

Project Name: DNR Mine Shaft
 Location: North Lincoln Street
 Braidwood, Illinois

Boring: B-2
 Project No. : B63032
 Date of Boring: April 22, 2026
 Field Representative: Jake and Derek

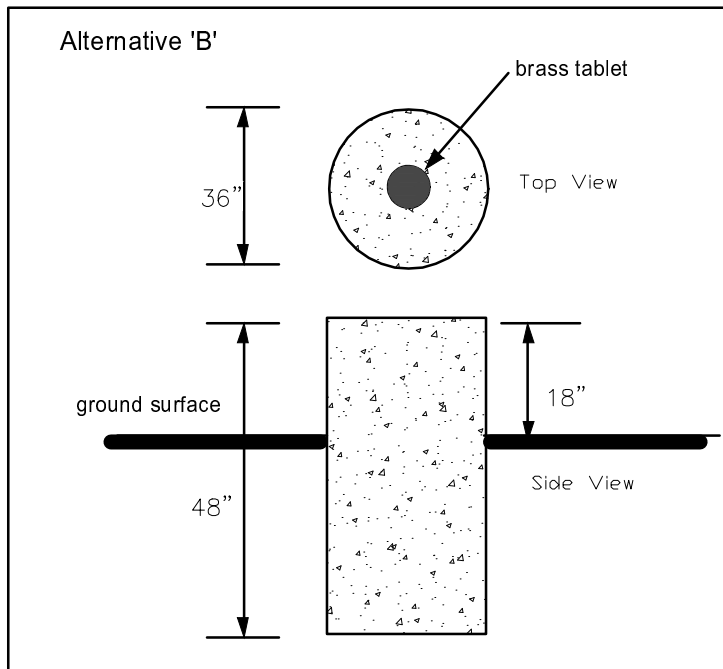
VISUAL SOIL CLASSIFICATION	Feet	Sample No.	N	Q _p (tsf)	Q _u (tsf)	MC (%)	Dd (pcf)	Remarks
3" Topsoil		1-AU	-	1.8	-	28	-	 Drilling: 8 ft.
Black COAL fragments								
Brown fine SAND (SP)	5	2-SS	6	-	-	15	-	
		3-SS	7	-	-	20	-	
		4-SS	9	-	-	23	-	
	10	5-SS	15	-	-	23	-	
		6-SS	8	4.3	1.0	24	98	
Gray silty CLAY (CL)	15	7-SS	5	3.8	-	31	-	
		8-SS	9	3.0	-	29	-	
Gray silty CLAY (CL) with sand trace gravel - Till	20	9-SS	14	3.0	2.2	11	-	
END OF BORING @ 21.5 FEET	25							

Lines of Demarcation represent an approximate boundary between soil types. Variations may occur between sampling intervals and between boring locations, and the transition may be gradual. Dashed lines are indicative of potentially erratic or unknown changes, such as fill-to-natural soil zone transitions.



Notes:

- 1.) The contractor shall furnish and install a shaft marker as designed in either alternative 'A' or 'B' unless specified otherwise in the specifications and special provisions.
- 2.) The marker shall be constructed of ready mix concrete, 6 bag mix, 3 inch slump.
- 3.) The brass tablet which will be furnished to the contractor by the department shall be embedded into the concrete when placed.
- 4.) All exposed surfaces of the marker shall be smooth.
- 5.) The marker shall be placed in a location specified by the project inspector.



Detail "Shaft Marker"