

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

PREQUALIFICATION

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHO CAN BID ?

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

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

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

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

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

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

IDOT is not responsible for any e-mail related failures.

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

Technical Questions about downloading these files may be directed to Tim Garman (217)524-1642 or garmantr@dot.il.gov.

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

| Questions Regarding | Call |
|--|---------------|
| Prequalification and/or Authorization to Bid | (217)782-3413 |
| Preparation and submittal of bids | (217)782-7806 |
| Mailing of plans and proposals | (217)782-7806 |
| Electronic plans and proposals | (217)524-1642 |

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

88

RETURN WITH BID

| |
|-----------------------|
| Proposal Submitted By |
| Name |
| Address |
| City |

Letting November 18, 2005

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

NOTICE TO PROSPECTIVE BIDDERS
 This proposal can be used for bidding purposes
 by only those companies that request and receive
 written AUTHORIZATION TO BID from IDOT's
 Central Bureau of Construction.
 (SEE INSTRUCTIONS ON THE INSIDE OF COVER)

Notice To Bidders, Specifications, Proposal, Contract and Contract Bond



Illinois Department
of Transportation

Springfield, Illinois 62764

Contract No. 76950
ST. CLAIR County
Section 27-1DM
District 8 Construction Funds
Route FAP 103

PLEASE MARK THE APPROPRIATE BOX BELOW:

A Bid Bond is included.

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

Plans Included
Herein

| | |
|-------------|---|
| Prepared by | S |
| Checked by | |

(Printed by authority of the State of Illinois)

INSTRUCTIONS

ABOUT IDOT PROPOSALS: All proposals issued by IDOT are potential bidding proposals. Each proposal contains all Certifications and Affidavits, a Proposal Signature Sheet and a Proposal Bid Bond required for Prime Contractors to submit a bid after written **Authorization to Bid** has been issued by IDOT's Central Bureau of Construction.

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

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

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

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

Contract No. 76950
ST. CLAIR County
Section 27-1DM
Route FAP 103
District 8 Construction Funds

Demolition of two buildings along with grading and seeding located on IL Route 13/15 from Greenmount Road to Rogers Drive in Freeburg.

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

RETURN WITH BID

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

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

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

Schedule of Combination Bids

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

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

8. **CERTIFICATE OF AUTHORITY.** The undersigned bidder, if a business organized under the laws of another State, assures the Department that it will furnish a copy of its certificate of authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish the certificate within the time provided for execution of an awarded contract may be cause for cancellation of the award and forfeiture of the proposal guaranty to the State.

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER - 76950

State Job # - C-98-117-05
 PPS NBR - 8-88970-0200
 County Name - ST CLAIR - -
 Code - 163 - -
 District - 8 - -
 Section Number - 27-1DM

Project Number

Route
 FAP 103

| Item Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|-------------|----------------------|-----------------|----------|---|------------|---|-------------|
| Z0007601 | BLDG REMOV NO 1 | L SUM | 1.000 | | | | |
| Z0007602 | BLDG REMOV NO 2 | L SUM | 1.000 | | | | |
| Z0049902 | R&D NON-FR ASB BLD 2 | L SUM | 1.000 | | | | |
| 25000200 | SEEDING CL 2 | ACRE | 0.500 | | | | |
| 25100115 | MULCH METHOD 2 | ACRE | 0.500 | | | | |
| 67100100 | MOBILIZATION | L SUM | 1.000 | | | | |

CONTRACT NUMBER

76950

THIS IS THE TOTAL BID

\$ _____

NOTES:

- 1. Each PAY ITEM should have a UNIT PRICE and a TOTAL PRICE.**
- 2. The UNIT PRICE shall govern if no TOTAL PRICE is shown or if there is a discrepancy between the product of the UNIT PRICE multiplied by the QUANTITY.**
- 3. If a UNIT PRICE is omitted, the TOTAL PRICE will be divided by the QUANTITY in order to establish a UNIT PRICE.**
- 4. A bid may be declared UNACCEPTABLE if neither a unit price nor a total price is shown.**

RETURN WITH BID

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

I. GENERAL

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

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

C. In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for termination of the contract and the suspension or debarment of the bidder.

II. ASSURANCES

A. The assurances hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

B. Felons

1. The Illinois Procurement Code provides:

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

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-10.

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

The current salary of the Governor is \$150,700.00. Sixty percent of the salary is \$90,420.00.

RETURN WITH BID

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

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

E. Inducements

1. The Illinois Procurement Code provides:

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

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

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

H. Confidentiality

1. The Illinois Procurement Code provides:

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

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

RETURN WITH BID

I. Insider Information

1. The Illinois Procurement Act provides:

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

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

III. CERTIFICATIONS

A. The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous certification, and the surety providing the performance bond shall be responsible for completion of the contract.

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

(d) Certification. Every bid submitted to and contract executed by the State shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

C. Educational Loan

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

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

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

D. Bid-Rigging/Bid Rotating

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

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

RETURN WITH BID

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

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

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

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

E. International Anti-Boycott

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

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

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

F. Drug Free Workplace

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

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

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

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

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

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

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

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

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

G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

The contractor or bidder certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code provides:

Section 50-60(c).

The contractor certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid or contract. The contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.

I. ADDENDA

The contractor or bidder certifies that all relevant addenda have been incorporated in to this contract. Failure to do so may cause the bid to be declared unacceptable.

J. Section 42 of the Environmental Protection Act

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

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

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

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

TO BE RETURNED WITH BID

IV. DISCLOSURES

A. The disclosures hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous disclosure, and the surety providing the performance bond shall be responsible for completion of the contract.

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Illinois Procurement Code provides that all bids of more than \$10,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act.

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

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

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

C. Disclosure Form Instructions

Form A: For bidders that have previously submitted the information requested in Form A

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may sign the following certification statement indicating that the information previously submitted by the bidder is, as of the date of signature, current and accurate. The Certification must be signed and dated by a person who is authorized to execute contracts for the bidding company. Before signing this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder signs the Certification, the Bidder should proceed to Form B instructions.

CERTIFICATION STATEMENT

I have determined that the Form A disclosure information previously submitted is current and accurate, and all forms are hereby incorporated by reference in this bid. Any necessary additional forms or amendments to previously submitted forms are attached to this bid.

(Bidding Company)

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

Form A: For bidders who have NOT previously submitted the information requested in Form A

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

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES ___ NO ___
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$90,420.00? YES ___ NO ___
3. Does anyone in your organization receive more than \$90,420.00 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES ___ NO ___
4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$90,420.00? YES ___ NO ___

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

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

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

Form B: Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted by the bidding entity. It must be signed by an individual who is authorized to execute contracts for the bidding entity. *Note: Signing the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, signed and dated or the bidder may be considered nonresponsive and the bid will not be accepted.*

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

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

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

D. Bidders Submitting More Than One Bid

Bidders submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. Please indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms by reference.

- The bid submitted for letting item _____ contains the Form A disclosures or Certification Statement and the Form B disclosures. The following letting items incorporate the said forms by reference:

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**Form A
Financial Information &
Potential Conflicts of Interest
Disclosure**

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

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

DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than \$90,420.00 (60% of the Governor's salary as of 7/1/01). **(Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)**

FOR INDIVIDUAL (type or print information)

NAME: _____

ADDRESS _____

Type of ownership/distributable income share:

stock _____ sole proprietorship _____ Partnership _____ other: (explain on separate sheet):
% or \$ value of ownership/distributable income share: _____

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

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

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

1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois Toll Highway Authority? Yes ___ No ___

2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name the State agency for which you are employed and your annual salary. _____

RETURN WITH BID/OFFER

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No ___
4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes ___ No ___

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

Yes ___ No ___

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

1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority? Yes ___ No ___
2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60 % of the Governor's salary as of 7/1/01) provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. _____
-
3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the salary of the Governor as of 7/1/01) are you entitled to receive (i) more then 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No ___
4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

RETURN WITH BID/OFFER

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

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

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

APPLICABLE STATEMENT

This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page.

Completed by: _____
Name of Authorized Representative (type or print)

Completed by: _____
Title of Authorized Representative (type or print)

Completed by: _____ Date _____
Signature of Individual or Authorized Representative

NOT APPLICABLE STATEMENT

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

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

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative Date _____

RETURN WITH BID/OFFER

ILLINOIS DEPARTMENT
OF TRANSPORTATION

Form B
Other Contracts &
Procurement Related Information
Disclosure

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$10,000, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE SIGNED

| | |
|--|-------|
| _____ | |
| Name of Authorized Representative (type or print) | |
| _____ | |
| Title of Authorized Representative (type or print) | |
| _____ | _____ |
| Signature of Authorized Representative | Date |

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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

RETURN WITH BID

**Contract No. 76950
ST. CLAIR County
Section 27-1DM
Route FAP 103
District 8 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

B. The undersigned bidder understands and agrees that the minority and female employee utilization projection submitted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed to be part of the contract specifications.

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

- Instructions: All tables must include subcontractor personnel in addition to prime contractor personnel.
- Table A - Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.
- Table B - Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.
- Table C - Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

RETURN WITH BID

**Contract No. 76950
ST. CLAIR County
Section 27-1DM
Route FAP 103
District 8 Construction Funds**

PROPOSAL SIGNATURE SHEET

The undersigned bidder hereby makes and submits this bid on the subject Proposal, thereby assuring the Department that all requirements of the Invitation for Bids and rules of the Department have been met, that there is no misunderstanding of the requirements of paragraph 3 of this Proposal, and that the contract will be executed in accordance with the rules of the Department if an award is made on this bid.

(IF AN INDIVIDUAL) Firm Name _____
Signature of Owner _____
Business Address _____

(IF A CO-PARTNERSHIP) Firm Name _____
By _____
Business Address _____
Name and Address of All Members of the Firm:

(IF A CORPORATION)
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)

Corporate Name _____
By _____
Signature of Authorized Representative _____
Typed or printed name and title of Authorized Representative _____
Attest _____
Signature _____
Business Address _____

(IF A JOINT VENTURE)

Corporate Name _____
By _____
Signature of Authorized Representative _____
Typed or printed name and title of Authorized Representative _____
Attest _____
Signature _____
Business Address _____

If more than two parties are in the joint venture, please attach an additional signature sheet.



RETURN WITH BID

Division of Highways
Proposal Bid Bond
(Effective November 1, 1992)

Item No.
Letting Date

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

held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of invitation for bids, whichever is the lesser sum, well and truly to be paid unto said STATE OF ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, That Whereas, the PRINCIPAL has submitted a bid proposal to the STATE OF ILLINOIS, acting through the Department of Transportation, for the improvement designated by the Transportation Bulletin Item Number and Letting Date indicated above.

NOW, THEREFORE, if the Department shall accept the bid proposal of the PRINCIPAL; and if the PRINCIPAL shall, within the time and as specified in the bidding and contract documents, submit a DBE Utilization Plan that is accepted and approved by the Department; and if, after award by the Department, the PRINCIPAL shall enter into a contract in accordance with the terms of the bidding and contract documents including evidence of the required insurance coverages and providing such bond as specified with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof; or if, in the event of the failure of the PRINCIPAL to make the required DBE submission or to enter into such contract and to give the specified bond, the PRINCIPAL pays to the Department the difference not to exceed the penalty hereof between the amount specified in the bid proposal and such larger amount for which the Department may contract with another party to perform the work covered by said bid proposal, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

IN THE EVENT the Department determines the PRINCIPAL has failed to comply with any requirement as set forth in the preceding paragraph, then Surety shall pay the penal sum to the Department within fifteen (15) days of written demand therefor. If Surety does not make full payment within such period of time, the Department may bring an action to collect the amount owed. Surety is liable to the Department for all its expenses, including attorney's fees, incurred in any litigation in which it prevails either in whole or in part.

In TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this day of A.D.,

PRINCIPAL SURETY
(Company Name) (Company Name)
By: (Signature & Title) By: (Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
COUNTY OF

I, a Notary Public in and for said County, do hereby certify that
and

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this day of A.D.

My commission expires
Notary Public

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

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

PROPOSAL ENVELOPE



PROPOSALS

for construction work advertised for bids by the
Illinois Department of Transportation

| Item No. | Item No. | Item No. |
|----------|----------|----------|
| | | |
| | | |
| | | |
| | | |

Submitted By:

| |
|-----------|
| Name: |
| Address: |
| |
| |
| Phone No. |

Bidders should use an IDOT proposal envelope or affix this form to the front of a 10" x 13" envelope for the submittal of bids. If proposals are mailed, they should be enclosed in a second or outer envelope addressed to:

Engineer of Design and Environment - Room 326
Illinois Department of Transportation
2300 South Dirksen Parkway
Springfield, Illinois 62764

NOTICE

Individual bids, including Bid Bond and/or supplemental information if required, should be securely stapled.

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

**Contract No. 76950
ST. CLAIR County
Section 27-1DM
Route FAP 103
District 8 Construction Funds**



Illinois Department of Transportation



NOTICE TO BIDDERS

1. **TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., November 18, 2005. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.

2. **DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 76950
ST. CLAIR County
Section 27-1DM
Route FAP 103
District 8 Construction Funds**

Demolition of two buildings along with grading and seeding located on IL Route 13/15 from Greenmount Road to Rogers Drive in Freeburg.

3. **INSTRUCTIONS TO BIDDERS.** (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.

(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.

4. **AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the
Illinois Department of Transportation

Timothy W. Martin, Secretary

BD 351 (Rev. 01/2003)

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS
Adopted March 1, 2005

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-02) (Revised 3-1-05)

SUPPLEMENTAL SPECIFICATIONS

| <u>Std. Spec. Sec.</u> | | <u>Page No.</u> |
|------------------------|---|-----------------|
| 101 | Definition of Terms | 1 |
| 105 | Control of Work | 2 |
| 205 | Embankment | 3 |
| 251 | Mulch | 4 |
| 281 | Riprap..... | 5 |
| 282 | Filter Fabric for Use With Riprap | 8 |
| 285 | Concrete Revetment Mats..... | 10 |
| 311 | Granular Subbase | 14 |
| 351 | Aggregate Base Course..... | 15 |
| 440 | Removal of Existing Pavement and Appurtenances | 16 |
| 442 | Pavement Patching | 17 |
| 449 | Removal and Replacement of Preformed Elastomeric Compression Joint Seal | 18 |
| 481 | Aggregate Shoulders | 19 |
| 501 | Removal of Existing Structures | 20 |
| 503 | Concrete Structures | 21 |
| 505 | Steel Structures | 22 |
| 506 | Cleaning and Painting Metal Structures | 25 |
| 508 | Reinforcement Bars | 26 |
| 512 | Piling | 27 |
| 540 | Box Culverts..... | 28 |
| 589 | Elastic Joint Sealer | 30 |
| 602 | Catch Basin, Manhole, Inlet, Drainage Structures and Valve Vault Construction, Adjustment and Reconstruction | 31 |
| 603 | Adjusting Frames and Grates of Drainage and Utility Structures | 32 |
| 610 | Shoulder Inlets with Curb | 33 |
| 665 | Woven Wire Fence | 34 |
| 669 | Removal and Disposal of Regulated Substances | 35 |
| 671 | Mobilization | 36 |
| 702 | Work Zone Traffic Control Devices | 37 |
| 1003 | Fine Aggregates | 38 |
| 1004 | Coarse Aggregate | 39 |
| 1005 | Stone, Concrete Blocks and Broken Concrete for Erosion Protection, Sediment Control and Rockfill | 42 |
| 1006 | Metals | 46 |
| 1007 | Timber and Preservative Treatment | 49 |
| 1012 | Hydrated Lime | 50 |
| 1020 | Portland Cement Concrete | 51 |
| 1021 | Concrete Admixtures | 58 |
| 1022 | Concrete Curing Materials | 59 |
| 1024 | Nonshrink Grout | 61 |
| 1041 | Brick | 63 |
| 1043 | Precast Reinforced Concrete Manhole Sections and Adjusting Rings..... | 64 |
| 1056 | Preformed Flexible Gaskets and Mastic Joint Sealer for Sewer and Culvert Pipe | 66 |
| 1059 | Elastic Joint Sealers | 67 |
| 1060 | Waterproofing Materials | 68 |
| 1069 | Pole and Tower | 69 |
| 1070 | Foundation and Breakaway Devices | 70 |
| 1077 | Post and Foundation | 72 |
| 1080 | Fabric Materials | 73 |
| 1081 | Materials For Planting | 76 |
| 1083 | Elastomeric Bearings | 77 |
| 1094 | Overhead Sign Structures | 78 |
| 1103 | Portland Cement Concrete Equipment | 79 |

RECURRING SPECIAL PROVISIONS

The following RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

| <u>CHECK SHEET #</u> | <u>PAGE NO.</u> |
|---|-----------------|
| 1 State Required Contract Provisions All Federal-aid Construction Contracts (Eff. 2-1-69) (Rev. 10-1-83) | 80 |
| 2 Subletting of Contracts (Federal-aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)..... | 82 |
| 3 X EEO (Eff. 7-21-78) (Rev. 11-18-80) | 83 |
| 4 X Specific Equal Employment Opportunity Responsibilities NonFederal-aid Contracts (Eff. 3-20-69) (Rev. 1-1-94) | 94 |
| 5 X Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 4-1-93)..... | 100 |
| 6 Reserved | 105 |
| 7 Asphalt Quantities and Cost Reviews (Eff. 7-1-88)..... | 106 |
| 8 National Pollutant Discharge Elimination System Permit (Eff. 7-1-94) (Rev. 1-1-03)..... | 107 |
| 9 Haul Road Stream Crossings, Other Temporary Stream Crossings and In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98) | 108 |
| 10 Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-02)..... | 109 |
| 11 Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-02)..... | 112 |
| 12 Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-97)..... | 115 |
| 13 Asphaltic Emulsion Slurry Seal and Fibrated Asphaltic Emulsion Slurry Seal (Eff. 8-1-89) (Rev. 2-1-97) | 117 |
| 14 Bituminous Surface Treatments Half-Smart (Eff. 7-1-93) (Rev. 1-1-97) | 123 |
| 15 Quality Control/Quality Assurance of Bituminous Concrete Mixtures (Eff. 1-1-00) (Rev. 3-1-05) | 129 |
| 16 Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 2-1-95)..... | 148 |
| 17 Bituminous Surface Removal (Cold Milling) (Eff. 11-1-87) (Rev. 10-15-97)..... | 152 |
| 18 Resurfacing of Milled Surfaces (Eff. 10-1-95) | 154 |
| 19 PCC Partial Depth Bituminous Patching (Eff. 1-1-98)..... | 155 |
| 20 Patching with Bituminous Overlay Removal (Eff. 10-1-95) (Rev. 7-1-99) | 157 |
| 21 Reserved | 159 |
| 22 Protective Shield System (Eff. 4-1-95) (Rev. 1-1-03)..... | 160 |
| 23 Polymer Concrete (Eff. 8-1-95) (Rev. 3-1-05)..... | 162 |
| 24 Controlled Low-Strength Material (CLSM) (Eff. 1-1-90) (Rev. 3-1-05)..... | 164 |
| 25 Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-98)..... | 169 |
| 26 Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97) | 170 |
| 27 Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-97) | 175 |
| 28 Reserved | 177 |
| 29 Reserved | 178 |
| 30 Reserved | 179 |
| 31 Night Time Inspection of Roadway Lighting (Eff. 5-1-96)..... | 180 |
| 32 Reserved | 181 |
| 33 English Substitution of Metric Bolts (Eff. 7-1-96)..... | 182 |
| 34 English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03) | 183 |
| 35 Polymer Modified Emulsified Asphalt (Eff. 5-15-89) (Rev. 1-1-04)..... | 185 |
| 36 Corrosion Inhibitor (Eff. 3-1-80) (Rev. 7-1-99) | 187 |
| 37 Quality Control of Concrete Mixtures at the Plant-Single A (Eff. 8-1-00) (Rev. 1-1-04) | 188 |
| 38 Quality Control of Concrete Mixtures at the Plant-Double A (Eff. 8-1-00) (Rev. 1-1-04) | 194 |
| 39 Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 3-1-05)..... | 202 |
| 40 Traffic Barrier Terminal Type 1, Special (Eff. 8-1-94) (Rev. 1-1-03) | 215 |
| 41 Reserved | 216 |
| 42 Segregation Control of Bituminous Concrete (Eff. 7-15-97)..... | 217 |
| 43 Reserved | 220 |

TABLE OF CONTENTS

LOCATION OF PROJECT 1
DESCRIPTION OF PROJECT 1
PAYROLLS AND PAYROLL RECORDS (BDE) 1
MONTHLY LABOR SUMMARY AND ACTIVITY REPORTING SYSTEM 2
TRAFFIC CONTROL PLAN 5
SEEDING 5
CONSTRUCTION AND MAINTENANCE SIGN SUPPORTS 6
STATUS OF UTILITIES TO BE ADJUSTED 6
KEEPING THE ROADS AND STREETS OPEN TO TRAFFIC 7
AVAILABILITY AND VACANCY OF BUILDINGS 7
BASEMENT WALLS 7
BASEMENT FLOORS 7
REMOVAL OF MISCELLANEOUS ITEMS 7
REMOVAL OF MISCELLANEOUS TREES AND SHRUBS 8
COMPLETION DATE 8
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION 8
FLAGGER VESTS (BDE) 16
MULCHING SEEDED AREAS (BDE) 16
PARTIAL PAYMENTS (BDE) 17
PAYMENTS TO SUBCONTRACTORS (BDE) 18
PERSONAL PROTECTIVE EQUIPMENT (BDE) 19
TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE) 19
WORK ZONE TRAFFIC CONTROL DEVICES (BDE) 20
SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE) 21
BUILDING REMOVAL – CASE IV (NO ASBESTOS) (BDE) 22
BUILDING REMOVAL – CASE II (NON-FRIABLE ASBESTOS ABATEMENT) (BDE) 29

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2002, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAP Route 103 (IL Route 13/15); Section 27-1DM; St. Clair County; Contract No. 76950 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

This project is located on IL 13/15 from Greenmount Road to Rogers Drive in Freeburg.

DESCRIPTION OF PROJECT

This project consists of the demolition of three buildings, along with the grading and seeding of all disturbed areas.

PAYROLLS AND PAYROLL RECORDS (BDE)

Effective: August 10, 2005

FEDERAL AID CONTRACTS. Add the following State of Illinois requirements to the Federal requirements contained in Section V of Form FHWA-1273:

"The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid.

The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form."

STATE CONTRACTS. Revise Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

“IV. COMPLIANCE WITH THE PREVAILING WAGE ACT

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of three years from the date of completion of this contract, records of the wages paid to his/her workers. The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid. Upon two business days' notice, these records shall be available, at all reasonable hours at a location within the State, for inspection by the Department or the Department of Labor.
3. **Submission of Payroll Records.** The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box (“No Work”, “Suspended”, or “Complete”) checked on the form.

Each submittal shall be accompanied by a statement signed by the Contractor or subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Act; and (iii) the Contractor or subcontractor is aware that filing a payroll record that he/she knows to be false is a Class B misdemeanor.

4. **Employee Interviews.** The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.”

80155

MONTHLY LABOR SUMMARY AND ACTIVITY REPORTING SYSTEM

Effective: 1-1-1995

Revised June 2001

I. Monthly Labor Summary Report, Form SBE 148

The prime contractor and each first and second tier sub-contractor, (hereinafter referred to as “subcontractor”) shall submit a certified Monthly Labor Summary Report directly to the District Engineer.

This report is in lieu of submittal of the Monthly Workforce Analysis Report, Form SBE 956.

This report must be received in District Eight no later than the tenth day of the next month.

This Report shall be submitted by the prime contractor and each subcontractor, for each consecutive month, from the start, to the completion of their work on the contract.

The data source for this Report will be a summation of all personnel and hours worked on each subject contract for the month based on weekly payrolls for that month.

The Monthly Labor Summary Report is required to be submitted in one of the following formats:

- a.) For contractors having IDOT contracts valued in the aggregate at \$250,000 or less, the report may be typed or clearly handwritten using Form SBE 148 for submittal to the District Engineer for District Eight.
- b.) For contractors having IDOT contracts valued in the aggregate at more than \$250,000, the report must be submitted in a specific "Fixed Length Comma Delimited ASCII Text File Format". The subject file format is detailed on the next page. Submittal of this file may be by 3.5 inch disk, modem, or by e-mail.

II. Monthly Contract Activity Report, Form SBE 248

The prime contractor and each subcontractor shall submit a monthly report directly to the District Engineer reflecting their contract activity on all Illinois Department of Transportation contracts they have in force in District Eight.

This report shall be submitted for each consecutive month, from the start, to the completion of all contracts in District Eight.

The report must be received in the District Office no later than the tenth day of the next month.

Monthly Labor Summary and Activity Reporting System Codes and Formats

Indicated below for your reference are the Employee Codes and File Formats required for this system.

I.) Monthly Labor Summary Report, Form SBE 148

The following employee codes are to be used to identify each individual on the Summary Report:

- 1. **Gender:** M - Male F - Female
- 2. **Ethnic Group:** 1 - White 2 - Black 3 - Hispanic
4 - American Indian/Alaskan Native 5 - Asian/Pacific Islander
- 3. **Work Classification:** OF - Official SU - Supervisor FO - Foremen
CL - Clerical CA - Carpenter EO - Operator ME - Mechanic
TD - Truck Driver IW - Ironworker PA - Painter OT - Other
EL - Electrician PP - Pipefitter TE - Technical LA - Laborer
CM - Cement Mason

This Special Provision must be included in each subcontract agreement.

TRAFFIC CONTROL PLAN

Effective: July 12, 1993

Revised: May 12, 1997

Traffic control shall be in accordance with the applicable sections of the "Standard Specifications for Road and Bridge Construction", the applicable guidelines contained in the "National Manual on Uniform Traffic Control Devices for Streets and Highways", Illinois Supplement to the National Manual of Uniform Traffic Control Devices, these Special Provisions, and any special details and Highway Standards contained herein and in the plans.

Special attention is called to Articles 107.09 and 107.14 of the "Standard Specifications for Road and Bridge Construction and the following Highway Standards relating to traffic control:

701001 701301 702001

In addition, the following Special Provision(s) will also govern traffic control for this project:

Construction and Maintenance Sign Supports
Flagger Vests
Traffic Control Deficiency Deduction
Work Zone Traffic Control Devices

SEEDING

Effective: February 5, 1975

Revised: March 1, 2004

All disturbed areas are to be seeded.

When Class 2 seeding is done between April 1st and October 15th, the seed mixture shall also include 55kg/ha (48 pounds per acre) of Spring Oats.

When Class 2 seeding is done between October 15th and April 1st, the seed mixture shall also include 63kg/ha (56 pounds per acre) of Balboa Farm Rye or 67kg/ha (60 pounds per acre) of Winter Wheat.

Mulch shall conform to the requirements of Section 251 of the Standard Specifications for Road and Bridge Construction except the Contractor will have the option of using either Method 2 or Method 3 for placing the mulch, except that no emulsified asphalt shall be used. The rate of application of the mulch shall be 4.5 metric tons/ha (two tons per acre).

The cost for performing this work will be paid for at the contract unit price per hectare (acre) for SEEDING CLASS 2, which price shall include the seeding and all necessary incidental work as directed by the Engineer.

The amount of Seeding Class 2 shown in the contract has been estimated. The Contractor will be paid for the amount actually seeded, at the contract unit price bid per hectare (acre), as directed by the Engineer.

CONSTRUCTION AND MAINTENANCE SIGN SUPPORTS

Effective: April 21, 1981

Revised: October 15, 1996

This work shall be done in accordance with Article 1084.04 of the Standard Specifications and Highway Standard 702001 except as herein modified.

All construction signs mounted on permanent support for use in temporary traffic control having an area of 1 square meter (10 square feet) or more shall be mounted on two 100 mm x 100 mm (4 in x 4 in) or two 100 mm x 150 mm (4 in x 6 in) wood posts.

Type A metal post (two for each sign) conforming to Article 1006.29 of the Standard Specifications may be used in lieu of wood posts. Type A metal posts used for these signs may be unfinished.

This work shall not be measured and paid for but shall be considered incidental to the contract.

STATUS OF UTILITIES TO BE ADJUSTED

STATUS OF UTILITIES TO BE DISCONNECTED

| NAME AND ADDRESS OF UTILITY | TYPE | LOCATION | ESTIMATED DATE RELOCATION COMPLETED |
|--|--------------|----------|--|
| SBC 203 Goethe Street Collinsville, IL 62234 | Telephone | | Call Business Office to place an order of removal 1-800-660-3000. |
| AmerenIP 1050 W. Blvd. P. O. Box 428 Belleville, IL 62222-0428 | Gas/Electric | | Give 5 days notice to disconnect services. Call 1-800-755-5000. |
| Village of Freeburg 14 Southgate Center Freeburg, IL 62243 | Water | | Call Village Hall. Give 5 days notice to disconnect services (618) 539-3112. |
| Charter Communications, Inc. 508 Niagara Street East Alton, IL 62024 | CTV | | Call Service Department 1-888-438-2427. Give 5 days notice to disconnect. |

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Sections 102, 103, and Articles 105.07 and 107.20 of the Standard Specifications for Road and Bridge Construction shall apply.

If any utility adjustment or removal has not been completed when required by the Contractor's operation, the Contractor should notify the Engineer in writing. A request for an extension of time will be considered to the extent the Contractor's operations were affected.

KEEPING THE ROADS AND STREETS OPEN TO TRAFFIC

The Contractor shall conduct and coordinate the construction operations for this project in such a manner so as to keep all roads and streets open to two-way traffic at all times except when construction operations require the closure of a lane of traffic and traffic control and protection is installed meeting the approval of the Engineer. No overnight lane closures will be permitted.

AVAILABILITY AND VACANCY OF BUILDINGS

The Contractor is advised that all buildings scheduled for demolition under this contract are vacant and available for immediate demolition. The Contractor shall, however, obtain permission from the Engineer prior to the start of work under this contract.

BASEMENT WALLS

The Contractor shall break the concrete basement walls into pieces not exceeding 2 ft. square pieces and shall remove the walls completely down to the basement floor on the following structures due to future roadway construction:

Parcel 8019013 House

This work will not be paid for separately, but considered as included in the contract lump sum bid price for BUILDING REMOVAL OF THE NO. SPECIFIED.

BASEMENT FLOORS

The Contractor shall break the concrete basement floors into pieces not exceeding 2 ft. square before the basement is filled with suitable material as specified in the Standard Specifications, Article 1003.01. This work will not be paid for separately, but considered as included in the contract lump sum price bid for BUILDING REMOVAL OF THE NO. SPECIFIED.

REMOVAL OF MISCELLANEOUS ITEMS

The Contractor is advised that it is the intent of the provision that each parcel be clear of all real property, chattel, debris and all rubbish such that the property can be site graded, seeded and present a neat and clean appearance on completion of this project. The Contractor will then be required to remove all driveways, patios, sidewalk, miscellaneous sheds, pools, fountains, decks and other miscellaneous items including debris and rubbish.

The Contractor is advised to inspect the various parcels involved prior to bidding, as no additional compensation will be allowed of these items.

Removal of the items as herein specified and site grading will not be paid for separately, but considered as included in the contract lump sum price bid for BUILDING REMOVAL OF THE NO. SPECIFIED from the various properties involved.

REMOVAL OF MISCELLANEOUS TREES AND SHRUBS

The Contractor is advised that it is the intent of the provision that each parcel be clear of all trees, shrubbery and landscape items such that the property can be site graded, seeded and present a neat and clean appearance on completion of this project. The Contractor will then be required to remove and dispose of all trees and shrubs.

The Contractor is advised to inspect the various parcels involved prior to bidding, as no additional compensation will be allowed of these items.

Removal and disposal of the items as herein specified and site grading will not be paid for separately, but considered as included in the contract lump sum price bid for BUILDING REMOVAL OF THE NO. SPECIFIED from the various properties involved.

COMPLETION DATE

This work shall be done in accordance with Section 108 of the Standard Specifications and as herein specified.

All work included for FAP Route 103, Section 27-1DM, located in St. Clair shall be completed by April 1, 2006. Should the Contractor fail to complete the work required on time, liquidated damages shall be assessed as stipulated in Article 108.09 of the Standard Specifications.

No additional compensation will be given for compliance with this completion date. The cost shall be considered included in the contract.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Effective: September 1, 2000

Revised: June 22, 2005

FEDERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR part 26 and listed in the DBE Directory or most recent addendum.

STATE OBLIGATION. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100% state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special

Provision by the Department on those contracts. DBE participation on 100% state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

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

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE firms performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 40.00% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

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

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

BIDDING PROCEDURES. Compliance with the bidding procedures of this Special Provision is required prior to the award of the contract and the failure of the as-read low bidder to comply will render the bid not responsive.

- (a) In order to assure the timely award of the contract, the as-read low bidder shall submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven (7) working days after the date of letting. To meet the seven (7) day requirement, the bidder may send the Plan by certified mail or delivery service within the seven (7) working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the bidder to ensure that the postmark or receipt date is affixed within the seven (7) working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven (7) day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. The signatures on these forms must be original signatures. All elements of information indicated on the said form shall be provided, including but not limited to the following:
 - (1) The name and address of each DBE to be used;
 - (2) A description, including pay item numbers, of the commercially useful work to be done by each DBE;
 - (3) The price to be paid to each DBE for the identified work specifically stating the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;

- (4) A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform commercially useful work on the project; and
 - (5) If the bidder is a joint venture comprised of DBE firms and non-DBE firms, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s).
- (d) The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five (5) working day period in order to cure the deficiency.

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100% goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100% goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100% goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE firm does not count toward the DBE goal.
- (d) DBE as a trucker: 100% goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the full value of all such DBE

trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.

(e) DBE as a material supplier:

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

GOOD FAITH EFFORT PROCEDURES. If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

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

- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
 - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will designate a

five (5) working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.

- (c) The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five (5) working days after the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to extend the time for award. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten (10) working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

- (a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to

the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.

- (b) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete its work on the contract for any reason, the Contractor shall make good faith efforts to find another DBE to substitute for the terminated DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.
- (c) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefor to the DBE by the Contractor, but not later than thirty (30) calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Report on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the Report shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Plan, the Department will deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.
- (d) The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (e) Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative

reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

80029

FLAGGER VESTS (BDE)

Effective: April 1, 2003

Revised: August 1, 2005

Revise the first sentence of Article 701.04(c)(1) of the Standard Specifications to read:

"The flagger shall be stationed to the satisfaction of the Engineer and be equipped with a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 2 garments and approved flagger traffic control signs conforming to Standard 702001 and Article 702.05(e)."

Revise Article 701.04(c)(6) of the Standard Specifications to read:

"(6) Nighttime Flagging. Flaggers shall be illuminated by an overhead light source providing a minimum vertical illuminance of 108 lux (10 fc) measured 300 mm (1 ft) out from the flagger's chest. The bottom of any luminaire shall be a minimum of 3 m (10 ft) above the pavement. Luminaire(s) shall be shielded to minimize glare to approaching traffic and trespass light to adjoining properties.

The flagger vest shall be a fluorescent orange or fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 3 garments."

80101

MULCHING SEEDED AREAS (BDE)

Effective: January 1, 2005

Delete Article 251.02(a) of the Standard Specifications.

Add the following to Article 251.02 of the Standard Specifications:

"(h) Compost 1081.05(b)"

Delete Article 251.03(b)(1) of the Standard Specifications.

Add the following to Article 251.03 of the Standard Specifications:

“(d) Method 4. This method shall consist of applying compost combined with a performance additive designed to bind/stabilize the compost. The compost/performance additive mixture shall be applied to the surface of the slope using a pneumatic blower at a depth of 50 mm (2 in.)”

Revise the first sentence of the first paragraph of Article 251.06(b) of the Standard Specifications to read:

“Mulch Methods 1, 2, 3, and 4 will be measured for payment in hectares (acres) of surface area mulched.”

Revise Article 251.07 of the Standard Specifications to read:

“**251.07 Basis of Payment.** This work will be paid for at the contract unit price per hectare (acre) for MULCH, METHOD 1; MULCH, METHOD 2; MULCH, METHOD 3; or MULCH, METHOD 4; and at the contract unit price per square meter (square yard) for EROSION CONTROL BLANKET or HEAVY DUTY EROSION CONTROL BLANKET.”

Add the following after the second paragraph of Article 1081.05(b) of the Standard Specifications:

“Chemical Compost Binder. Chemical compost binder shall be a commercially available product specifically recommended by the manufacturer for use as a compost stabilizer.

The compost binder shall be nonstaining and nontoxic to vegetation and the environment. It shall disperse evenly and rapidly and remain in suspension when agitated in water.

Prior to use of the compost binder, the Contractor shall submit a notarized certification by the manufacturer stating that it meets these requirements. Chemical compost binder shall be packaged, stored, and shipped according to the manufacturer's recommendations with the net quantity plainly shown on each package or container.”

PARTIAL PAYMENTS (BDE)

Effective: September 1, 2003

Revise Article 109.07 of the Standard Specifications to read:

“**109.07 Partial Payments.** Partial payments will be made as follows:

(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the amount of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved. Furthermore, progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c).

- (b) **Material Allowances.** At the discretion of the Department, payment may be made for materials, prior to their use in the work, when satisfactory evidence is presented by the Contractor. Satisfactory evidence includes justification for the allowance (to expedite the work, meet project schedules, regional or national material shortages, etc.), documentation of material and transportation costs, and evidence that such material is properly stored on the project or at a secure location acceptable and accessible to the Department.

Material allowances will be considered only for nonperishable materials when the cost, including transportation, exceeds \$10,000 and such materials are not expected to be utilized within 60 days of the request for the allowance. For contracts valued under \$500,000, the minimum \$10,000 requirement may be met by combining the principal (material) product of no more than two contract items. An exception to this two item limitation may be considered for any contract regardless of value for items in which material (products) are similar except for type and/or size.

Material allowances shall not exceed the value of the contract items in which used and shall not include the cost of installation or related markups. Amounts paid by the Department for material allowances will be deducted from estimates due the Contractor as the material is used. Two-sided copies of the Contractor's cancelled checks for materials and transportation must be furnished to the Department within 60 days of payment of the allowances or the amounts will be reclaimed by the Department."

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000

Revised: September 1, 2003

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require Contractors to pay subcontractors for satisfactory performance of their subcontracts no later than 30 days from the receipt of each payment made to the Contractor.

State law addresses the timing of payments to be made to subcontractors. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, generally requires that when a Contractor receives any payment from the Department, the Contractor is required to make corresponding, proportional payments to each subcontractor performing work within 15 calendar days after receipt of the state payment. Section 7 of the State Prompt Payment Act further provides that interest in the amount of 2% per month, in addition to the payment due, shall be paid to any subcontractor by the Contractor if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors throughout the contracting chain.

This Special Provision establishes the required federal contract clause, and adopts the 15

calendar day requirement of the Act for purposes of compliance with the federal regulation regarding payments to subcontractors. This contract is subject to the following payment obligations.

As progress payments are made to the Contractor in accordance with Article 109.07 of the Standard Specifications for Road and Bridge Construction, the Contractor shall make a corresponding partial payment within 15 calendar days to each subcontractor in proportion to the work satisfactorily completed by each subcontractor. The proportionate amount of partial payment due to each subcontractor shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors shall be paid in full within 15 calendar days after the subcontractor's work has been satisfactorily completed. The Contractor shall hold no retainage from the subcontractors.

This Special Provision does not create any rights in favor of any subcontractor against the State of Illinois or authorize any cause of action against the State of Illinois on account of any payment, nonpayment, delayed payment or interest claimed by application of the State Prompt Payment Act. The Department will neither determine the reasonableness of any cause for delay of payment nor enforce any claim to payment, including interest. Moreover, the Department will not approve any delay or postponement of the 15 day requirement. State law creates remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond in accordance with the Public Construction Bond Act, 30 ILCS 550.

PERSONAL PROTECTIVE EQUIPMENT (BDE)

Effective: July 1, 2004

All personnel, excluding flaggers, working outside of a vehicle (car or truck) within 7.6 m (25 ft) of pavement open to traffic shall wear a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 2 garments. Other types of garments may be substituted for the vest as long as the garments have manufacturers tags identifying them as meeting the ANSI Class 2 requirement.

TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 1992

Revised: January 1, 2005

To ensure a prompt response to incidents involving the integrity of work zone traffic control, the Contractor shall provide a telephone number where a responsible individual can be contacted 24 hours-a-day.

When the Engineer is notified, or determines a traffic control deficiency exists, he/she will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 12 hours based upon the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge.

A deficiency may be any lack of repair, maintenance, or non-compliance with the traffic control plan. A deficiency may also be applied to situations where corrective action is not an option such as the use of non-certified flaggers for short term operations; working with lane closures beyond the time allowed in the contract; or failure to perform required contract obligations such as traffic control surveillance.

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The daily monetary deduction will be either \$1,000 or 0.05 percent of the awarded contract value, whichever is greater. For those deficiencies where corrective action was not an option this monetary deduction will be immediate.

In addition, if the Contractor fails to respond, the Engineer may correct the deficiency and the cost thereof will be deducted from monies due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of his/her contractual requirements or responsibilities.

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: January 1, 2003

Revised: November 1, 2004

Add the following to Article 702.01 of the Standard Specifications:

"All devices and combinations of devices shall meet the requirements of the National Cooperative Highway Research Program (NCHRP) Report 350 for their respective categories. The categories are as follows:

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, flexible delineators and plastic drums with no attachments. Category 1 devices shall be crash tested and accepted or may be self-certified by the manufacturer.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include drums and vertical panels with lights, barricades and portable sign supports. Category 2 devices shall be crash tested and accepted for Test Level 3.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions, truck mounted attenuators and other devices not meeting the definitions of Category 1 or 2. Category 3 devices shall be crash tested and accepted for either Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals and area lighting supports. Currently, there is no implementation date set for this category and it is exempt from the NCHRP 350 compliance requirement.

The Contractor shall provide a manufacturer's self-certification letter for each Category 1 device and an FHWA acceptance letter for each Category 2 and Category 3 device used on the contract. The letters shall state the device meets the NCHRP 350 requirements for its respective category and test level, and shall include a detail drawing of the device."

Delete the third, fourth and fifth paragraphs of Article 702.03(b) of the Standard Specifications.

Delete the third sentence of the first paragraph of Article 702.03(c) of the Standard Specifications.

Revise the first sentence of the first paragraph of Article 702.03(e) of the Standard Specifications to read:

"Drums shall be nonmetallic and have alternating reflectorized Type AA or Type AP fluorescent orange and reflectorized white horizontal, circumferential stripes."

Add the following to Article 702.03 of the Standard Specifications:

"(h) Vertical Barricades. Vertical barricades may be used in lieu of cones, drums or Type II barricades to channelize traffic."

Delete the fourth paragraph of Article 702.05(a) of the Standard Specifications.

Revise the sixth paragraph of Article 702.05(a) of the Standard Specifications to read:

"When the work operations exceed four days, all signs shall be post mounted unless the signs are located on the pavement or define a moving or intermittent operation. When approved by the Engineer, a temporary sign stand may be used to support a sign at 1.2 m (5 ft) minimum where posts are impractical. Longitudinal dimensions shown on the plans for the placement of signs may be increased up to 30 m (100 ft) to avoid obstacles, hazards or to improve sight distance, when approved by the Engineer. "ROAD CONSTRUCTION AHEAD" signs will also be required on side roads located within the limits of the mainline "ROAD CONSTRUCTION AHEAD" signs."

Delete all references to "Type 1A barricades" and "wing barricades" throughout Section 702 of the Standard Specifications.

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

To account for the preparatory work and operations necessary for the movement of subcontractor personnel, equipment, supplies, and incidentals to the project site and for all other work or operations that must be performed or costs incurred when beginning work approved for subcontracting in accordance with Article 108.01 of the Standard Specifications, the Contractor shall make a mobilization payment to each subcontractor.

This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be equal to 3 percent of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

This provision shall be incorporated directly or by reference into each subcontract approved by the Department.

BUILDING REMOVAL – CASE IV (NO ASBESTOS) (BDE)

Effective: September 1, 1990

Revised: August 1, 2001

BUILDING REMOVAL: This item shall consist of the removal and disposal of **1** building(s), together with all foundations, retaining walls, and piers, down to a plane 300 mm (1 ft.) below the ultimate or existing grade in the area and also all incidental and collateral work necessary to complete the removal of the building(s) in a manner approved by the Engineer. Any holes, such as basements, shall be filled with a suitable granular material. The building(s) are identified as follows:

| <u>Bldg. No.</u> | <u>Parcel No.</u> | <u>Location</u> | <u>Description</u> |
|------------------|-------------------|--|---|
| 1 | 8019008 | N. Side of Rte.15, S.E. of Belleville, IL | 1000 sq. ft. One story Commercial Building |

Discontinuance of Utilities: The Contractor shall arrange for the discontinuance of all utility services that serve the building(s) according to the respective requirements and regulations of the City, County, or utility companies involved. The Contractor shall disconnect and seal, in an approved manner, all service outlets that serve any building(s) he/she is to remove.

Signs: Immediately upon execution of the contract and prior to the wrecking of any structures, the Contractor shall be required to paint or stencil, in contrasting colors of an oil base paint, on all four sides of each residence and two opposite sides of other structures, the following sign:

PROPERTY ACQUIRED FOR
HIGHWAY CONSTRUCTION
TO BE DEMOLISHED BY THE

VANDALS WILL BE PROSECUTED

The signs shall be positioned in a prominent location on the structure so that they can be easily seen and read and at a sufficient height to prevent defacing. The Contractor shall not paint signs nor start demolition of any building(s) prior to the time that the State becomes the owner of the respective building(s).

Basis of Payment: This work will be paid for at the contract lump sum unit price for BUILDING REMOVAL, numbers as listed above, which price shall be payment in full for complete removal of the buildings and structures, including any necessary backfilling material as specified herein. The lump sum unit price(s) for this work shall represent the cost of demolition. Any salvage value shall be reflected in the contract unit price for this item.

Notifications: The "Demolition/Renovation Notice" form, which can be obtained from the IEPA office, shall be completed and submitted to the address listed below at least 10 days prior to commencement of any demolition activity.

Asbestos Demolition/Renovation Coordinator
Illinois Environmental Protection Agency
Division of Air Pollution Control
P. O. Box 19276
Springfield, Illinois 62794-9276
(217)785-1743

Notices shall be updated if there is a change in the starting date or the amount of asbestos changes by more than 20 percent.

Submittals:

- A. All submittals and notices shall be made to the Engineer except where otherwise specified herein.
- B. Prior to starting work, the Contractor shall submit proof of written notification and compliance with the "Notifications" paragraph.

SECTION 1

1.1 Survey Summary Sheet

SITE INFORMATION:

Route #: FAP Route 103 Section: 27-1R County/Parcel No.: St. Clair/ 8019008

Date of Construction: Unknown Address: North Side of Route 15,
S.E. of Belleville

Building Size (sq. ft.): 1,000 sq ft City, State: Belleville, IL

| Asbestos-Containing Materials | |
|---|---|
| Survey Date: | <u>03-14-05</u> |
| By Whom: | <u>EDI, Inc.</u> Firm |
| | <u>Douglas McCormick</u> Inspector |
| | <u>100-08904</u> Certification # |
| Results: (Additional detail provided in Table 1) | |
| Number of material types sampled: | 7 |
| Number of samples collected | 23 |
| Number of materials testing positive | 0 |
| Was friable ACM found? | No |
| Were roofing materials sampled? | Yes |
| Are there unique state or local Requirements? | Yes |
| Laboratory utilized: | |
| Name: | <u>Environmental Design International, Inc.</u> |
| Address: | <u>200 S. Michigan Ave.</u> <u>Chicago, Illinois 60604</u> |
| Building Access Limitations (if any): | |
| None | |

SECTION 1
1.2 Results Summary

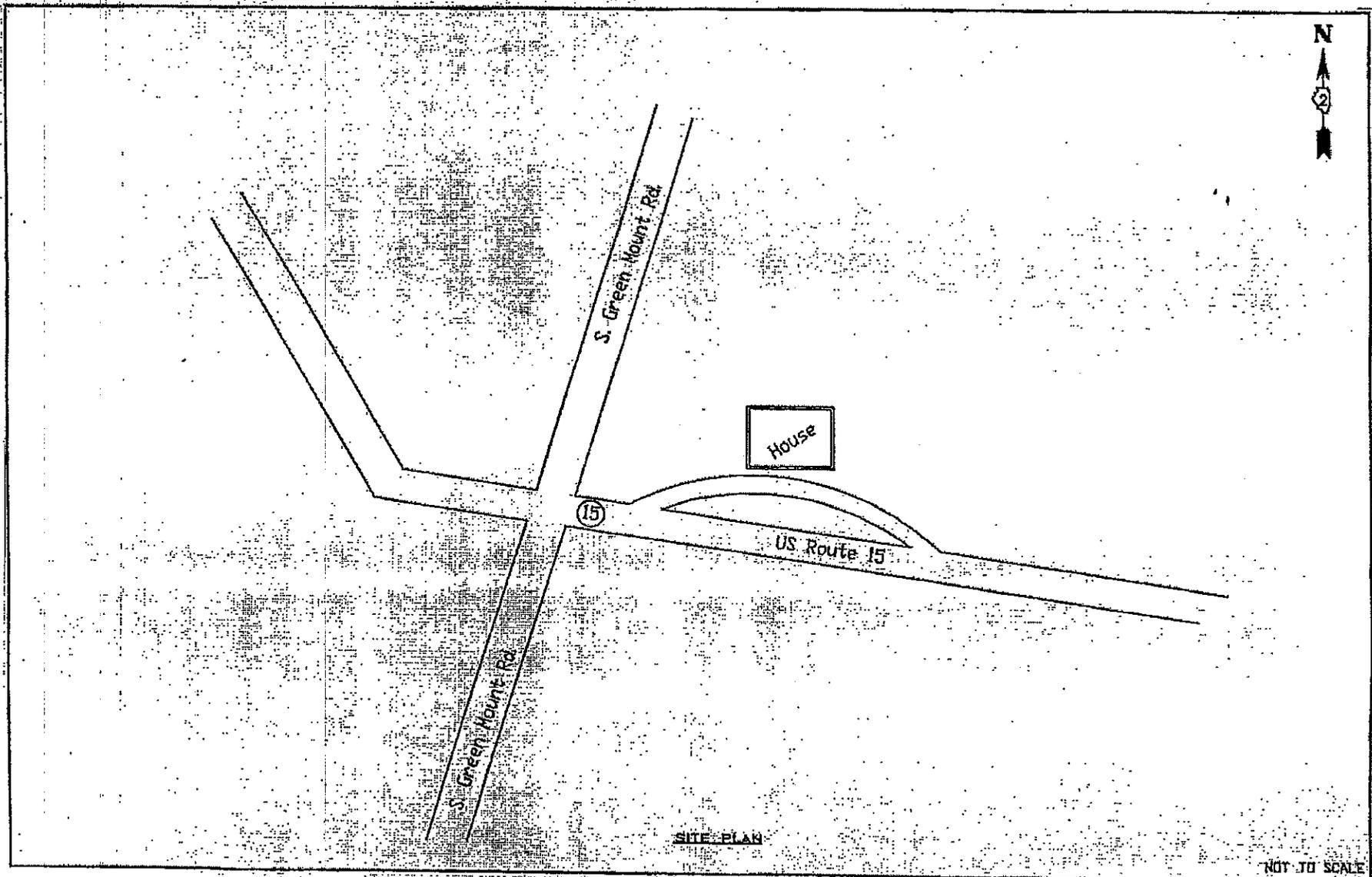
ACM SURVEY RESULTS – PARCEL NO.: 8019008

North Side of Route 15, S.E side of Belleville, IL

The following homogeneous building material types were sampled as part of this survey and their results are summarized in the table below:

| MTL # | MATERIAL DESCRIPTION | LOCATION | F/NF ¹ | COND. ² | % ACM ³ | # SAMP. | QUANTITY ENGLISH/METRIC |
|---------------------------------|---------------------------------|------------------|-------------------|--------------------|--------------------|---------|--|
| 01-01 | Composite Board | Through out | F | Poor | ND | 5 | 2,000 Sq. Ft. 186.00 m ² |
| 01-02 | | Through out | F | Poor | ND | | |
| 01-03 | | Through out | F | Poor | ND | | |
| 01-04 | | Through out | F | Poor | ND | | |
| 01-05 | | Through out | F | Poor | ND | | |
| 02-06 | Black Build up Roofing Material | North/ East Side | NF | Fair | ND | 3 | 100 Sq. Ft. 9.30 m ² |
| 02-07 | | North/ East Side | NF | Fair | ND | | |
| 02-08 | | North/ East Side | NF | Fair | ND | | |
| 03-09 | Asphalt Shingle Siding/Roofing | Edge/ Façade | NF | Fair | ND | 3 | 300 Sq. Ft. 27.9 m ² |
| 03-10 | | Edge/ Façade | NF | Fair | ND | | |
| 03-11 | | Edge/ Façade | NF | Fair | ND | | |
| 04-12 | Black Tar paper | Exterior North | NF | Fair | ND | 3 | 1,200 Sq. Ft. 111.60 m ² |
| 04-13 | | Exterior South | NF | Fair | ND | | |
| 04-14 | | Exterior East | NF | Fair | ND | | |
| 05-15 | Cork Wall Insulation | North/ East Side | NF | Fair | ND | 3 | 200 Sq. Ft. 18.60 m ² |
| 05-16 | | North/ East Side | NF | Fair | ND | | |
| 05-17 | | North/ East Side | NF | Fair | ND | | |
| 06-18 | Window Glaze | Picture Window | NF | Fair | ND | 3 | 40 Ln. Ft. 12.19 m |
| 06-19 | | Picture Window | NF | Fair | ND | | |
| 06-20 | | Picture Window | NF | Fair | ND | | |
| 07-21 | Window Caulk | Picture Window | NF | Fair | ND | 3 | 40 Ln. Ft. 12.19 m |
| 07-22 | | Picture Window | NF | Fair | ND | | |
| 07-23 | | Picture Window | NF | Fair | ND | | |
| TOTAL QUANTITY OF ACM | | | | | | | |
| ESTIMATED ABATEMENT COST | | | | | | | |

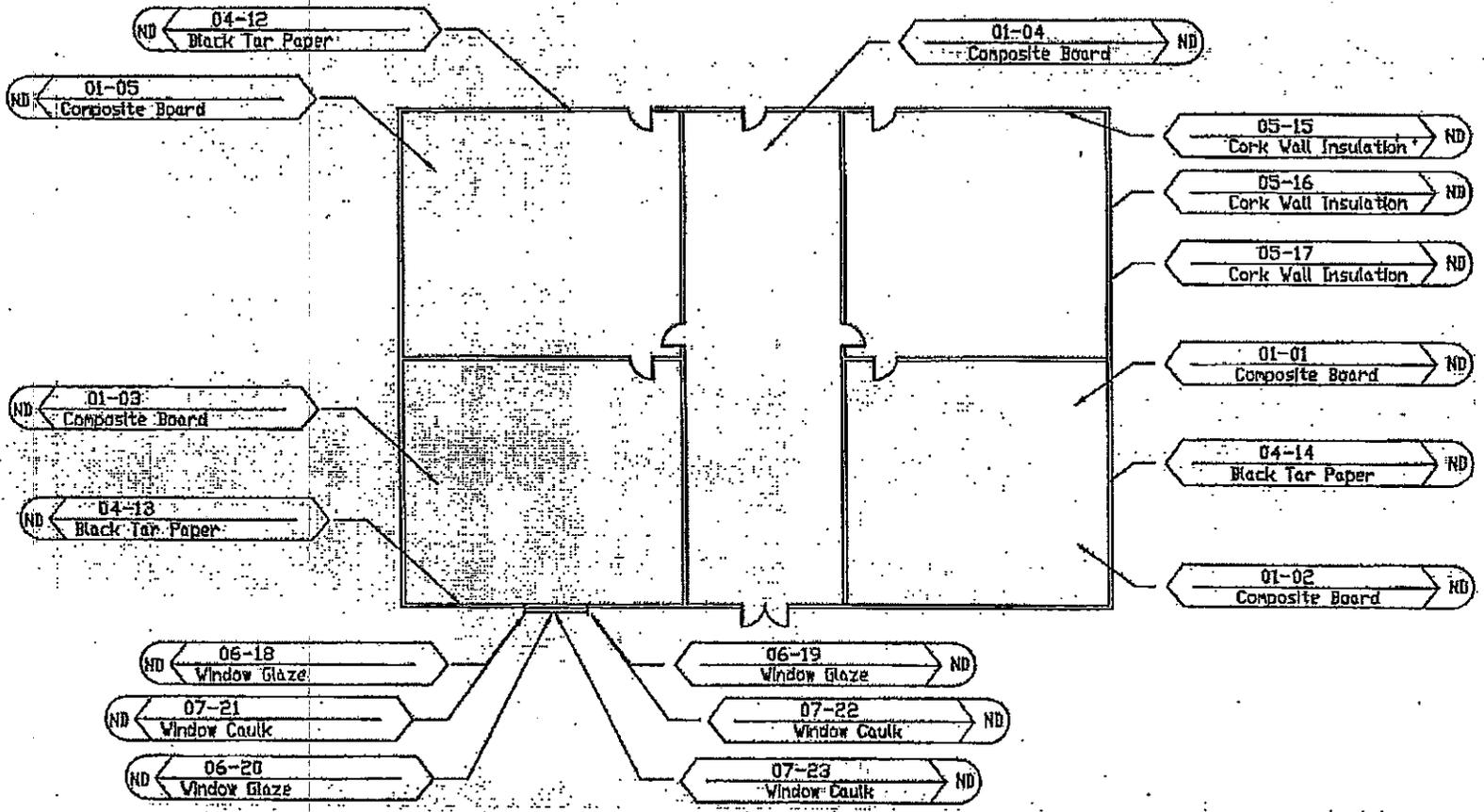
F = Friable; NF = Nonfriable; Friability is further defined in section 4.
 Cond. = Condition Of Materials; Either good, fair or poor.
 ND = None Detected.
 NA = Not Analyzed
 TEM = Electron Microscopy.



| | | | | | | | | |
|--|--|--|--|--|---------------------------------|-----------------|------------------|-----------|
| | ASBESTOS SAMPLE NUMBER DECIDUOUS NTR MATERIAL DESCRIPTION SAMPLE # | SAMPLE LEGEND N- NOT ANALYZED N+ - NO ASBESTOS DETECTED P - POS = POSITIVE TR = TRACE | LEAD SAMPLE NUMBER P - POS N - NEG SAMPLE NEG = NEGATIVE RESULT POS = POSITIVE | FIRST FLOOR PLAN N. SIDE OF RTE 15 S. SIDE OF BELLEVILLE BELLEVILLE, ILLINOIS PARCEL NO. 8019008 | DRAWN S.V. | CHECKED R.M. | DATE 04/30/05 | FIG. 1 |
| | ILLINOIS DEPARTMENT OF TRANSPORTATION 2300 SOUTH DIRKSEN PARKWAY SPRINGFIELD, ILLINOIS 62704 | | | | EDI PROJECT NO. 1173.011.111 | SCALE: NTS | | |

Section 27-1DM
 St. Clair County
 Contract 76950

SERVER\INDUSTRIAL\HY.ASBESTOS_05\DOT_1173_011\1173_011_111\F_8019008

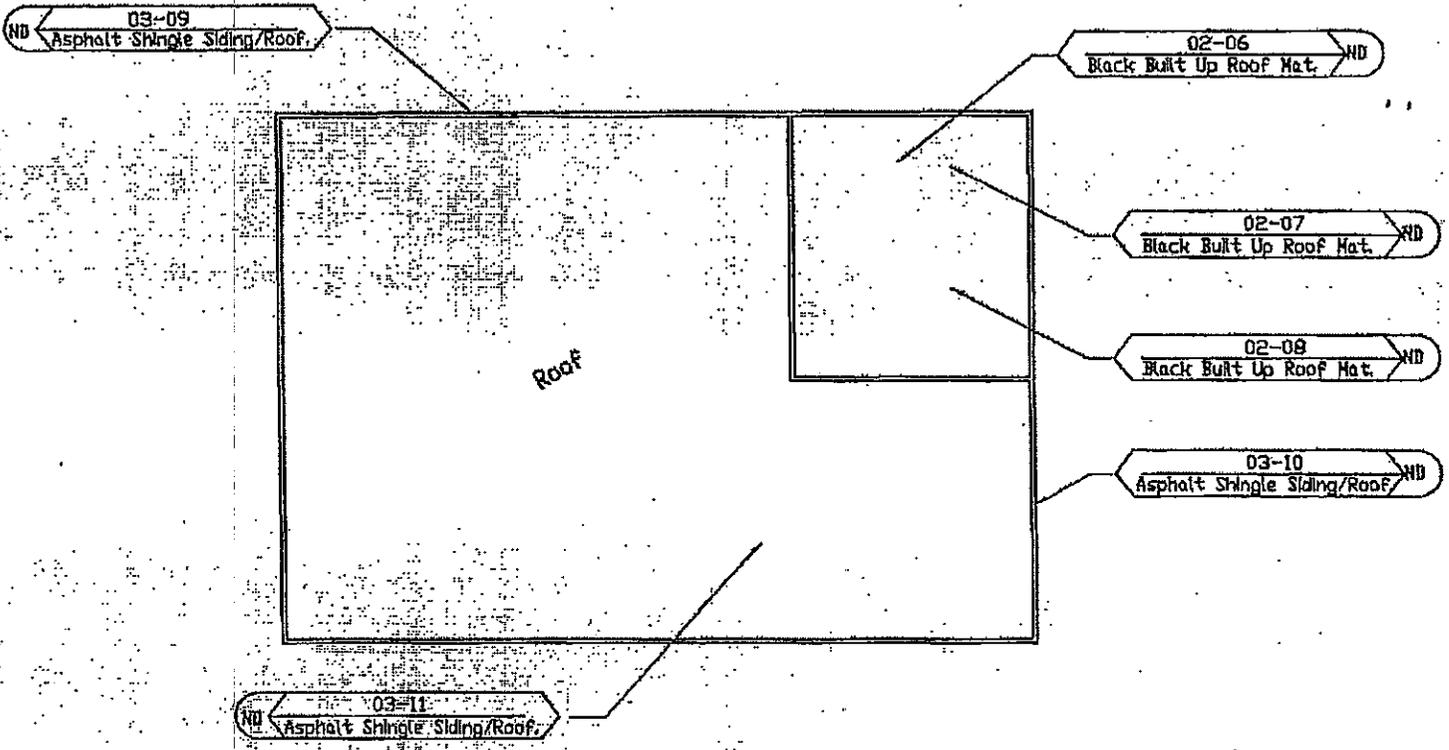


FIRST FLOOR PLAN

NOT TO SCALE

| | | | | | | | | |
|--|---|---|--|---|---------------|-----------------|------------------|-----------|
| | ASBESTOS SAMPLE NO. _____ DATE _____ | SAMPLE LEGEND N/A = NOT ANALYZED ND = NOT DETECTED P = POSITIVE TR = TRACE | LEAD SAMPLE NO. _____ DATE _____ NEG = NEGATIVE POS = POSITIVE | FIRST FLOOR PLAN N. SIDE OF RTE 12 S.E. SIDE OF BELLEVILLE BELLEVILLE, ILLINOIS PARCEL NO. 801905 | DRAWN E.V. | CHECKED D.M. | DATE 04/20/08 | FIG. 2 |
| | MATERIAL DESCRIPTION SAMPLE RESULT | FILE | ILLINOIS DEPARTMENT OF TRANSPORTATION 2300 SOUTH DIRKSEN PARKWAY SPRINGFIELD, ILLINOIS 62704 | EDT PROJECT NO. 1173.011.111 | SCALE: NTS | | | |

Section 27-1DM
 St. Clair County
 Contract 76950



ROOF PLAN

NOT TO SCALE

27

| | | | | | | |
|--|---|---|--|--|--|--------|
| | ASBESTOS SAMPLE ID: 03-09 SAMPLE MARKER: NTR MATERIAL DESCRIPTION: Floor Tile SAMPLE RESULT: NTR | SAMPLE LEGEND N = NOT ANALYZED ND = NONE DETECTED P = POS. = POSITIVE TR = TRACE | LEAD SAMPLE MARKER: POS SAMPLE RESULT: POS = POSITIVE | ROOF PLAN N. SIDE OF RTE 18 - S.W. SIDE OF BELLEVILLE BELLEVILLE, ILLINOIS PARCEL NO. 8019008 | DRAWN: S.V. CHECKED: D.M. DATE: 04/29/85 | FIG. 3 |
| | ILLINOIS DEPARTMENT OF TRANSPORTATION 2300 SOUTH DIRKSEN PARKWAY SPRINGFIELD, ILLINOIS 62704 | EDI PROJECT NO. 1173.011.111 | SCALE: NTS | | | |

SERVER\INDUSTRIAL_HY\ASBESTOS_03\1007_1173_011\1173_011_111\F_8019153

Section 27-1DM
 St. Clair County
 Contract 76950

BUILDING REMOVAL – CASE II (NON-FRIABLE ASBESTOS ABATEMENT) (BDE)

Effective: September 1, 1990

Revised: August 1, 2001

BUILDING REMOVAL: This item shall consist of the removal and disposal of **1** building(s), together with all foundations, retaining walls, and piers, down to a plane 300 mm (1 ft.) below the ultimate or existing grade in the area and also all incidental and collateral work necessary to complete the removal of the building(s) in a manner approved by the Engineer. Any holes, such as basements, shall be filled with a suitable granular material. The building(s) are identified as follows:

| <u>Bldg. No.</u> | <u>Parcel No.</u> | <u>Location</u> | <u>Description</u> |
|------------------|-------------------|--|--|
| 2 | 8019153 | 2001 E. Route 15 Belleville, IL 62221 | 1234 sq. ft. 1 ½ Story Wood Frame Residence |

Discontinuance of Utilities: The Contractor shall arrange for the discontinuance of all utility services that serve the building(s) according to the respective requirements and regulations of the City, County, or utility companies involved. The Contractor shall disconnect and seal, in an approved manner, all service outlets that serve any building(s) he/she is to remove.

Signs: Immediately upon execution of the contract and prior to the wrecking of any structures, the Contractor shall be required to paint or stencil, in contrasting colors of an oil base paint, on all four sides of each residence and two opposite sides of other structures, the following sign:

PROPERTY ACQUIRED FOR
HIGHWAY CONSTRUCTION
TO BE DEMOLISHED BY THE

VANDALS WILL BE PROSECUTED

The signs shall be positioned in a prominent location on the structure so that they can be easily seen and read and at a sufficient height to prevent defacing. The Contractor shall not paint signs nor start demolition of any building(s) prior to the time that the State becomes the owner of the respective building(s).

The Contractor has the option of removing the non-friable asbestos prior to demolition or demolishing the building(s) with the non-friable asbestos in place. Refer to the Special Provisions titled “Asbestos Abatement (General Conditions)” and “Removal and Disposal of Non-Friable Asbestos Building No. **2**” contained herein.

Basis of Payment: This work will be paid for at the contract lump sum unit price for BUILDING REMOVAL, numbers as listed above, which price shall be payment in full for complete removal of the buildings and structures, including any necessary backfilling material as specified herein. The lump sum unit price(s) for this work shall represent the cost of demolition and disposal assuming all non-friable asbestos is removed prior to demolition. Any salvage value shall be reflected in the contract unit price for this item.

EXPLANATION OF BIDDING TERMS: Two separate contract unit price items have been established for the removal of each building. They are:

1. BUILDING REMOVAL NO. **2**
2. REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. **2**

The Contractor shall have two options available for the removal and disposal of the non-friable asbestos.

The pay item for removal and disposal of non-friable asbestos will not be deleted regardless of the option chosen by the Contractor.

ASBESTOS ABATEMENT (GENERAL CONDITIONS): This work consists of the removal and disposal of non-friable asbestos from the building(s) to be demolished. All work shall be done according to the requirements of the U.S. Environmental Protection Agency (USEPA), the Illinois Environmental Protection Agency (IEPA), the Occupational Safety and Health Administration (OSHA), the Special Provision for "Removal and Disposal of Non-Friable Asbestos, Building No. **2**," and as outlined herein.

Sketches indicating the location of Asbestos Containing Material (ACM) are included in the proposal on pages 37 thru 42. Also refer to the Materials Description Table on page 35 & 36 for a brief description and location of the various materials. Also included is a Materials Quantities Table on page 35 & 36. This table states the ACM is non-friable and gives the approximate quantity. The quantities are given only for information and it shall be the Contractor's responsibility to determine the exact quantities prior to submitting his/her bid.

The work involved in the removal and disposal of non-friable asbestos if done prior to demolition, shall be performed by a Contractor or Sub-Contractor prequalified with the Illinois Capital Development Board.

The Contractor shall provide a shipping manifest, similar to the one shown on page 43, to the Engineer for the disposal of all ACM wastes.

Permits: The Contractor shall apply for permit(s) in compliance with applicable regulations of the Illinois Environmental Protection Agency. Any and all other permits required by other federal, state, or local agencies for carrying on the work shall be the responsibility of the Contractor. Copies of the permit(s) shall be sent to the district office and the Engineer.

Notifications: The "Demolition/Renovation Notice" form, which can be obtained from the IEPA office, shall be completed and submitted to the address listed below at least 10 days prior to commencement of any asbestos removal or demolition activity. Separate notices shall be sent for the asbestos removal work and the building demolition if they are done as separate operations.

Asbestos Demolition/Renovation Coordinator
Illinois Environmental Protection Agency
Division of Air Pollution Control
P. O. Box 19276
Springfield, Illinois 62794-9276
(217) 785-1743

Notices shall be updated if there is a change in the starting date or the amount of asbestos changes by more than 20 percent.

Submittals:

- A. All submittals and notices shall be made to the Engineer except where otherwise specified herein.
- B. Submittals that shall be made prior to start of work:
 - 1. Submittals required under Asbestos Abatement Experience.
 - 2. Submit documentation indicating that all employees have had medical examinations and instruction on the hazards of asbestos exposure, on use and fitting of respirators, on protective dress, on use of showers, on entry and exit from work areas, and on all aspects of work procedures and protective measures as specified in Worker Protection Procedures.
 - 3. Submit manufacturer's certification stating that vacuums, ventilation equipment, and other equipment required to contain airborne fibers conform to ANSI 29.2.
 - 4. Submit to the Engineer the brand name, manufacturer, and specification of all sealants or surfactants to be used. Testing under existing conditions will be required at the direction of the Engineer.
 - 5. Submit proof that all required permits, site locations, and arrangements for transport and disposal of asbestos-containing or asbestos-contaminated materials, supplies, and the like have been obtained (i.e., a letter of authorization to utilize designated landfill).
 - 6. Submit a list of penalties, including liquidated damages, incurred through non-compliance with asbestos abatement project specifications.
 - 7. Submit a detailed plan of the procedures proposed for use in complying with the requirements of this specification. Include in the plan the location and layout of decontamination units, the sequencing of work, the respiratory protection plan to be used during this work, a site safety plan, a disposal plan including the location of an approved disposal site, and a detailed description of the methods to be used to control pollution. The plan shall be submitted to the Engineer prior to the start of work.

8. Submit proof of written notification and compliance with the "Notifications" paragraph.

C. Submittals that shall be made upon completion of abatement work:

1. Submit copies of all waste chain-of-custodies, trip tickets, and disposal receipts for all asbestos waste materials removed from the work area;
2. Submit daily copies of work site entry logbooks with information on worker and visitor access;
3. Submit logs documenting filter changes on respirators, HEPA vacuums, negative pressure ventilation units, and other engineering controls; and
4. Submit results of any bulk material analysis and air sampling data collected during the course of the abatement including results of any on-site testing by any federal, state, or local agency.

Certificate of Insurance:

- A. The Contractor shall document general liability insurance for personal injury, occupational disease and sickness or death, and property damage.
- B. The Contractor shall document current Workmen's Compensation Insurance coverage.
- C. The Contractor shall supply insurance certificates as specified by the Department.

Asbestos Abatement Experience:

- A. Company Experience. Prior to starting work, the Contractor shall supply evidence that he/she has been prequalified with the Illinois Capital Development Board and that he/she has been included on the Illinois Department of Public Health's list of approved Contractors.
- B. Personnel Experience:
 1. For Superintendent, the Contractor shall supply:
 - a. Evidence of knowledge of applicable regulations in safety and environmental protection is required as well as training in asbestos abatement as evidenced by the successful completion of a training course in supervision of asbestos abatement as specified in 40 CFR 763, Subpart E, Appendix C, EPA Model Contractor Accreditation Plan. A copy of the certificate of successful completion shall be provided to the Engineer prior to the start of work.
 - b. Documentation of experience with abatement work in a supervisory position as evidenced through supervising at least two asbestos abatement projects; provide names, contact, phone number, and locations of two projects in which the individual(s) has worked in a supervisory capacity.

2. For workers involved in the removal of asbestos, the Contractor shall provide training as evidenced by the participation and successful completion of an accredited training course for asbestos abatement workers as specified in 40 CFR 763, Subpart E, Appendix C, EPA Model Contractor Accreditation Plan. A copy of the certificate of successful completion shall be provided to all employees who will be working on this project.

ABATEMENT AIR MONITORING: The Contractor shall comply with the following:

- A. Personal Monitoring. All personal monitoring shall be conducted per specifications listed in OSHA regulation, Title 29, Code of Federal Regulation 1926.58. All area sampling shall be conducted according to 40 CFR Part 763.90. All air monitoring equipment shall be calibrated and maintained in proper operating condition. Excursion limits shall be monitored daily. Personal monitoring is the responsibility of the contractor. Additional personal samples may be required by the Engineer at any time during the project.
- B. Interior Non-Friable Asbestos-Containing Materials. The contractor shall perform personal air monitoring during removal of all non-friable Transite and floor tile removal operations. The Engineer will also have the option to require additional personal samples and/or clearance samples during this type of work.
- C. Exterior Non-Friable Asbestos-Containing Materials. The contractor shall perform personal air monitoring during removal of all non-friable cementitious panels, piping, roofing felts, and built up roofing materials that contain asbestos.

The contractor shall conduct down wind area sampling to monitor airborne fiber levels at a frequency of no less than three per day.

- D. Air Monitoring Professional
 1. All air sampling shall be conducted by a qualified Air Sampling Professional supplied by the contractor. The Air Sampling Professional shall submit documentation of successful completion of the National Institute for Occupational Safety and Health (NIOSH) course #582 - "Sampling and Evaluating Airborne Asbestos Dust".
 2. Air sampling shall be conducted according to NIOSH Method 7400. The results of these tests shall be provided to the Engineer within 24 hours of the collection of air samples.

REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 2: The Contractor has the option of removing and disposing of the non-friable asbestos prior to demolition of the building(s) or demolishing the building(s) with the non-friable asbestos in place.

Option #1 - If the Contractor chooses to remove all non-friable asbestos prior to demolition, the work shall be done according to the Special Provision titled "Asbestos Abatement (General Conditions)".

Option #2 - If the Contractor chooses to demolish the building(s) with the non-friable asbestos in place, the following provisions shall apply:

1. Continuously wet all non-friable ACM and other building debris with water during demolition.
2. Dispose of all demolition debris as asbestos containing material by placing it in lined, covered transport haulers and placing it in an approved landfill.

This work will be paid for at the contract unit price per lump sum for REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 2, as shown.

The cost for this work shall be determined as follows:

Option #1 - Actual cost of removal and disposal of non-friable asbestos.

Option #2 - The difference in cost between removing and disposing of the building if all non-friable asbestos is left in place and removing and disposing of the building assuming all non-friable asbestos is removed prior to demolition.

The cost of removing and disposing of the building(s), assuming all non-friable asbestos is removed first, shall be represented by the pay item "BUILDING REMOVAL NO. 2".

Regardless of the option chosen by the Contractor, this pay item will not be deleted, nor will the pay item BUILDING REMOVAL NO. 2 and 3 be deleted.

SECTION 1

1.1 Survey Summary Sheet

SITE INFORMATION:

Route #: FAP Route Section: 27R-1 County/Parcel No.: St. Clair/8019153
103

Date of Construction: 1930 Address: 2001 East Route 15

Building Size (sq. ft.): 1,234 City, State: Belleville, IL 62221

| Asbestos-Containing Materials | |
|---|---|
| Survey Date: | <u>03/14/05</u> |
| By Whom: | <u>EDI, Inc.</u> Firm |
| | <u>Douglas McCormick</u> Inspector |
| | <u>100-08904</u> Certification # |
| Results: (Additional detail provided in Table 1) | |
| Number of material types sampled: | 19 |
| Number of samples collected | 61 |
| Number of materials testing positive | 5 |
| Was friable ACM found? | Yes |
| Were roofing materials sampled? | Yes |
| Are there unique state or local requirements? | Yes |
| Laboratory utilized: | |
| Name: | <u>Environmental Design International, Inc.</u> |
| Address: | <u>200 S. Michigan Ave.</u> |
| | <u>Chicago, Illinois 60604</u> |
| Building Access Limitations (if any): | |
| None | |

SECTION 1
1.2 Results Summary

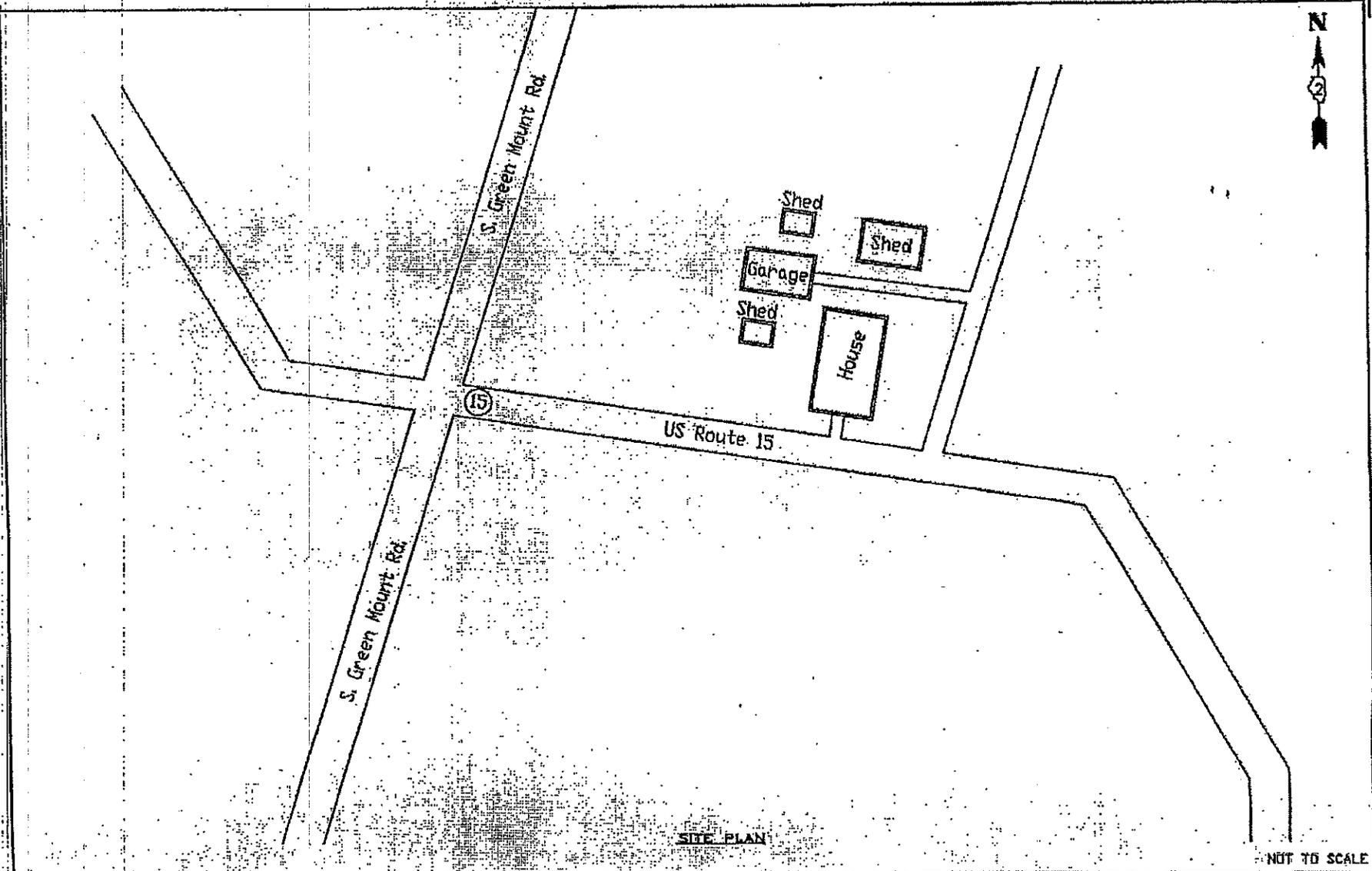
ACM SURVEY RESULTS - PARCEL NO.: 8019153
2001 East Route 15, Belleville, IL

The following homogeneous building material types were sampled as part of this survey and their results are summarized in the table below:

| MTL # | MATERIAL DESCRIPTION | LOCATION | F/NF ¹ | COND. ² | % ACM ³ | # SAMP. | QUANTITY ENGLISH/METRIC |
|--------|---|------------------------|-------------------|--------------------|--------------------|---------|--|
| 01-01 | Little Squares Linoleum Sheeting | Kitchen | NF | Good | 15%-20% | 3 | 275 Sq. Ft. 25.58 m ² |
| 01-02 | | Kitchen | NF | Good | NA | | |
| 01-03 | | Kitchen | NF | Good | NA | | |
| 01-01M | Little Squares Linoleum Sheeting Mastic | Kitchen | NF | Good | 1%-5% | 3 | 275 Sq. Ft. 25.58 m ² |
| 01-02M | | Kitchen | NF | Good | NA | | |
| 01-03M | | Kitchen | NF | Good | NA | | |
| 02-04 | Square Pattern Linoleum Sheeting | Bathroom | NF | Good | ND | 3 | 30 Sq. Ft. 2.79 m ² |
| 02-05 | | Bathroom | NF | Good | ND | | |
| 02-06 | | Bathroom | NF | Good | ND | | |
| 02-04M | Square Pattern Linoleum Sheeting Mastic | Bathroom | NF | Good | ND | 3 | 30 Sq. Ft. 2.79 m ² |
| 02-05M | | Bathroom | NF | Good | ND | | |
| 02-06M | | Bathroom | NF | Good | ND | | |
| 03-07 | 2' x 2' White Ceiling Tile | Kitchen | F | Good | ND | 3 | 275 Sq. Ft. 25.58 m ² |
| 03-08 | | Kitchen | F | Good | ND | | |
| 03-09 | | Kitchen | F | Good | ND | | |
| 04-10 | Chimney Stack Insulation | Attic | F | Good | ND | 3 | 40 Ln. Ft. 12.19 m |
| 04-11 | | Attic | F | Good | ND | | |
| 04-12 | | Attic | F | Good | ND | | |
| 05-13 | Wood Wall Board Mastic | Kitchen | NF | Good | ND | 3 | 650 Sq. Ft. 60.35 m ² |
| 05-14 | | Kitchen | NF | Good | ND | | |
| 05-15 | | Kitchen | NF | Good | ND | | |
| 06-16 | Wood Pattern Paneling | Living Room | NF | Good | ND | 3 | 150 Sq. Ft. 13.95 m ² |
| 06-17 | | Living Room | NF | Good | ND | | |
| 06-18 | | Living Room | NF | Good | ND | | |
| 07-19 | Wood Pattern Paneling Mastic | Living Room | NF | Good | ND | 3 | 150 Sq. Ft. 13.95 m ² |
| 07-20 | | Living Room | NF | Good | ND | | |
| 07-21 | | Living Room | NF | Good | ND | | |
| 08-22 | Skin Coat Plaster | Living Room | NF | Good | ND | 5 | 2,600 Sq. Ft. 232.50 m ² |
| 08-23 | | Bed Room 1 | NF | Good | ND | | |
| 08-24 | | Bed Room 1 | NF | Good | ND | | |
| 08-25 | | Bed Room 3 | NF | Good | ND | | |
| 08-26 | | Hall | NF | Good | ND | | |
| 09-27 | Hand Plaster on Fiber Board | Living Room | NF | Good | ND | 5 | 2,600 Sq. Ft. 232.50 m ² |
| 09-28 | | Bed Room 1 | NF | Good | ND | | |
| 09-29 | | Bed Room 1 | NF | Good | ND | | |
| 09-30 | | Bed Room 3 | NF | Good | ND | | |
| 09-31 | | Hall | NF | Good | ND | | |
| 10-32 | Window Caulk Brown | East | NF | Fair | 5%-10% | 3 | 200 Ln. Ft. 60.96 m |
| 10-33 | | North | NF | Fair | NA | | |
| 10-34 | | South | NF | Fair | NA | | |
| 11-35 | Window Caulk White | East | NF | Fair | 5%-10% | 3 | 200 Ln. Ft. 60.96 m |
| 11-36 | | North | NF | Fair | NA | | |
| 11-37 | | South | NF | Fair | NA | | |
| 12-38 | Door Caulk | North | NF | Fair | 5%-10% | 3 | 80 Ln. Ft. 15.24 m |
| 12-39 | | North | NF | Fair | NA | | |
| 12-40 | | North | NF | Fair | NA | | |
| 13-41 | Window Glaze | Basement Window - East | NF | Fair | ND | 3 | 100 Ln. Ft. 30.48 m |
| 13-42 | | West | NF | Fair | ND | | |
| 13-43 | | West | NF | Fair | ND | | |
| 14-44 | Exterior Carpet Mastic | Front Porch | NF | Fair | ND | 3 | 120 Sq. Ft. 11.16 m ² |
| 14-45 | | Front Porch | NF | Fair | ND | | |
| 14-46 | | Front Porch | NF | Fair | ND | | |

| MTL # | MATERIAL DESCRIPTION | LOCATION | F/NF ¹ | COND. ² | % ACM ¹ | # SAMP. | QUANTITY ENGLISH/METRIC |
|---------------------------------|-------------------------------------|----------------------------------|-------------------|----------------------|--------------------|---------|---------------------------------------|
| 15-47 15-48 15-49 | Asphalt Roof Shingles | North South West | NF NF NF | Fair Fair Fair | ND ND ND | 3 | 2,000 Sq. Ft 186.00 m ² |
| 16-50 18-51 18-52 | Green Sub Floor Material | Kitchen Kitchen Kitchen | NF NF NF | Fair Fair Fair | ND ND ND | 3 | 140 Sq. Ft 13.02 m ² |
| 16-50M 16-51M 16-52M | Green Sub Floor Material Mastic | Kitchen Kitchen Kitchen | NF NF NF | Fair Fair Fair | ND ND ND | 3 | 140 Sq. Ft 13.02 m ² |
| 17-53 17-54 17-55 | Red Sub Floor Material | Kitchen Kitchen Kitchen | NF NF NF | Fair Fair Fair | ND ND ND | 3 | 140 Sq. Ft 13.02 m ² |
| 17-53M 17-54M 17-55M | Red Sub Floor Material Mastic | Kitchen Kitchen Kitchen | NF NF NF | Fair Fair Fair | ND ND ND | 3 | 140 Sq. Ft 13.02 m ² |
| 18-56 18-57 18-58 | Yellow Sub Floor Material | Bathroom Bathroom Bathroom | NF NF NF | Fair Fair Fair | ND ND ND | 3 | 30 Sq. Ft 2.79 m ² |
| 18-56M 18-57M 18-58M | Yellow Sub Floor Material Mastic | Bathroom Bathroom Bathroom | NF NF NF | Fair Fair Fair | ND ND ND | 3 | 30 Sq. Ft 2.79 m ² |
| 19-59 19-60 19-61 | Mastic Under Carpet | Hallway Bedroom Bedroom | NF NF NF | Fair Fair Fair | ND ND ND | 3 | 350 Sq. Ft 32.55 m ² |
| TOTAL QUANTITY OF ACM | | | | | | | 275 Sq. Ft 25.58 m ² |
| ESTIMATED ABATEMENT COST | | | | | | | 450 Ln. Ft 137.16 m |

F = Friable; NF = Nonfriable Friability is further defined in section 4.
 Cond. = Condition Of Materials Either good, fair or poor.
 ND = None Detected
 NA = Not Analyzed
 TEM = Electron Microscopy



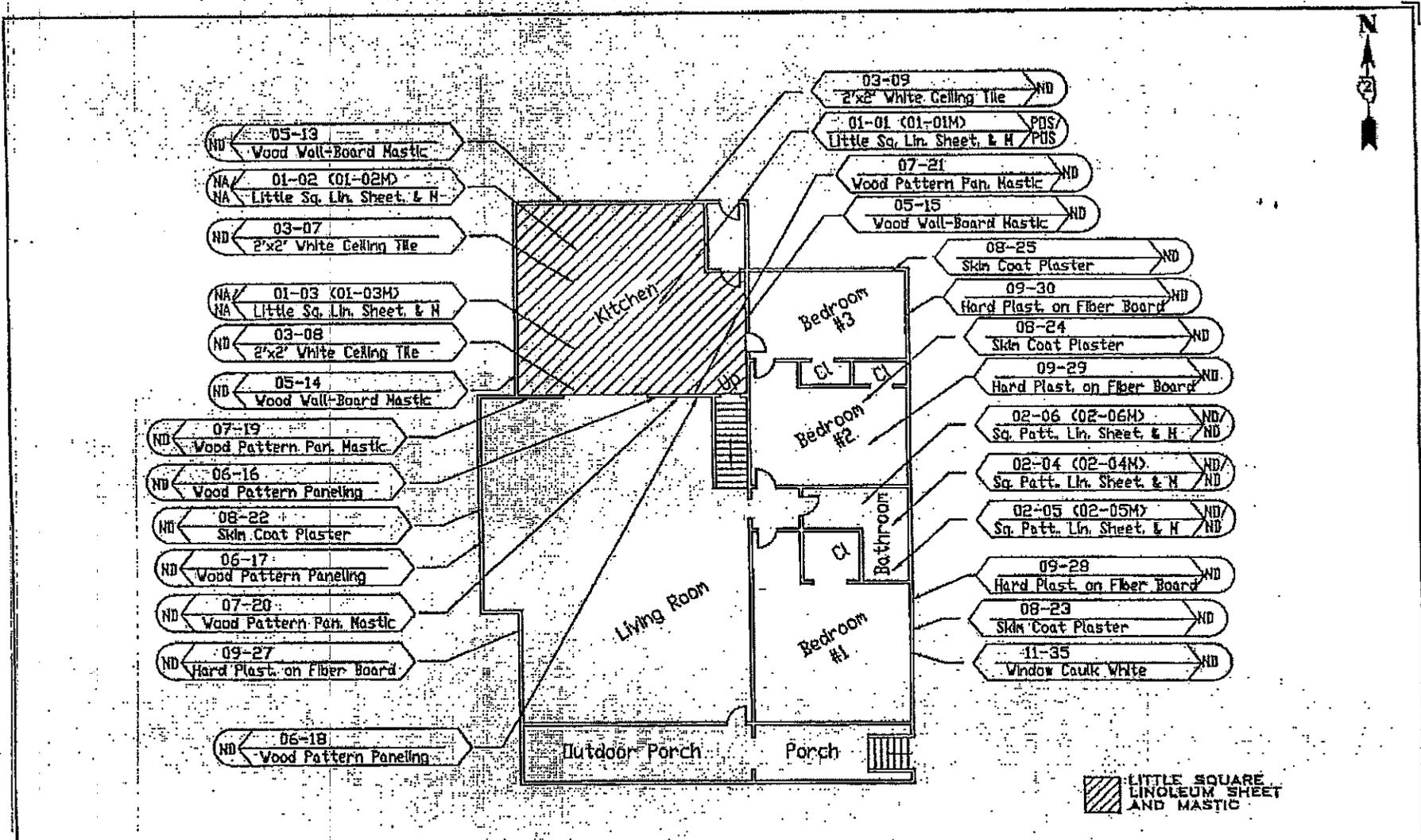
SITE PLAN

NOT TO SCALE

| | | | | | | | | |
|--|--|---|--|--|---------------------------------|-----------------|------------------|-----------|
| | ASBESTOS SAMPLE DROP SAMPLE NUMBER N/TA FLOOR 123/45678 | SAMPLE LEGEND | FIELD SAMPLE NUMBER N = NOT P = POSITIVE TR = TRACE FILE | SITE PLAN 2061 EAST ROAD 15 BELLEVILLE, ILLINOIS PARCEL NO. 8019183 | DRAWN EY | CHECKED D.M. | DATE 04/20/08 | FIG. 1 |
| | NATIONAL DESCRIPTION SAMPLE RESULT | HANDED ANALYZED N = NOT DETECTED P = POSITIVE TR = TRACE FILE | SAMPLE RESULT NEG = NEGATIVE POS = POSITIVE | ILLINOIS DEPARTMENT OF TRANSPORTATION 2500 SOUTH DIRKSEN PARKWAY SPRINGFIELD, ILLINOIS 62704 | EDI PROJECT NO. 1173.011.111 | SCALE NTS | | |

SERVER1\INDUSTRIAL_MY.ASBESTOS_05\DOT_1173_011\1173_011_110\301

Section 27-1DM
 St. Clair County
 Contract 76950



FIRST FLOOR PLAN

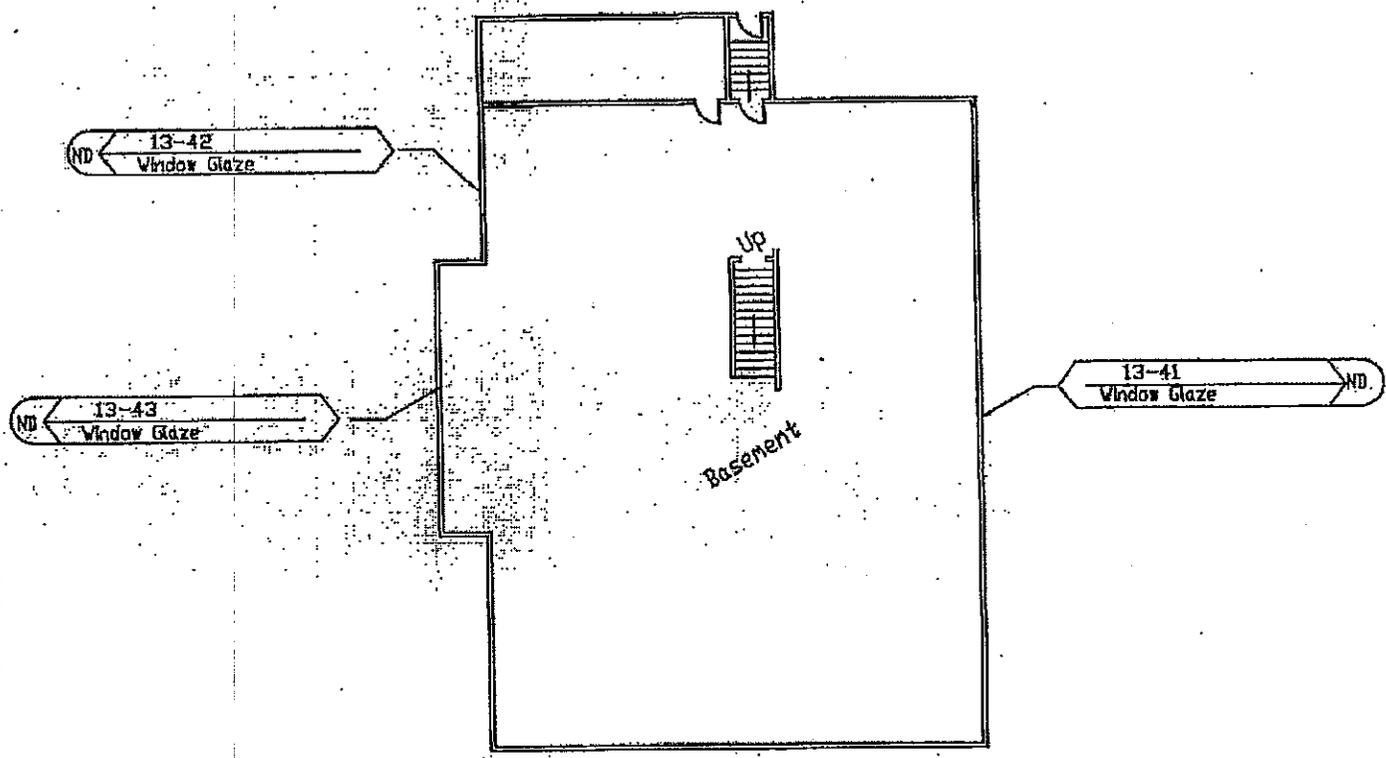
NOT TO SCALE

| | | | | | | |
|--|--|--|--|--|---|---------------|
| | ASBESTOS SAMPLE GROUP: SI-SJAY SAMPLE NUMBER: 1000 10000000 | SAMPLE LEGEND Hatched box: SI-SJAY Circle with 'SI-SJAY': SI-SJAY | LEAD Circle with 'SI-SJAY': SI-SJAY | FIRST FLOOR PLAN 2001 EAST ROUTE 15 BELLEVILLE, ILLINOIS PARCEL NO. 8018153 | DRAWN: S.V. CHECKED: D.M. DATE: 04/20/05 | FIG. 2 |
| | MATERIAL DESCRIPTION: WOOD WALL-BOARD MASTIC SAMPLE RESULT: ND | NOT ANALYZED: R or ND = NONE DETECTED P or POS = POSITIVE TR = TRACE | SAMPLE RESULT: NEG = NEGATIVE POS = POSITIVE | ILLINOIS DEPARTMENT OF TRANSPORTATION 2300 SOUTH DIRKSEN PARKWAY SPRINGFIELD, ILLINOIS 62704 | EDI PROJECT NO. 1173.011.111 SCALE: NTS | |

SERVER:\INDUSTRIAL\HY-ASBESTOS_05\DOT_1173_011\1173-011-111\1173-011-111.P_8018153

Section 27-1DM
 St. Clair County
 Contract 76950

40



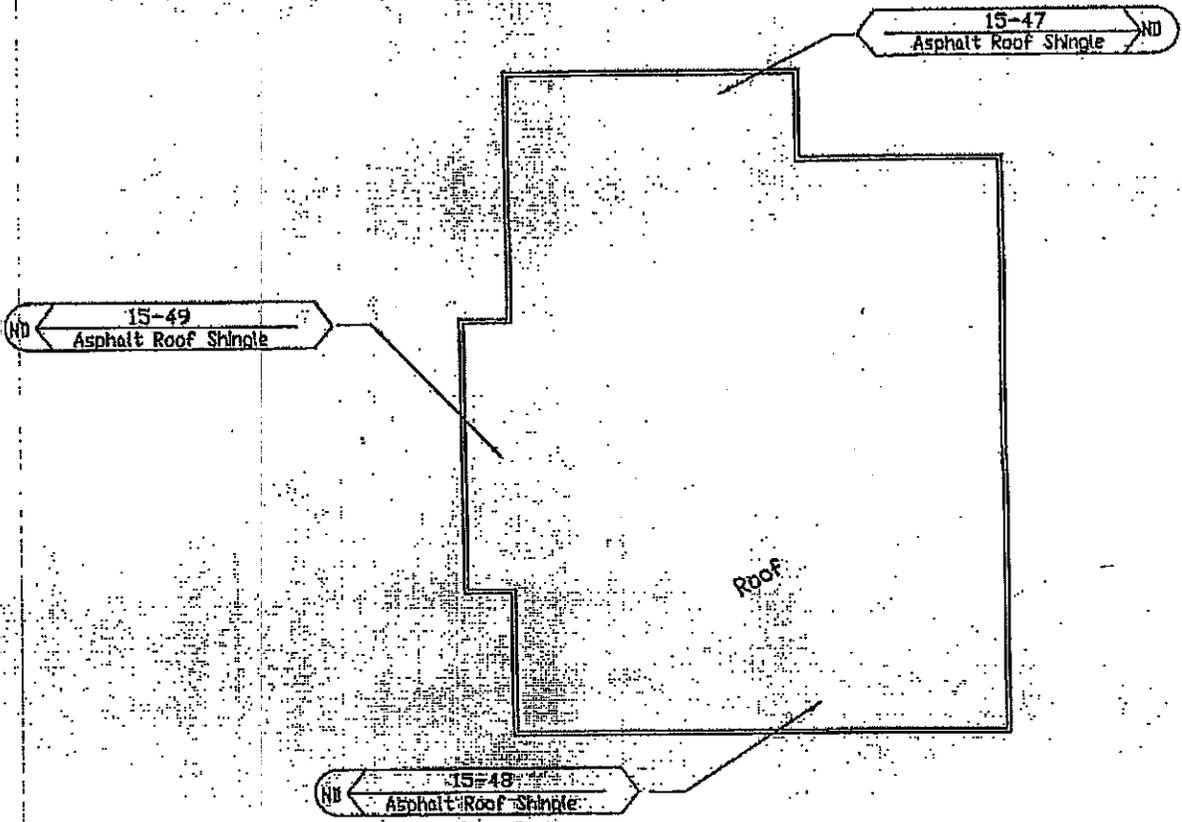
BASEMENT PLAN

NOT TO SCALE

| | | | | | | | |
|--|--|--|---|--|-----------------|------------------------------------|-----------|
| | ASBESTOS SAMPLE GROUP SAMPLE REPORT 13-42-43 Floor, Window Glaze MATERIAL DESCRIPTION SAMPLE RESULT | SAMPLE LEGEND LEAD SAMPLE NUMBER 13-42 13-43 13-41 | BASEMENT PLAN 2001 EAST ROUTE 18 BELLEVILLE, ILLINOIS PARCEL NO. 8018153 | DRAWN E.V. | CHECKED B.W. | DATE 04/26/88 | FIG. 4 |
| | | | | ILLINOIS DEPARTMENT OF TRANSPORTATION 2300 SOUTH DIRKSEN PARKWAY SPRINGFIELD, ILLINOIS 62704 | | EDI PROJECT NO. 1173.011:111 | |

SERVER1\INDUSTRIAL_HY\ASBESTOS\08\DOT_1173_011\1173_011_111\F_8018153

Section 27-1(DM)
St. Clair County
Contract 76950



ROOF PLAN

NOT TO SCALE

| | | | | | | | |
|--|--|---|---|--|---------------|------------------|-----------|
| | ASBESTOS SAMPLE GROUP SAMPLE NUMBER ANALYZED N/A MATERIAL DESCRIPTION SAMPLE RESULT | SAMPLE LEGEND LEAD SAMPLE NUMBER ANALYZED N/A MATERIAL DESCRIPTION SAMPLE RESULT | ROOF PLAN 2001 EAST ROUTE 18 BELLEVILLE, ILLINOIS PARCEL NO. 8019155 | DRAWN SV | CHECKED EM | DATE 04/28/08 | FIG. 6 |
| | | | | ILLINOIS DEPARTMENT OF TRANSPORTATION EDI PROJECT NO. 1173.011.111 | | SCALE: NTS | |

SERVER1\INDUSTRIAL_HY.ASBESTOS_OR\IDOT_1173_011\1173_011_111_P_8019155

Section 2/-1 D/M
 St. Clair County
 Contract 76950

APPENDIX D
 SHIPPING MANIFEST
 Generator

| | | |
|--|----------------|-------------------------|
| 1. Work Site Name and Mailing Address | Owner's Name | Owner's Telephone No. |
| 2. Operator's Name and Address | | Operator's Telephone No |
| 3. Waste Disposal Site (WDS) Name Mailing Address, and Physical Site Location | | WDS Telephone No. |
| 4. Name and Address of Responsible Agency | | |
| 5. Description of Materials | | |
| 6. Containers | No. | Type |
| 7. Total Quantity | M ³ | (Yd ³) |
| 8. Special Handling Instructions and Additional Information | | |
| 9. OPERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and government regulations. | | |
| Printed/Typed Name & Title | Signature | Month Day Year |

Transporter

| | | |
|---|-----------|----------------|
| 10. Transporter 1 (Acknowledgement of Receipt of Materials) | | |
| Printed/Typed Name & Title | Signature | Month Day Year |
| Address and Telephone No. | | |
| 11. Transporter 2 (Acknowledgement of Receipt of Materials) | | |
| Printed/Typed Name & Title | Signature | Month Day Year |
| Address and Telephone No. | | |

Disposal Site

| | | |
|---|-----------|----------------|
| 12. Discrepancy Indication Space | | |
| 13. Waste Disposal Site Owner or Operator: Certification of Receipt of Asbestos Materials Covered By This Manifest Except As Noted in Item 12 | | |
| Printed/Typed Name & Title | Signature | Month Day Year |

STATE OF ILLINOIS

DEPARTMENT OF TRANSPORTATION

PLANS FOR PROPOSED

F.A.P. ROUTE 103

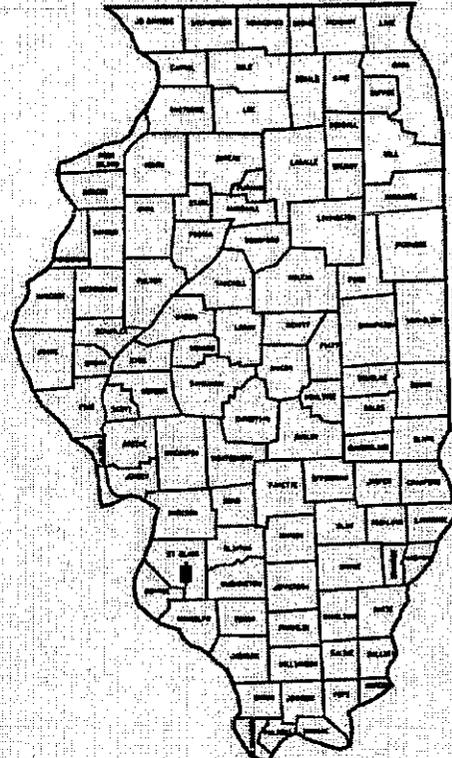
(IL. RTE. 13/15)

SECTION 27-1DM

ST. CLAIR COUNTY

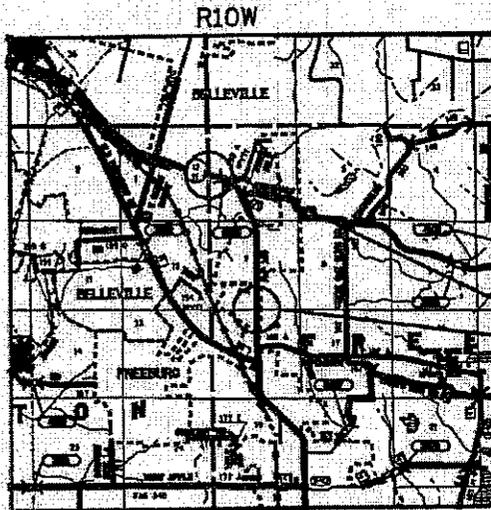
C-98-117-05

FOR INDEX OF SHEETS SEE SHEET NO. 2



LOCATION OF SECTION INDICATED THUS ■

D-98-168-99



PROJECT LOCATIONS

JOINT UTILITY LOCATION
INFORMATION FOR EXCAVATIONS
PHONE: (800) 892-0123

SUBMITTED

April 29, 2005
Mary C. Francis

DEPUTY DIRECTOR OF HIGHWAYS
REGION FIVE ENGINEER

PASSED

ENGINEER OF DESIGN & ENVIRONMENT

APPROVED

DIRECTOR, DIVISION OF HIGHWAYS

LOCATION MAP

SCALE: 1:120000

CONTRACT NO. 76950

PRINTED BY THE AUTHORITY OF THE STATE OF ILLINOIS

PLOT DATE: 4/28/2005

STATE #

4/28/2005

c:\p-objects\ed18899a\plan\pl-818899a.dgn

REF

PROJECT LEADER: PATTI LOBEAU (618) 346-3179
SQUAD CONTACT: ART MUEHLFELD (618) 346-3209

| | |
|--------------------|-----------|
| TOTAL SHEETS | SHEET NO. |
| 9 | 2 |
| CONTRACT NO. 75250 | |

INDEX OF SHEETS

1. COVER SHEET
2. INDEX OF SHEETS AND GENERAL NOTES
3. GENERAL LOCATION MAP
- 4-5. DETAILED LOCATION MAPS
6. SUMMARY OF QUANTITIES
7. BUILDING REMOVAL KEY
- 8-10. PARCEL DETAILS

STANDARDS

701001-01 701301-02 702001-05

GENERAL NOTES

ALL AREAS DISTURBED FOR ANY REASON SHALL BE SEEDED WITH CLASS 2 SEEDING AS DIRECTED BY THE ENGINEER. NUTRIENTS SHALL CONFORM TO ARTICLE 250.04 OF THE STANDARD SPECIFICATIONS.

MULCH SHALL CONFORM TO SECTION 251 OF THE STANDARD SPECIFICATIONS. MULCH SHALL CONFORM TO METHOD 2, PROCEDURE 2 AS SPECIFIED IN ARTICLE 251.03.

ILLINOIS STATE LAW REQUIRES A 48 HOUR NOTICE TO BE GIVEN TO UTILITIES BEFORE DIGGING. FIELD MARKING OF FACILITIES MAY BE OBTAINED BY CONTACTING J.U.L.I.E. OR FOR NON-MEMBERS, THE UTILITY COMPANY DIRECTLY. AGENCIES KNOWN TO HAVE FACILITIES WITHIN THE PROJECT AREA ARE AS FOLLOWS (MEMBERS OF J.U.L.I.E. ARE INDICATED BY *):

- SBC TELEPHONE
- CHARTER COMMUNICATIONS - CABLE
- VILLAGE OF FREEBURG - WATER
- AMERENIP - ELECTRIC AND GAS

MEMBERS OF J.U.L.I.E. (800) 892-0123 ARE INDICATED BY * , NON- J.U.L.I.E. MEMBERS MUST BE NOTIFIED INDIVIDUALLY

ALL BASEMENTS OR VOIDS SHALL BE FILLED WITH SUITABLE MATERIAL AS SPECIFIED IN THE STANDARD SPECIFICATION, ARTICLE 1003.01 AS STATED IN THE SPECIAL PROVISIONS.

COMMITMENTS
NONE

**INDEX OF SHEETS
AND GENERAL NOTES**

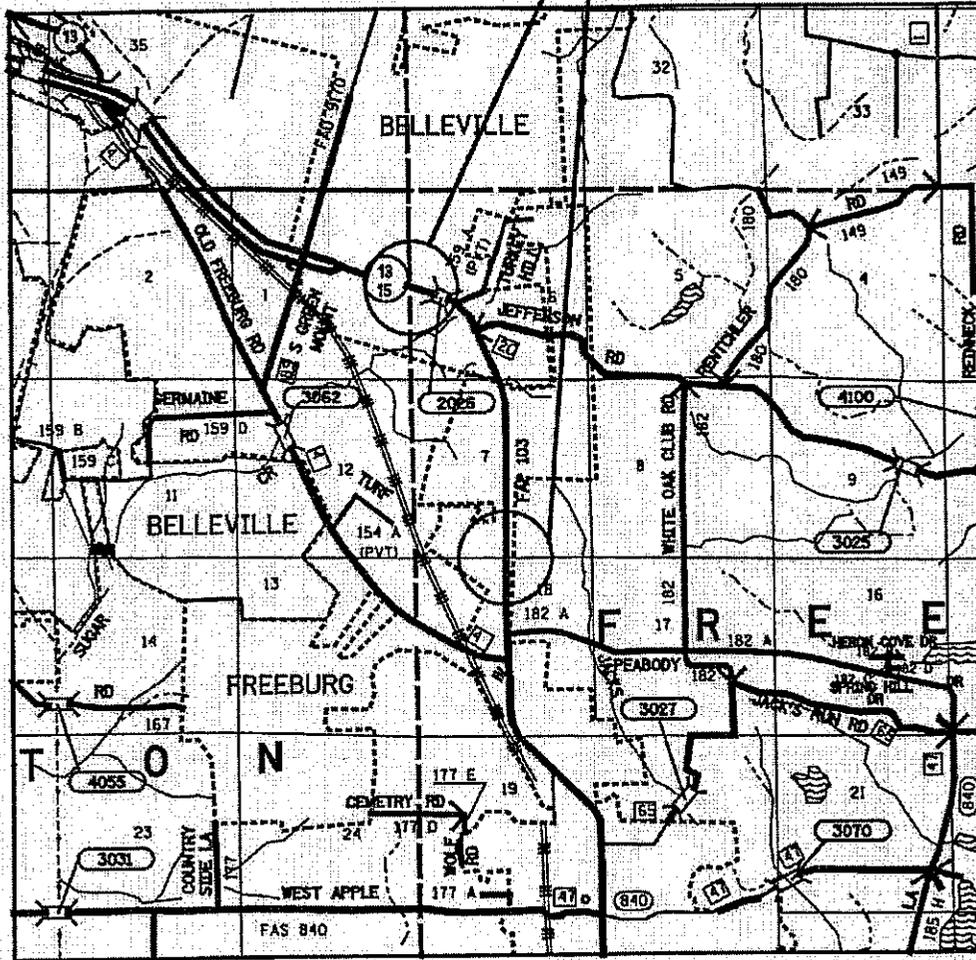
FAP ROUTE 103
SECTION 27-1DM
ST. CLAIR COUNTY

PLOT DATE: 4/28/2005

| | |
|--------------------|-----------|
| TOTAL SHEETS | SHEET NO. |
| 9 | 3 |
| CONTRACT NO. 78950 | |



SECTION 27-1DM



GENERAL LOCATION MAP

GENERAL LOCATION MAP

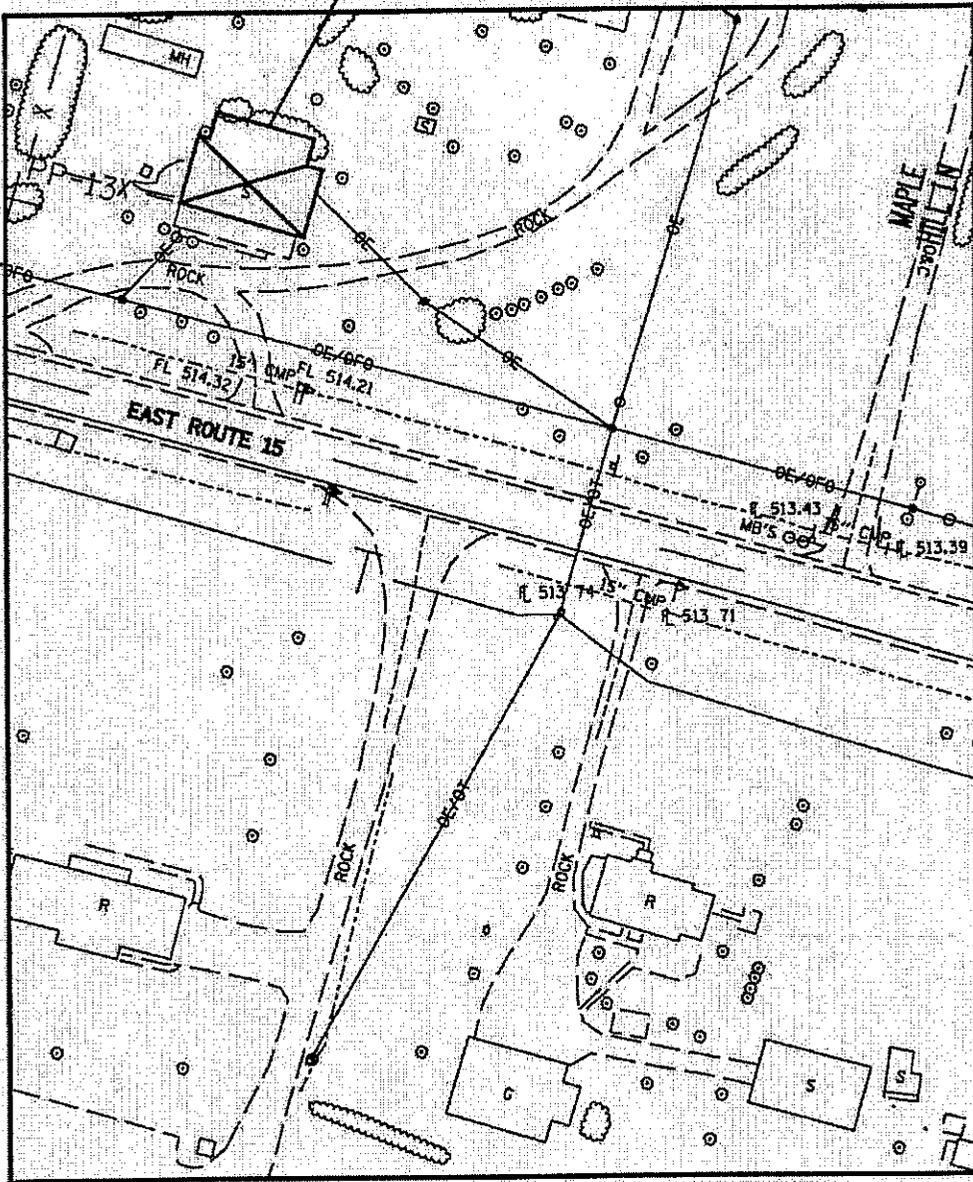
FAP ROUTE 103
SECTION 27-1DM
ST. CLAIR COUNTY

PLOT DATE: 4/28/2005

| | |
|--------------------|-----------|
| TOTAL SHEETS | SHEET NO. |
| 9 | 4 |
| CONTRACT NO. T6950 | |



PARCEL 8019008
(BUILDING NO.1)



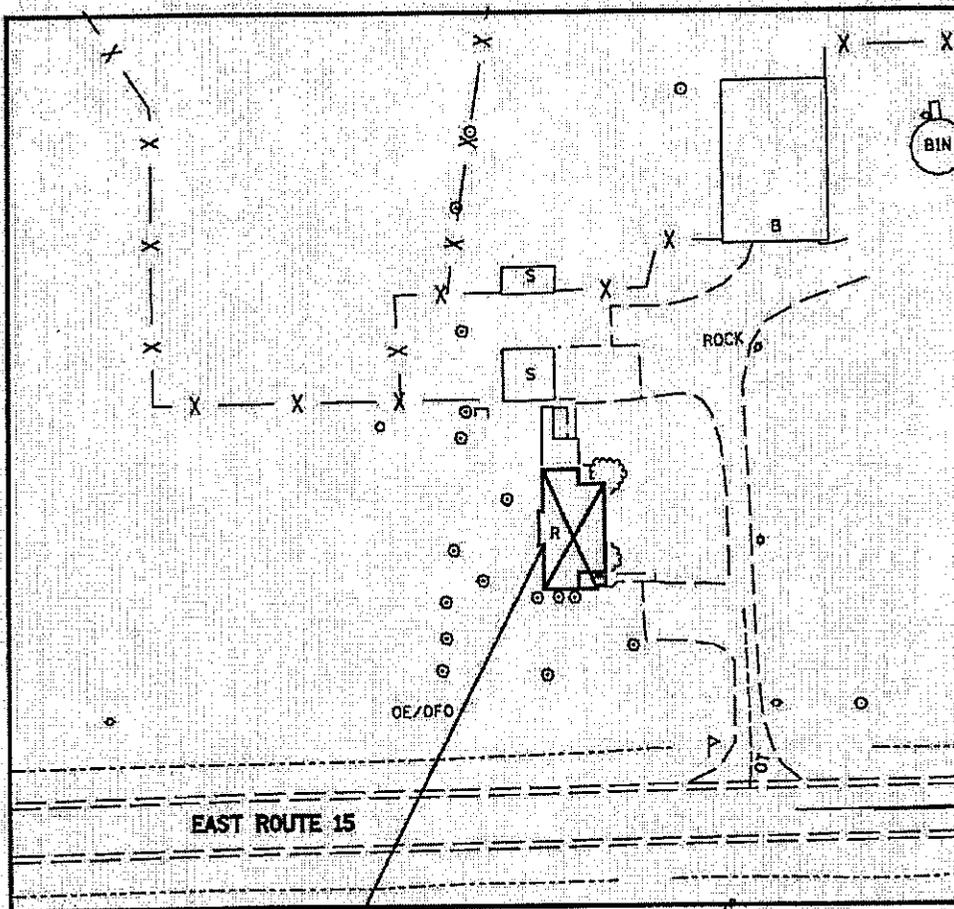
DETAILED LOCATION MAP

FAP ROUTE 103
SECTION 27-1DM
ST. CLAIR COUNTY

PLOT DATE: 4/28/2005



| | |
|--------------------|-------|
| TOTAL SHEETS | SHEET |
| 9 | 5 |
| CONTRACT NO. 78350 | |



PARCEL 8019153
(BUILDING NO.2)

DETAILED LOCATION MAP

FAP ROUTE 103
SECTION 27-1DM
ST. CLAIR COUNTY

PLOT DATE: 4/28/2005

##DATE##
 4/28/2005
 c:\projects\edj5899e\plan\pln016899ee.dgn

SUMMARY OF QUANTITIES

| CODE NO | ITEM | UNIT | TOTAL QUANTITIES | CONSTRUCTION TYPE CODE | |
|----------|--|-------|------------------|-----------------------------|--|
| | | | | 100% STATE URBAN Y004 | |
| 25000200 | SEEDING, CLASS 2 | ACRE | 0.5 | 0.5 | |
| 25100115 | MULCH, METHOD 2 | ACRE | 0.5 | 0.5 | |
| 67100100 | MOBILIZATION | L SUM | 1 | 1 | |
| Z0007601 | BUILDING REMOVAL NO. 1 | L SUM | 1 | 1 | |
| Z0007602 | BUILDING REMOVAL NO. 2 | L SUM | 1 | 1 | |
| Z0049902 | REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 2 | L SUM | 1 | 1 | |

SUMMARY OF QUANTITIES

PLT DATE: 4/28/2005
 FAP ROUTE 103
 SECTION 27-1DM
 ST. CLAIR COUNTY

10%
 SHEETS
 9
 5
 CONTRACT NO. 76950

| | |
|--------------------|--------------|
| TOTAL SHEETS | SHEET NO. |
| 9 | 7 |
| CONTRACT NO. 76950 | |

BUILDING REMOVAL KEY

| BUILDING NO. | PARCEL NO. | DESCRIPTION |
|--------------|------------|--|
| 1. | 8019008 | 1000 SQ. FT. ONE STORY COMMERCIAL BUILDING |
| 2. | 8019153 | 1234 SQ. FT. 1 1/2 STORY WOOD RESIDENCE |

BUILDING REMOVAL KEY

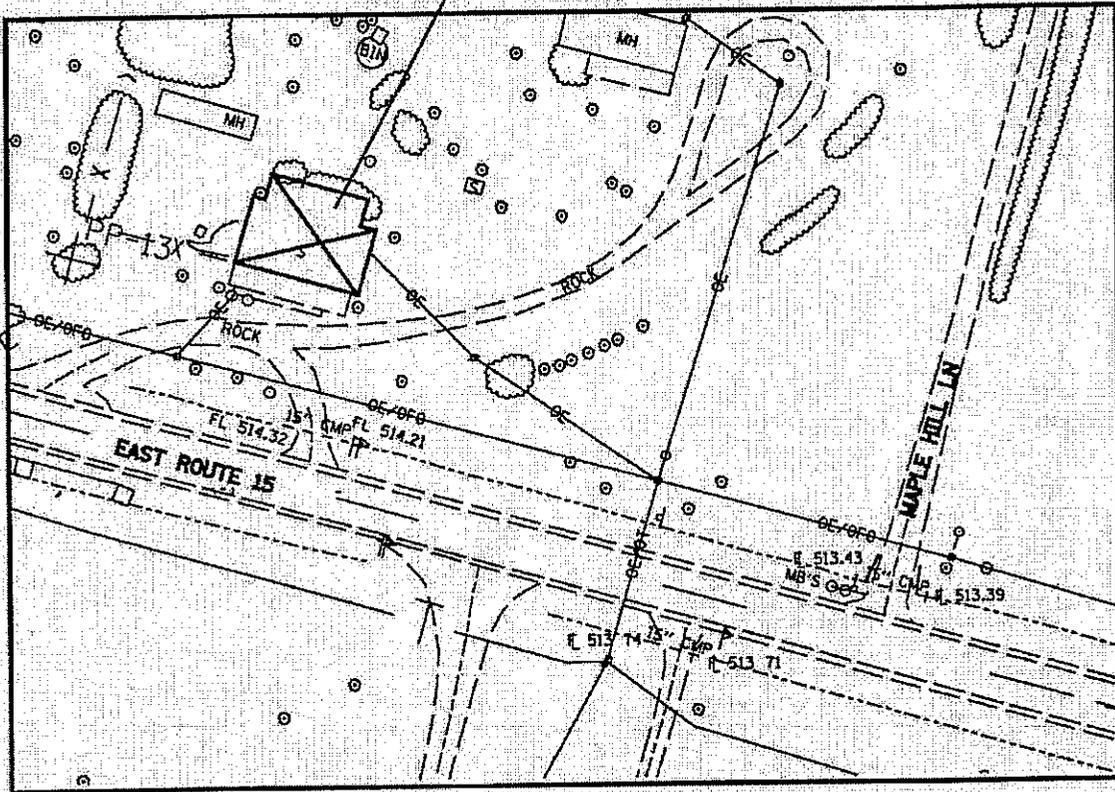
FAP 103
SECTION 27-1DM
ST. CLAIR COUNTY

PLAT DATE: 4/28/2005

| | |
|--------------------|-----------|
| TOTAL SHEETS | SHEET NO. |
| 9 | 8 |
| CONTRACT NO. 76950 | |



BUILDING REMOVAL NO. 1



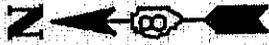
PARCEL DETAIL

PARCEL 8019008
North Side of Route 15, S. E. of Belleville, IL

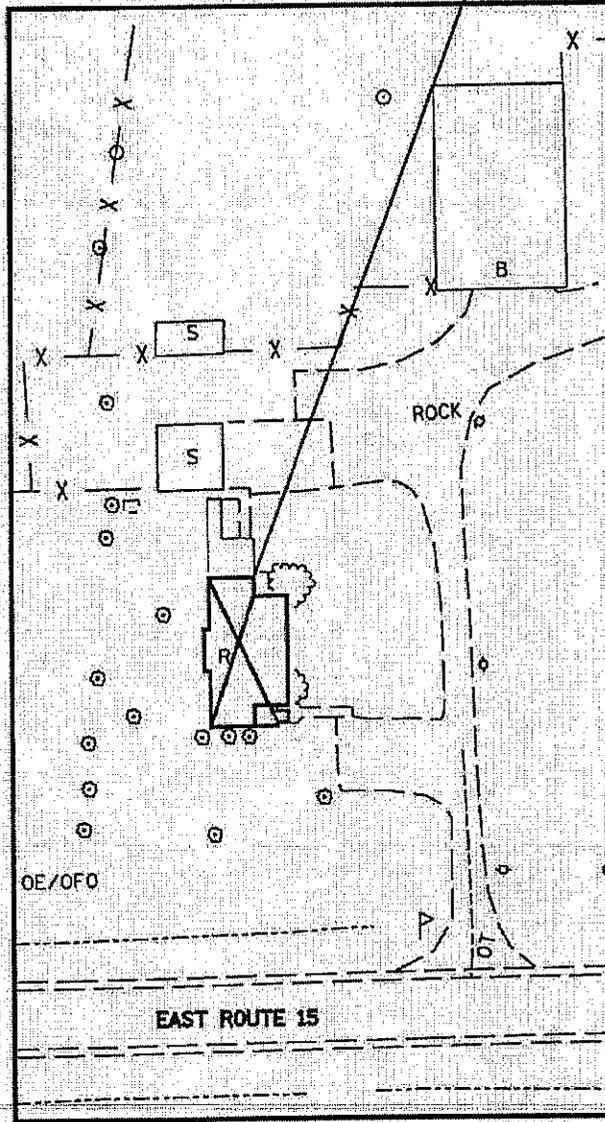
FAP ROUTE 103
SECTION 27-1DM
ST. CLAIR COUNTY

PLOT DATE: 4/28/2005

| | |
|--------------------|-----------|
| TOTAL SHEETS | SHEET NO. |
| 9 | 9 |
| CONTRACT NO. 78850 | |



BUILDING REMOVAL NO. 2



PARCEL DETAIL

PARCEL 8019153
 2001 East Route 15
 Belleville, Illinois 62221

FAP ROUTE 103
 SECTION 27-1DM
 ST. CLAIR COUNTY

PLOT DATE: 4/28/2005

ILLINOIS DEPARTMENT OF LABOR

PREVAILING WAGES FOR ST. CLAIR COUNTY EFFECTIVE JULY 2005

The Prevailing rates of wages are included in the Contract proposals which are subject to Check Sheet #5 of the Supplemental Specifications and Recurring Special Provisions. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which the work is to be performed and for each craft or type of work or mechanic needed to execute the work of the Contract. As required by Prevailing Wage Act (820 ILCS 130/0.01, et seq.) and Check Sheet #5 of the Contract, not less than the rates of wages ascertained by the Illinois Department of Labor and as revised during the performance of a Contract shall be paid to all laborers, workers and mechanics performing work under the Contract. Post the scale of wages in a prominent and easily accessible place at the site of work.

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

Saint Clair County Prevailing Wage for November 2005

| Trade Name | RG | TYP | C | Base | FRMAN | *M-F>8 | OSA | OSH | H/W | Pensn | Vac | Trng |
|----------------------|----|-----|---|--------|--------|--------|-----|-----|-------|-------|-------|-------|
| ASBESTOS ABT-GEN | | BLD | | 23.800 | 24.300 | 1.5 | 1.5 | 2.0 | 5.000 | 5.950 | 0.000 | 0.600 |
| ASBESTOS ABT-MEC | | BLD | | 25.290 | 26.290 | 1.5 | 1.5 | 2.0 | 4.450 | 2.500 | 0.000 | 0.250 |
| BOILERMAKER | | BLD | | 27.000 | 29.500 | 1.5 | 1.5 | 2.0 | 7.020 | 10.21 | 0.000 | 0.210 |
| BRICK MASON | | BLD | | 25.520 | 27.170 | 1.5 | 1.5 | 2.0 | 4.750 | 7.700 | 2.000 | 0.420 |
| CARPENTER | | ALL | | 29.730 | 31.230 | 1.5 | 1.5 | 2.0 | 4.800 | 3.500 | 0.000 | 0.350 |
| CEMENT MASON | | ALL | | 26.200 | 26.950 | 1.5 | 1.5 | 2.0 | 5.000 | 7.750 | 0.000 | 0.100 |
| CERAMIC TILE FNSHER | | BLD | | 22.040 | 0.000 | 1.5 | 1.5 | 2.0 | 4.800 | 4.100 | 0.000 | 0.250 |
| ELECTRIC PWR EQMT OP | | ALL | | 29.820 | 35.940 | 1.5 | 2.0 | 2.0 | 4.120 | 7.450 | 0.000 | 0.150 |
| ELECTRIC PWR GRNDMAN | | ALL | | 22.260 | 35.940 | 1.5 | 2.0 | 2.0 | 3.080 | 5.570 | 0.000 | 0.110 |
| ELECTRIC PWR LINEMAN | | ALL | | 34.280 | 35.940 | 1.5 | 2.0 | 2.0 | 4.740 | 8.570 | 0.000 | 0.170 |
| ELECTRIC PWR TRK DRV | | ALL | | 24.340 | 35.940 | 1.5 | 2.0 | 2.0 | 3.370 | 6.080 | 0.000 | 0.120 |
| ELECTRICIAN | | ALL | | 31.460 | 33.350 | 1.5 | 1.5 | 2.0 | 5.030 | 6.130 | 0.000 | 0.470 |
| ELECTRONIC SYS TECH | | BLD | | 22.970 | 24.470 | 1.5 | 1.5 | 2.0 | 2.800 | 4.690 | 2.250 | 0.250 |
| ELEVATOR CONSTRUCTOR | | BLD | | 32.700 | 36.790 | 2.0 | 2.0 | 2.0 | 7.275 | 3.420 | 1.960 | 0.000 |
| FLOOR LAYER | | BLD | | 26.030 | 26.780 | 1.5 | 1.5 | 2.0 | 4.750 | 3.500 | 0.000 | 0.350 |
| GLAZIER | | BLD | | 28.730 | 0.000 | 2.0 | 2.0 | 2.0 | 7.150 | 5.920 | 2.300 | 0.160 |
| HT/FROST INSULATOR | | BLD | | 29.640 | 30.640 | 1.5 | 1.5 | 2.0 | 4.450 | 7.860 | 0.000 | 0.450 |
| IRON WORKER | | ALL | | 25.390 | 26.890 | 1.5 | 1.5 | 2.0 | 6.210 | 7.900 | 0.000 | 0.420 |
| LABORER | N | ALL | | 23.300 | 23.800 | 1.5 | 1.5 | 2.0 | 5.000 | 5.950 | 0.000 | 0.600 |
| LABORER | S | ALL | | 20.900 | 21.400 | 1.5 | 1.5 | 2.0 | 4.750 | 7.000 | 0.000 | 0.500 |
| MACHINIST | | BLD | | 35.630 | 37.630 | 2.0 | 2.0 | 2.0 | 3.880 | 4.750 | 2.460 | 0.000 |
| MARBLE FINISHERS | | BLD | | 22.040 | 0.000 | 1.5 | 1.5 | 2.0 | 4.800 | 4.100 | 0.000 | 0.250 |
| MARBLE MASON | | BLD | | 25.520 | 27.170 | 1.5 | 1.5 | 2.0 | 4.750 | 7.700 | 2.000 | 0.420 |
| MILLWRIGHT | | ALL | | 29.730 | 31.230 | 1.5 | 1.5 | 2.0 | 4.800 | 3.500 | 0.000 | 0.350 |
| OPERATING ENGINEER | | ALL | 1 | 25.350 | 26.480 | 1.5 | 1.5 | 2.0 | 5.900 | 10.60 | 0.000 | 1.000 |
| OPERATING ENGINEER | | ALL | 2 | 24.220 | 26.480 | 1.5 | 1.5 | 2.0 | 5.900 | 10.60 | 0.000 | 1.000 |
| OPERATING ENGINEER | | ALL | 3 | 19.740 | 26.480 | 1.5 | 1.5 | 2.0 | 5.900 | 10.60 | 0.000 | 1.000 |
| OPERATING ENGINEER | | ALL | 4 | 19.800 | 26.480 | 1.5 | 1.5 | 2.0 | 5.900 | 10.60 | 0.000 | 1.000 |
| OPERATING ENGINEER | | ALL | 5 | 19.470 | 26.480 | 1.5 | 1.5 | 2.0 | 5.900 | 10.60 | 0.000 | 1.000 |
| OPERATING ENGINEER | | ALL | 6 | 25.900 | 26.480 | 1.5 | 1.5 | 2.0 | 5.900 | 10.60 | 0.000 | 1.000 |
| OPERATING ENGINEER | | ALL | 7 | 26.200 | 26.480 | 1.5 | 1.5 | 2.0 | 5.900 | 10.60 | 0.000 | 1.000 |
| OPERATING ENGINEER | | ALL | 8 | 26.480 | 26.480 | 1.5 | 1.5 | 2.0 | 5.900 | 10.60 | 0.000 | 1.000 |
| PAINTER | | BLD | | 24.600 | 25.600 | 1.5 | 1.5 | 2.0 | 4.400 | 5.150 | 0.000 | 0.350 |
| PAINTER | | HWY | | 25.000 | 26.000 | 1.5 | 1.5 | 2.0 | 3.900 | 5.150 | 0.000 | 0.350 |
| PAINTER OVER 30FT | | BLD | | 25.600 | 26.600 | 1.5 | 1.5 | 2.0 | 4.400 | 5.150 | 0.000 | 0.350 |
| PAINTER PWR EQMT | | BLD | | 25.600 | 26.600 | 1.5 | 1.5 | 2.0 | 4.400 | 5.150 | 0.000 | 0.350 |
| PAINTER PWR EQMT | | HWY | | 26.000 | 27.000 | 1.5 | 1.5 | 2.0 | 3.900 | 5.150 | 0.000 | 0.350 |
| PILEDRIVER | | ALL | | 29.730 | 31.230 | 1.5 | 1.5 | 2.0 | 4.800 | 3.500 | 0.000 | 0.350 |
| PIPEFITTER | NW | BLD | | 28.000 | 30.000 | 1.5 | 1.5 | 2.0 | 5.200 | 6.840 | 0.000 | 0.400 |
| PIPEFITTER | SE | BLD | | 29.250 | 31.750 | 1.5 | 1.5 | 2.0 | 5.350 | 3.750 | 0.000 | 0.375 |
| PLASTERER | | BLD | | 26.150 | 27.150 | 1.5 | 1.5 | 2.0 | 5.000 | 7.000 | 0.000 | 0.250 |
| PLUMBER | NW | BLD | | 29.450 | 31.950 | 1.5 | 1.5 | 2.0 | 4.800 | 5.200 | 0.000 | 0.250 |
| PLUMBER | SE | BLD | | 30.000 | 32.500 | 1.5 | 1.5 | 2.0 | 5.600 | 3.750 | 0.000 | 0.375 |
| ROOFER | | BLD | | 25.250 | 27.250 | 1.5 | 1.5 | 2.0 | 5.200 | 5.300 | 0.000 | 0.200 |
| SHEETMETAL WORKER | | ALL | | 27.210 | 28.460 | 1.5 | 1.5 | 2.0 | 6.000 | 4.770 | 1.630 | 0.120 |
| SPRINKLER FITTER | | BLD | | 31.080 | 33.080 | 2.0 | 2.0 | 2.0 | 5.900 | 5.850 | 0.000 | 0.400 |
| TERRAZZO FINISHER | | BLD | | 30.050 | 0.000 | 1.5 | 1.5 | 2.0 | 0.000 | 0.000 | 0.000 | 0.000 |
| TERRAZZO MASON | | BLD | | 29.550 | 29.850 | 1.5 | 1.5 | 2.0 | 0.000 | 3.750 | 0.000 | 0.000 |
| TRUCK DRIVER | | ALL | 1 | 24.905 | 0.000 | 1.5 | 1.5 | 2.0 | 7.000 | 3.200 | 0.000 | 0.000 |
| TRUCK DRIVER | | ALL | 2 | 25.305 | 0.000 | 1.5 | 1.5 | 2.0 | 7.000 | 3.200 | 0.000 | 0.000 |
| TRUCK DRIVER | | ALL | 3 | 25.505 | 0.000 | 1.5 | 1.5 | 2.0 | 7.000 | 3.200 | 0.000 | 0.000 |
| TRUCK DRIVER | | ALL | 4 | 25.755 | 0.000 | 1.5 | 1.5 | 2.0 | 7.000 | 3.200 | 0.000 | 0.000 |
| TRUCK DRIVER | | ALL | 5 | 26.505 | 0.000 | 1.5 | 1.5 | 2.0 | 7.000 | 3.200 | 0.000 | 0.000 |
| TRUCK DRIVER | | O&C | 1 | 19.924 | 0.000 | 1.5 | 1.5 | 2.0 | 7.000 | 3.200 | 0.000 | 0.000 |
| TRUCK DRIVER | | O&C | 2 | 20.244 | 0.000 | 1.5 | 1.5 | 2.0 | 7.000 | 3.200 | 0.000 | 0.000 |
| TRUCK DRIVER | | O&C | 3 | 20.404 | 0.000 | 1.5 | 1.5 | 2.0 | 7.000 | 3.200 | 0.000 | 0.000 |
| TRUCK DRIVER | | O&C | 4 | 20.604 | 0.000 | 1.5 | 1.5 | 2.0 | 7.000 | 3.200 | 0.000 | 0.000 |
| TRUCK DRIVER | | O&C | 5 | 21.204 | 0.000 | 1.5 | 1.5 | 2.0 | 7.000 | 3.200 | 0.000 | 0.000 |

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

ST. CLAIR COUNTY

LABORERS (NORTH) - The area bounded by Route 159 to a point south of Fairview Heights and west-southwest to Route 3 at Monroe County line.

PLUMBERS & PIPEFITTERS (SOUTHEAST) - That part of the county bordered by Rt. 50 on the North and West including Belleville.

PLUMBERS (NORTHWEST) - Towns of Aloraton, Brooklyn, Cahokia, Caseyville, Centreville, Dupo, East Carondelet, E. St. Louis, Fairview Heights, French Village, National City, O'Fallon, Sauget, and Washington Park.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER AND MARBLE FINISHER

The handling, at the building site, of all sand, cement, tile, marble or stone and all other materials that may be used and installed by [a] tile layer or marble mason. In addition, the grouting, cleaning, sealing, and mixing on the job site, and all other work as required in assisting the setter. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS

GROUP I. Cranes, Dragline, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways, or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines or Backfiller, Cherrypickers, Overhead Cranes, Roller, Steam or Gas, Concrete Pavers, Excavators, Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than Derrick Type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (Two), Air Compressors (Two), Water Pumps regardless of size (Two), Welding Machines (Two), Siphons or Jets (Two), Winch Heads or Apparatuses (Two), Light Plants (Two), Waterblasters (two), All Tractors regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (One), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, all Operators (except those listed below).

GROUP II. Assistant Operators.

GROUP III. Air Compressors (One), Water Pumps, regardless of Size (One), Waterblasters (one), Welding Machine (One), Mixers (One Bag), Conveyor (One), Siphon or Jet (One), Light Plant (One), Heater (One), Immobile Track Air (One), and Self Propelled Walk-Behind Rollers.

GROUP IV. Asphalt Spreader Oilers, Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler, and Creter Crane Oiler (when required).

GROUP V. Oiler.

GROUP VI. Master Mechanics, Operators on equipment with Booms, including jibs, 100 feet and over, and less than 150 feet long.

GROUP VII. Operators on equipment with Booms, including jibs, 150 feet and over, and less than 200 feet long.

GROUP VIII. Operators on Equipment with Booms, including jibs, 200 feet and over; Tower Cranes; Whirlie Cranes; and Operator Foreman.

TERRAZZO FINISHER

The handling of all materials used for Mosaic and Terrazzo work including preparing, mixing by hand, by mixing machine or transporting of pre-mixed materials and distributing with shovel, rake, hoe, or pail, all kinds of concrete foundations necessary for Mosaic and Terrazzo work, all cement terrazzo, magnesite terrazzo, Do-O-Tex terrazzo, epoxy matrix ter-razzo, exposed aggregate, rustic or rough washed for exterior or interior of buildings placed either by machine or by hand, and any other kind of mixture of plastics composed of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium chloride or any other resinous or chemical substances used for seamless flooring systems, and all other building materials, all similar materials and all precast terrazzo work on jobs, all scratch coat used for Mosaic and Terrazzo work and sub-bed, tar paper and wire

mesh (2x2 etc.) or lath. The rubbing, grinding, cleaning and finishing of same either by hand or by machine or by terrazzo resurfacing equipment on new or existing floors. When necessary finishers shall be allowed to assist the mechanics to spread sand bed, lay tarpaper and wire mesh (2x2 etc.) or lath. The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base, and troweled or rolled into the finish and then the surface is ground by grinding machines.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.