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

**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 <a href="http://www.dot.il.gov/desenv/delett.html">http://www.dot.il.gov/desenv/delett.html</a> 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. Proposal Bid Bonds are not required for Small Business Set-Asides.

**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.

254

Proposal Submitted By	
Name	
Address	
City	

### **Letting June 17, 2005**

#### 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



Springfield, Illinois 62764

Contract No. 76747
MADISON County
Section 520-2-2DM5
District 8 Construction Funds
Route FAP 788

PLEASE MARK THE APPROPRIATE BOX BELOW:
☐ A <u>Bid Bond</u> is included.
A <u>Cashier's Check</u> or a <u>Certified Check</u> is included.

Plans Included Herein

Prepared by

S

Checked by

Printed by authority of the State of Illinois)

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

#### **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 <u>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).</u>

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



**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. 76747
MADISON County
Section 520-2-2DM5
Route FAP 788
District 8 Construction Funds

Demolition of 4 residential buildings, 2 garages and a mobile home trailer slab for the proposed relocation of IL Route 3 in Venice.

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.

BD 353A (Rev. 11/2001)

- 3. ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER. The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.
- 4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.

#### NUMBER 5 BELOW DOES NOT APPLY TO SMALL BUSINESS SET-ASIDES

5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

	Amount o		oposal <u>ıaranty</u>		Amount o	of Bid	Proposal <u>Guaranty</u>
Up to		\$5,000	\$150	\$2,000,000	to	\$3,000,000	\$100,000
\$5,000	to	\$10,000	\$300	\$3,000,000	to	\$5,000,000	\$150,000
\$10,000	to	\$50,000 \$	1,000	\$5,000,000	to	\$7,500,000	\$250,000
\$50,000	to	\$100,000 \$3	3,000	\$7,500,000	to	\$10,000,000	\$400,000
\$100,000	to	\$150,000 \$9	5,000	\$10,000,000	to	\$15,000,000	\$500,000
\$150,000	to	\$250,000 \$7	7,500	\$15,000,000	to	\$20,000,000	\$600,000
\$250,000	to	\$500,000 \$12	2,500	\$20,000,000	to	\$25,000,000	\$700,000
\$500,000	to	\$1,000,000 \$25	5,000	\$25,000,000	to	\$30,000,000	\$800,000
\$1,000,000	to	\$1,500,000 \$50	0,000	\$30,000,000	to	\$35,000,000	\$900,000
\$1,500,000	to	\$2,000,000 \$75	5,000	over		\$35,000,000	\$1,000,000

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the Treasurer, State of Illinois, when the state is awarding authority; the county treasurer, when a county is the awarding authority; or the city, village, or town treasurer, when a city, village, or town is the awarding authority.

If a combination bid is submitted, the proposal guaranties which accompany the individual proposals making up the combination will be considered as also covering the combination bid.

The amount of the proposal guaranty check is \_\_\_\_\_\_\_\$( ). If this proposal is accepted and the undersigned shall fail to execute a contract bond as required herein, it is hereby agreed that the amount of the proposal guaranty shall become the property of the State of Illinois, and shall be considered as payment of damages due to delay and other causes suffered by the State because of the failure to execute said contract and contract bond; otherwise, the bid bond shall become void or the proposal guaranty check shall be returned to the undersigned.

Attach Cashier's Check or Certified Check Here						
In the event that one proposal guaranty check is intended to cover tw of the proposal guaranties which would be required for each individua state below where it may be found.						
The proposal guaranty check will be found in the proposal for:	Item					
	Section No.					
	County .	<del></del>				

Mark the proposal cover sheet as to the type of proposal guaranty submitted.

BD 354 (Rev. 11/2001)

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		Combination Bid			
No.	Sections Included in Combination	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 76747 **NUMBER -**

C-98-114-05 State Job # -PPS NBR -8-81050-4506 County Name -MADISON- -

Code -119 - -District -8 - -

Section Number -520-2-2DM5

Project Number	Route
	FAP 788

Item		Unit of					
Number	Pay Item Description	Measure	Quantity	X	Unit Price	=	Total Price
X0324957	BASEMENT WALL REM SPL	EACH	3.000				
Z0007601	BLDG REMOV NO 1	L SUM	1.000				
Z0007602	BLDG REMOV NO 2	L SUM	1.000				
Z0007603	BLDG REMOV NO 3	L SUM	1.000				
Z0007604	BLDG REMOV NO 4	L SUM	1.000				
Z0007605	BLDG REMOV NO 5	L SUM	1.000				
Z0007606	BLDG REMOV NO 6	L SUM	1.000				
Z0049803	R&D FRIABL ASB BLD 3	L SUM	1.000				
Z0049804	R&D FRIABL ASB BLD 4	L SUM	1.000				
Z0049806	R&D FRIABL ASB BLD 6	L SUM	1.000				
Z0049904	R&D NON-FR ASB BLD 4	L SUM	1.000				
25000200	SEEDING CL 2	ACRE	1.000				
25100115	MULCH METHOD 2	ACRE	1.000				
50102510	CONC REM SPEC	EACH	1.000				
67000400	ENGR FIELD OFFICE A	CAL MO	2.000				

### Page 2 5/19/2005

# ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 76747

State Job # - C-98-114-05

PPS NBR - 8-81050-4506

County Name - MADISON- -

Code - 119 - - District - 8 - -

Section Number - 520-2-2DM5

Project Number	Route
	FAP 788

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
67100100	MOBILIZATION	L SUM	1.000				
70102640	TR CONT & PROT 701801	L SUM	1.000				

CON	ITD /	CT	NII.	IRA	DED
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76747

THIS IS THE TOTAL BID \$	
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#### 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.

## 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.

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.

#### 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.

(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. <u>Drug Free Workplace</u>

- 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. <u>Disclosure Forms</u>. 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. <u>Disclosure Form Instructions</u>

#### 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**

ac	curate, and all forms a	are hereby incorporated b	rmation previously submi y reference in this bid. Ar rms are attached to this bi	ny necessary additional
-		(Bidding	Company)	
-	Name of Authorized Repre	esentative (type or print)	Title of Authorized Repre	esentative (type or print)
		Signature of Author	prized Representative	Date

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

D.

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 <u>per person per bid</u> even if a specific individual would require a yes answer to more than one question.)
bidding e authorize	answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or the ntity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by a person that is d to execute contracts for your organization. <b>Photocopied or stamped signatures are not acceptable</b> . The person signing can be, but 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 ans a person	wer to each of the above questions is "NO", then the <u>NOT APPLICABLE STATEMENT</u> on page 2 of Form A must be signed and dated by that is authorized to execute contracts for your company.
bidding e	Identifying Other Contracts & Procurement Related Information  Disclosure Form B must be completed for each bid submitted by the ntity. It must be signed by an individual who is authorized to execute contracts for the bidding entity. Note: Signing the NOT INBLE STATEMENT On Form A does not allow the bidder to ignore Form B. Form B must be completed, signed and dated or the bidder onsidered nonresponsive and the bid will not be accepted.
ongoing	er shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the box on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following:
agency p attached and are r	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 ending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts to be included. Contracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development ust be included. Bidders who submit Affidavits of Availability are suggested to use Option II.
"See Afficagency p	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 davit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of Illinois ending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the f Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.
Bidders	Submitting More Than One Bid
	ubmitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. dicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms nce.
	e bid submitted for letting item contains the Form A disclosures or Certification Statement and the Form B closures. 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 the 30 ILCS 500). Vendors desiring to enter interest and potential conflict of interest information as the publicly available contract file. This Founded contracts. A publicly traded comparts action of the requirements set forth	to a contract with the State of Illinois as specified in this Disclosure Form rm A must be completed for bids in a pany may submit a 10K disclo	s must disclose the financial information. This information shall become part of in excess of \$10,000, and for all open sure (or equivalent if applicable) in Instructions.
1. Disclosure of Financial Information. terms of ownership or distributive income s \$90,420.00 (60% of the Governor's salary a separate Disclosure Form A for each inc FOR INDIVIDUAL (type or print informa NAME:	hare in excess of 5%, or an interest as of 7/1/01). (Make copies of this lividual meeting these requireme	which has a value of more than form as necessary and attach a
ADDRESS		
Type of ownership/distributable inco	me share:	
stock sole proprietorship % or \$ value of ownership/distributable i		other: (explain on separate sheet):
2. Disclosure of Potential Conflicts of In potential conflict of interest relationships ap and describe.		
(a) State employment, currently or in t		ractual employment of services. YesNo
If your answer is yes, please answe	er each of the following questions.	
<ol> <li>Are you currently an officer Highway Authority?</li> </ol>	r or employee of either the Capitol D	Development Board or the Illinois Toll YesNo
currently appointed to or er	ed to or employed by any agency of the State % of the Governor's salary as of 7/	of Illinois, and your annual salary

agency for which you are employed and your annual salary.

3.	If you are currently appointed to or employed by any agency of the S salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1 (i) more than 7 1/2% of the total distributable income of your firm corporation, or (ii) an amount in excess of the salary of the Governor	/01) are you entitled to receive , partnership, association or
4.	If you are currently appointed to or employed by any agency of the S salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1 or minor children entitled to receive (i) more than 15 % in the aggrincome of your firm, partnership, association or corporation, or (ii) are the salary of the Governor?	/01) are you and your spouse egate of the total distributable
•	oyment of spouse, father, mother, son, or daughter, including contractious 2 years.	ctual employment services
If your ans	wer is yes, please answer each of the following questions.	YesNo
1.	Is your spouse or any minor children currently an officer or employee Board or the Illinois Toll Highway Authority?	e of the Capitol Development YesNo
2.	Is your spouse or any minor children currently appointed to or emplo of Illinois? If your spouse or minor children is/are currently appagency of the State of Illinois, and his/her annual salary exceed Governor's salary as of 7/1/01) provide the name of your spouse a of the State agency for which he/she is employed and his/her annual	pointed to or employed by any ds \$90,420.00, (60 % of the nd/or minor children, the name
3.	If your spouse or any minor children is/are currently appointed to or State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% as of 7/1/01) are you entitled to receive (i) more then 71/2% of the to firm, partnership, association or corporation, or (ii) an amount in Governor?	% of the salary of the Governor tal distributable income of your
4.	If your spouse or any minor children are currently appointed to or endestate of Illinois, and his/her annual salary exceeds \$90,420.00, (60% 7/1/01) are you and your spouse or minor children entitled to recapgregate of the total distributable income of your firm, partnership, (ii) an amount in excess of 2 times the salary of the Governor?	of the Governor's salary as of eive (i) more than 15 % in the
		YesNo
unit of	ve status; the holding of elective office of the State of Illinois, the gover local government authorized by the Constitution of the State of Illinois currently or in the previous 3 years.	
	onship to anyone holding elective office currently or in the previous 2 yr daughter.	years; spouse, father, mother, YesNo
Ameri of the	ntive office; the holding of any appointive government office of the Staca, or any unit of local government authorized by the Constitution of the State of Illinois, which office entitles the holder to compensation in exceptange of that office currently or in the previous 3 years.	he State of Illinois or the statutes
` '	onship to anyone holding appointive office currently or in the previous 2 daughter.	2 years; spouse, father, mother, YesNo
(g) Emplo	byment, currently or in the previous 3 years, as or by any registered lob	obyist of the State government. YesNo

(h) Relationship to a son, or daughter.	nyone who is or was a registered lobbyist in the previous 2 years; spou YesNo	
committee regist	ployment, currently or in the previous 3 years, by any registered electered with the Secretary of State or any county clerk of the State of Illinor registered with either the Secretary of State or the Federal Board of Ele	ois, or any political ections.
last 2 years by ar county clerk of th	nyone; spouse, father, mother, son, or daughter; who was a compensative registered election or re-election committee registered with the Secrete State of Illinois, or any political action committee registered with either	etary of State or any er the Secretary of
	<del></del>	- <del></del> 
	APPLICABLE STATEMENT	
This Disclosure Fo	rm 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:		
	Signature of Individual or Authorized Representative	Date
	NOT APPLICABLE STATEMENT	
	that no individuals associated with this organization meet the crite tion of this Form A.	ria that would
This Disclosure Fo	rm A is submitted on behalf of the CONTRACTOR listed on the pre	vious page.
	Name of Authorized Representative (type or print)	
	Title of Authorized Representative (type or print)	
	Signature of Authorized Representative	Date

## ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form B Other Contracts & Procurement Related Information Disclosure

		Disclosure	
Contractor Name			
Legal Address			
City, State, Zip			
Telephone Number	Email Address	Fax Number (if available)	
	ontained in this Form is required by the lall become part of the publicly availab for all open-ended contracts.		
DISCLOSURE O	F OTHER CONTRACTS AND PROC	UREMENT RELATED INFORMA	ATION
pending contracts (including leading leading leading leading section)	cts & Procurement Related Informate eases), bids, proposals, or other ongoin No er only needs to complete the signature.	ng procurement relationship with	
	tify each such relationship by showing as bid or project number (attach addition		
	THE FOLLOWING STATEMENT N	MUST BE SIGNED	
	Name of Authorized Representation	ve (type or print)	
	Title of Authorized Representative	e (type or print)	
	Signature of Authorized Rep	resentative	Date

#### **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.



Contract No. 76747
MADISON County
Section 520-2-2DM5
Route FAP 788
District 8 Construction Funds

DADT I IDENTIFIC	O A TION								Distr	ict 8	Cons	truction	า Fu	nds	•			
PART I. IDENTIFIC							_											
Dept. Human Right							_ Dura	ation o	f Proje	ect:								
Name of Bidder: _																		
PART II. WORKF A. The undersigned which this contract we projection including a	d bidder ha	as analyz e perform	ed mir ed, an	d for the	ne locati	ons fro	m whic	h the b	idder re	cruits	employe	ees, and he	ereby s	subm	its the foll	owir con	ng workfo	n orce
		TOT	AL Wo	rkforce	Projec	tion for	Contra	ıct	ı					(	CURRENT			ES
				MIN	ORITY I	EMPLO	YEES			TR	AINEES	;					RACT	
JOB CATEGORIES		TAL OYEES	BL	ACK	HISP	ANIC	*OTI	HER OR.		REN- ES		HE JOB INEES	Е		OTAL OYEES			ORITY OYEES
	М	F	М	F	М	F	М	F	М	F	М	F		М	F		М	F
OFFICIALS (MANAGERS)																		
SUPERVISORS																		
FOREMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		
		BLE C							_		F	OR DEPA	RTM	ENT	USF O	VL Y		
	TOTAL Tr		ojectio	n for C	Contract		1		1		•	,		,,	552 0			
EMPLOYEES IN	_	TAL OYEES	BL	ACK	HISP	ANIC		THER NOR.										
TRAINING	M	F	M	F	M	F	M	F	1									
APPRENTICES																		

\*Other minorities are defined as Asians (A) or Native Americans (N).

ON THE JOB TRAINEES

Please specify race of each employee shown in Other Minorities column.

Note: See instructions on the next page

BC 1256 - Pg 1 (Rev. 3/98) IL 494-0454

Contract No. 76747 MADISON County Section 520-2-2DM5 Route FAP 788 District 8 Construction Funds

#### PART II. WORKFORCE PROJECTION - continued

B.	<ol> <li>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.</li> </ol>										in the							
	The u	ındersiane	d biddei	rproje	ects tha	t: (nun	nber)									new	hires	would
	be	indersigne recruited	from	the	area	in w	vhich	the	con	tract	proje	ect	is I	located	d; ;	and/o	· (nu	mber)
						_ new	hires	would	be red	cruited	from	the a	area i	n whic	h the	e bidd	er's pri	ncipal
	office	or base of	operation	on is lo	ocated.													
C.	C. Included in "Total Employees" under Table A is a projection of numbers of persons to be employed directly by undersigned bidder as well as a projection of numbers of persons to be employed by subcontractors.										by the							
	The u	ındersigne	d bidder	estim	ates tha	at (num	ber)										perso	ns will
	be dir	ectly employed by su	oyed by	the p	rime co	ntracto	r and	that (r	umbe	er)						pe	rsons v	will be
PART	III. AFF	IRMATIVI	E ACTIC	N PL	AN													
A.	utiliza in any comm (geard utiliza	indersigne tion project job cated nencement ed to the tion are co epartment	tion incl gory, and of work complet orrected.	uded ud in the k, deviction standard	under <b>P</b> ne even velop ar ages o h Affirm	ART II t that th nd subi f the c	is det he un mit a contra	ermine dersig writte ct) wh	ed to be ned be n Affir ereby	e an i idder i mativo defici	under is awa e Acti iencie	utiliza arded on P s in	tion of this lan it mino	of mind contra ncludin rity an	ority point or its or i	persor e/she speci fema	ns or w will, p fic time le emp	omen rior to etable bloyee
	subm to be	undersigne itted hereii part of the	n, and th contract	ne goa t speci	als and tification	timetab s.	le inc	luded	under	an Af	firmat	ive A	ction	mploye Plan if	f req	uired,	are de	ection emed
Addre	 ess																	
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		lder's signa				nature	Sheet					of this	form.	The fo	ollowi	ng sigr	nature b	lock
	Signatu	re:						_ 1	itle: _					_ Da	te: _			_
Instruc	tions:	All tables m	nust includ	e subco	ntractor p	ersonne	l in add	lition to p	orime co	ontracto	r perso	nnel.						
Table /	۸ -	Include bot (Table B) the should include	nat will be	allocate	ed to cont	ract work	k, and i	include a	all appr	entices	and on	-the-jo	b train	ees. Th	e "To	tal Emp	loyees"	
Table I	3 -	Include all currently er		curren	tly emplo	yed that v	will be a	allocated	d to the	contrac	t work	includi	ng any	/ appren	tices a	and on-	the-job t	rainees
Table (	C -	Indicate the	e racial bre	akdowr	n of the to	tal appre	ntices a	and on-t	ne-job t	rainees	shown	in Tab	le A.					

Contract No. 76747
MADISON County
Section 520-2-2DM5
Route FAP 788
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.

	Firm Name	
(IF AN INDIVIDUAL)		
	Firm Name	
(IF A CO-PARTNERSHIP)		
,		
		Name and Address of All Members of the Firm:
_		
<del>-</del>		
	Corporate Name	
	ву	Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
(IF A CORPORATION)		
(IF A JOINT VENTURE, USE THIS SECTION	Attest	Signature
FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)		Signature
observation of sold sign below,	Ducilious / ludious	
	Corporate Name	
	Ву	
		Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
(IF A JOINT VENTURE)	Δttest	
	Autost	Signature
	Business Address	
If more than two parties are in the joint venture	e nlease attach an ac	Iditional signature sheet

#### THE PROPOSAL BID BOND IS NOT APPLICABLE TO SMALL BUSINESS SET-ASIDES



Electronic Bid Bond ID#

Company/Bidder Name

#### **Division of Highways** Proposal Bid Bond

(Effective November 1, 1992)

		Item No.	
		Letting Date	
KNOW ALL MEN BY THESE PRESENTS, That We			
,			
DDD LOVDAY			
as PRINCIPAL, and			
			as SURETY, are
held jointly, severally and firmly bound unto the STATE O Article 102.09 of the "Standard Specifications for Road and and truly to be paid unto said STATE OF ILLINOIS, for the	d Bridge Construction" in effect on	the date of invitation for bids, w	hichever is the lesser sum, well
THE CONDITION OF THE FOREGOING OBLIGA ILLINOIS, acting through the Department of Transportatio indicated above.			
NOW, THEREFORE, if the Department shall accept the bidding and contract documents, submit a DBE Utilizat PRINCIPAL shall enter into a contract in accordance with coverages and providing such bond as specified with good labor and material furnished in the prosecution thereof; or into such contract and to give the specified bond, the PRIN specified in the bid proposal and such larger amount for wh proposal, then this obligation shall be null and void, otherwards.	tion Plan that is accepted and appro the terms of the bidding and contra and sufficient surety for the faithfu if, in the event of the failure of the ICIPAL pays to the Department the hich the Department may contract v	oved by the Department; and if, as act documents including evidence all performance of such contract a PRINCIPAL to make the require edifference not to exceed the pen with another party to perform the	fter award by the Department, the of the required insurance nd for the prompt payment of d DBE submission or to enter alty hereof between the amount
IN THE EVENT the Department determines paragraph, then Surety shall pay the penal sum to the full payment within such period of time, the Departme all its expenses, including attorney's fees, incurred in	e Department within fifteen (15) ont may bring an action to collect	days of written demand therefort t the amount owed. Surety is	or. If Surety does not make
In TESTIMONY WHEREOF, the said PRIN officers this day of	CIPAL and the said SURETY ha	ave caused this instrument to	be signed by their respective
PRINCIPAL	SURETY		
(Company Name)	(Company Name	e)	
By:	By:		
(Signature & Title)		(Signature of Attorney	-in-Fact)
STATE OF ILLINOIS, COUNTY OF	Notary Certification for Princip	oal and Surety	
	V		.10 .1
I,		and for said County, do hereby c	ertify that
	and ndividuals signing on behalf of PRI	INCIPAL & SURFTY)	
who are each personally known to me to be the same PRINCIPAL and SURETY, appeared before me this dinstrument as their free and voluntary act for the uses	e persons whose names are sub day in person and acknowledged	oscribed to the foregoing instruction in the described to the foregoing instruction in the described in the	ument on behalf of I and delivered said
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 Proposa is ensuring the identified electronic bid bond has beer			
conditions of the bid bond as shown above.	sind the imaperant		

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. 76747
MADISON County
Section 520-2-2DM5
Route FAP 788
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., June 17, 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. 76747
MADISON County
Section 520-2-2DM5
Route FAP 788
District 8 Construction Funds

Demolition of 4 residential buildings, 2 garages and a mobile home trailer slab for the proposed relocation of IL Route 3 in Venice.

- 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

Std. Sp		<u>age No.</u>
101	Definition of Terms	
105	Control of Work	
205	Embankment	. 3
251	Mulch	. 4
281	Riprap	. 5
282	Filter Fabric for Use With Riprap	
285	Concrete Revetment Mats	
311	Granular Subbase	
351	Aggregate Base Course	
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	
501	Removal of Existing Structures	
503	Concrete Structures	
505		
506	Steel Structures Cleaning and Painting Metal Structures	
508	Reinforcement Bars	
512	Piling	
540	Box Culverts	
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	
610	Shoulder Inlets with Curb	
665	Woven Wire Fence	
669	Removal and Disposal of Regulated Substances	
671	Mobilization	. 36
702	Work Zone Traffic Control Devices	. 37
1003	Fine Aggregates	. 38
1004	Coarse Aggregate	
1005	Stone, Concrete Blocks and Broken Concrete for Erosion Protection, Sediment Control and Rockfill	. 42
1006	Metals	
1007		_
	Timber and Preservative Treatment	_
1012	Hydrated Lime	
1020	Portland Cement Concrete	
1021	Concrete Admixtures	
1022	Concrete Curing Materials	
1024	Nonshrink Grout	
1041	Brick	
1043	Precast Reinforced Concrete Manhole Sections and Adjusting Rings	
1056	Preformed Flexible Gaskets and Mastic Joint Sealer for Sewer and Culvert Pipe	
1059	Elastic Joint Sealers	
1060	Waterproofing Materials	
1069	Pole and Tower	
1070	Foundation and Breakaway Devices	
1077	Post and Foundation	
1080	Fabric Materials	. 73
1081	Materials For Planting	. 76
1083	Elastomeric Bearings	. 77
1094	Overhead Sign Structures	
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:

CHE	CK	SHEET#	SE NO.
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	400
4.0		(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)	
15		Quality Control/Quality Assurance of Bituminous Concrete Mixtures (Eff. 1-1-00) (Rev. 3-1-05)	
16		Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 2-1-95)	
17		Bituminous Surface Removal (Cold Milling) (Eff. 11-1-87) (Rev. 10-15-97)	
18		Resurfacing of Milled Surfaces (Eff. 10-1-95)	
19		PCC Partial Depth Bituminous Patching (Eff. 1-1-98)	
20		Patching with Bituminous Overlay Removal (Eff. 10-1-95) (Rev. 7-1-99)	
21		Reserved	159
22		Protective Shield System (Eff. 4-1-95) (Rev. 1-1-03)	
23		Polymer Concrete (Eff. 8-1-95) (Rev. 3-1-05)	
24		Controlled Low-Strength Material (CLSM) (Eff. 1-1-90) (Rev. 3-1-05)	
25		Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-98)	
26		Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97)	
27		Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-97)	
28		Reserved	
29		Reserved	
30		Reserved	
31		Night Time Inspection of Roadway Lighting (Eff. 5-1-96)	
32		Reserved	
33		English Substitution of Metric Bolts (Eff. 7-1-96)	
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)	
36		Corrosion Inhibitor (Eff. 3-1-80) (Rev. 7-1-99)	
37		Quality Control of Concrete Mixtures at the Plant-Single A (Eff. 8-1-00) (Rev. 1-1-04)	
38		Quality Control of Concrete Mixtures at the Plant-Double A (Eff. 8-1-00) (Rev. 1-1-04)	
39		Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 3-1-05)	
40		Traffic Barrier Terminal Type 1, Special (Eff. 8-1-94) (Rev. 1-1-03)	
41		Reserved	
42		Segregation Control of Bituminous Concrete (Eff. 7-15-97)	
43		Reserved	220

### **TABLE OF CONTENTS**

LOCATION OF PROJECT	1
DESCRIPTION OF PROJECT	1
PAYROLLS AND PROCEDURES	1
MONTHLY LABOR SUMMARY AND ACTIVITY REPORTING SYSTEM	2
SEEDING	5
OFFICE COPY MACHINE	5
TELEPHONE ANSWERING MACHINE	5
TRAFFIC CONTROL PLAN	6
CONSTRUCTION AND MAINTENANCE SIGN SUPPORTS	7
STATUS OF UTILITIES TO BE ADJUSTED	7
KEEPING THE ROADS AND STREETS OPEN TO TRAFFIC	8
AVAILABILITY AND VACANCY OF BUILDINGS	8
BASEMENT WALL REMOVAL, SPECIAL	8
BASEMENT FLOORS	
REMOVAL OF MISCELLANEOUS ITEMS	9
REMOVAL OF MISCELLANEOUS TREES AND SHRUBS	
CONCRETE REMOVAL, SPECIAL	9
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)	10
FLAGGER VESTS (BDE)	17
MULCHING SEEDED AREAS (BDE)	
PARTIAL PAYMENTS (BDE)	18
PAYMENTS TO SUBCONTRACTORS (BDE)	19
PERSONAL PROTECTIVE EQUIPMENT (BDE)	
TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE)	20
WORKING DAYS (BDE)	
SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)	21
BUILDING REMOVAL - CASE I (NON-FRIABLE AND FRIABLE ASBESTOS ABATEMENT) (BDE)	21
BUILDING REMOVAL – CASE III (FRIABLE ASBESTOS ABATEMENT) (BDE)	39
BUILDING REMOVAL - CASE IV (NO ASBESTOS) (BDE)	57

#### 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 788 (Relocated Route 3); Section 520-2-2DM5; Madison County; Contract No. 76747 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**

Venice, Illinois.

#### **DESCRIPTION OF PROJECT**

The work in this section consists of the demolition of (6) buildings located along the general alignment of the proposed FAP Route 788. The (6) buildings consist of residences located in Venice Township in Madison County.

#### **PAYROLLS AND PROCEDURES**

Effective: 2/5/1975 Revised: 11/7/l986, 1/14/ l994, and June 2001

The <u>prime contractor and each subcontractor</u> shall submit a weekly certified original and one copy of their company's payroll directly to the District Engineer.

Payrolls must be received within seven days of the payroll ending period.

Payroll data shall be submitted on Payroll Form RE 48 or an approved facsimile.

Every person paid by a contractor or subcontractor in any manner for his or her labor in the construction, prosecution, completion, or repair of this public work is **employed** and receiving "wages", regardless of any contractual relationship alleged to exist between him or her and the real employer.

Payroll data shall include all persons employed on the job site.

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

A. **Gender:** M - Male F - Female

B. **Ethnic Group**: 1 - White 2 - Black 3 - Hispanic 4 - American Indian/Alaskan Native 5 - Asian/Pacific Islander

C. Work Classification: OF - Officials SU - Supervisors FO - Foremen
CL - Clerical CA - Carpenters EO - Operators ME - Mechanics
TD - Truck Drivers IW - Ironworkers PA - Painters CM - Cement Masons

EL - Electricians PP - Pipefitters TE - Technical LA – Laborers

OT - Other

D. **Employee Status**: O - Owner Operator J - Journeyman C - Company

A - Apprentice T - Trainee

Payroll data shall be submitted by the prime contractor and each subcontractor for each consecutive week, from the start to the completion of their work. When there has been no activity during a work week, a payroll is still required to be sent to the District Engineer, with the appropriate box ("No Work", "Suspended", "Completed") checked at the bottom of the Payroll Form RE 48. Do Not check any of these boxes when payroll data is being reported on the payroll.

The Department of Transportation is requesting disclosure of information necessary to accomplish the statutory purpose as outlined under 23CFR part 230 and 41CFR part 60.4 and the Illinois Human Rights Act. Disclosure of this information is REQUIRED. Failure to comply with this special provision may result in the withholding of payments to the contractor, and/or cancellation, termination, or suspension of the contract in whole or part.

Compliance with this Special Provision shall be considered incidental to the cost of the contract and no additional compensation will be allowed for any costs incurred.

This Special Provision must be included in each subcontract agreement.

#### MONTHLY LABOR SUMMARY AND ACTIVITY REPORTING SYSTEM

Effective: 1-1-1995 Revised June 2001

I. Monthly Labor Summary Report, Form SBE 148

The <u>prime contractor and each first and second tier sub-contractor</u>, (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
- 4. Employee Status: O Owner Operator C Company
   C Apprentice T Trainee

Specific "Fixed Length Comma Delimited ASCII File Format"

Order	Field Name	Type	Size
1	Contractor Number	Α	4
2	Contractor Reference Number	Α	6
3	Contract Number	Α	5
4	Period (07/28/2000)	D	10
5	SSN (111-11-1111)	Α	11
6	Name	Α	40
7	Gender	Α	1
8	Ethnic Group	Α	1
9	Work Classification	Α	1
10	Employee Status	Α	1
11	Total Hours (0000060.00)	N	10

File Name Conventions: (Contractor Number + Report Month/Year).Txt i.e. 20001298.Txt

#### II.) Monthly Contract Activity Report, Form SBE 248

The following activity codes are to be used to identify the contractor's contract status each month on the Monthly Activity Report, Form SBE 248:

A. Contract Status: 1 - Not Started 2 - Active 3 - No Work 4 - Suspended 5 - Complete

Failure to comply with this special provision may result in the withholding of payments to the contractor, and/or cancellation, termination, or suspension of the contract in whole or part.

Compliance with this Special Provision shall be considered incidental to the cost of the contract and no additional compensation will be allowed for any costs incurred.

All prime and subcontractors having contracts in the aggregate exceeding \$250,000 must provide a "Fixed Length Comma Delimited ASCII File" for approval prior to the start of construction.

This Special Provision must be included in each subcontract agreement.

The Department of Transportation is requesting disclosure of information necessary to accomplish the statutory purpose as outlined under 23CFR part 230 and 41CFR part 60.4 and the Illinois Human Rights Act. Disclosure of this information is REQUIRED. Failure to comply with this special provision may result in the withholding of payments to the contractor, and/or cancellation, termination, or suspension of the contract in whole or part.

Compliance with this Special Provision shall be considered incidental to the cost of the contract and no additional compensation will be allowed for any costs incurred.

This Special Provision must be included in each subcontract agreement.

#### SEEDING

Effective: February 5, 1975 Revised: March 1, 2004

All disturbed areas are to be seeded.

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

When Class 2 seeding is done between October 15<sup>th</sup> and April 1<sup>st</sup>, 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.

#### OFFICE COPY MACHINE

Effective: January 1, 1987 Revised: October 15, 1996

The copier specified in Article 670.02 shall meet the following specifications:

- (1) Edge-to-edge copying.
- (2) Up to 275 mm x 425 mm (11 in x 17 in) size for copy-size capabilities.
- (3) A detachable platen cover in order to copy portions of large-bound documents.
- (4) A cabinet stand for the copier.

#### **TELEPHONE ANSWERING MACHINE**

Effective: January 11, 1990 Revised: June 7, 1996

The telephone answering machine specified in Article 670.02 shall meet the following minimum specifications:

(1) Time/Day Indication - A computerized voice records the date and time that each message is received.

- (2) Beeperless Remote Any remote touch-tone phone can be used to review all messages by the use of an access code.
- (3) Dual-Cassette System Pre-recorded and received messages are managed on separate cassettes.
- (4) Conversation Record The operator can record any phone call.
- (5) Remote Turn-On Any remote touch-tone phone can be used to turn on the answering machine by the use of an access code.
- (6) Tape-Full Message The Caller is advised if the message tape is too loaded to record the call.
- (7) Battery Back-Up The settings and messages are protected from power failures.
- (8) Two-Line Capacity Projects that have a second phone line through the provision of a 670.05 Engineer's Field Laboratory shall provide a single phone answering machine that services both lines.

Prior to the purchase of this item, the Contractor shall submit specifications for the proposed machine to the Engineer for his approval.

#### 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:

701006 701801 702001

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

Construction and Maintenance Sign Supports Traffic Control Deficiency Deduction Keeping the Roads and Streets Open to Traffic

#### **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

317	ATOS OF UTILITIES	S TO BE DISCONNEC	TLD
NAME AND ADDRESS OF UTILITY	TYPE	LOCATION	ESTIMATED DATE RELOCATION COMPLETED
SBC 203 Goethe Collinsville, IL 62234	Telephone		Call Business Office to place an order of removal 1- 800-660-3000
Charter Communications, Inc. 210 West Division Street Maryville, IL 62062	CTV		Give 5 days notice to disconnect services. Call 1- 800-438-2427
City of Venice c/o Juneau Associates, Inc. 2100 State Street P. O. Box 1325 Granite City, IL 62040 Contact: Mr. Steve Osborn	Sanitary Sewer		Give 5 days notice to disconnect services. Call (618) 877-1400.
Illinois American Water Company 100 N. Water Works Drive P. O. Box 24040 Belleville, IL 62223-9040	Water		Give 5 days notice to disconnect services. Call (618) 239-3261

AmerenIP 2600 N. Center P. O. Box 378 Maryville, IL 62062-0378

Electric & Gas

Give 5 days notice to disconnect services. Call 1-800-755-5000.

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 WALL REMOVAL, SPECIAL**

This work shall consist of the Contractor breaking the concrete basement walls or short walls into pieces not exceeding 2 ft. square pieces and shall remove the walls completely down to the basement floor or footings on the following structures due to future storm sewer and roadway construction.

Parcel 8018032 Garage Parcel 8015080 House Parcel 8015029 House

This work will be paid for at the contract unit price EACH per structure for BASEMENT WALL REMOVAL, SPECIAL, which price shall be payment in full for all necessary equipment, labor and materials to complete this work to the satisfaction of the Resident Engineer.

#### **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.

#### **CONCRETE REMOVAL, SPECIAL**

This work shall be done according to Section 440 of the Standard Specifications and this provision. This work shall consist of the removal and satisfactory disposal of a mobile home parking pad.

The Contractor shall remove the concrete mobile home parking pad as designated in the contract plans. Any reinforcement encountered shall be removed and disposed of properly without any additional compensation.

This work will be paid for at the contract unit price EACH per parking pad for CONCRETE REMOVAL, SPECIAL which price shall be payment in full for all necessary equipment, labor, materials and disposal costs required to complete the concrete pad removal and disposal as specified herein and as shown in the plans.

#### **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)**

Effective: September 1, 2000 Revised: June 1, 2004

<u>FEDERAL OBLIGATION</u>. 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. 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. 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.

<u>CONTRACTOR ASSURANCE</u>. 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 federally-assisted contracts. 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.

<u>DBE LOCATOR REFERENCES</u>. 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.state.il.us.

<u>BIDDING PROCEDURES</u>. 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 nonresponsive.

- (a) In order to assure the timely award of the contract, the as-read low bidder must 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 as-read low 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 nonresponsive. In the event the bid is declared nonresponsive 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.

<u>CALCULATING DBE PARTICIPATION</u>. 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 contact. 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 prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors 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 contractor'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 contractor'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 Contractor 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 nonresponsive.

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 District 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.

#### FLAGGER VESTS (BDE)

Effective: April 1, 2003 Revised: April 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. The flagger station shall be lit by additional overhead lighting other than streetlights. The flagger shall be equipped with a fluorescent orange, fluorescent yellow/green, or a combination of fluorescent orange and fluorescent yellow/green garment meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 3 garments."

#### **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:

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.

#### **WORKING DAYS (BDE)**

Effective: January 1, 2002

The Contractor shall complete the work within 25 working days.

#### 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 I (NON-FRIABLE AND 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:

Bldg. No.	Parcel <u>No.</u>	Location	<u>Description</u>
No.4	8015023	1019 East Third Street Venice, Illinois 62090	1539 Sq. Ft. 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 IDOT 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).

All friable asbestos shall be removed from the building(s) prior to demolition. 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)", "Removal and Disposal of Friable Asbestos Building No.4, and "Removal and Disposal of Non-Friable Asbestos Building No. 4, 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 asbestos, friable and non-friable, is removed prior to demolition. Any salvage value shall be reflected in the contract unit price for this item.

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

- 1. BUILDING REMOVAL NO. 4
- 2. REMOVAL AND DISPOSAL OF FRIABLE ASBESTOS, BUILDING NO. 4
- 3. REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 4

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 friable and 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 Provisions for "Removal and Disposal of Friable Asbestos, Building No.4," and "Removal and Disposal of Non-Friable Asbestos, Building No.4," and as outlined herein.

Sketches indicating the location of Asbestos Containing Material (ACM) are included in the proposal on pages 31 thru 35. Also refer to the Materials Description Table on page 29 for a brief description and location of the various materials. Also included is a Materials Quantities Table on page 29. This table states whether the ACM is friable or 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 friable asbestos, and 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  $\underline{36}$ , 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 these permits 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 <u>Asbestos Abatement Experience</u>.
  - 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 Paragraph "Notifications."
- 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 friable and non-friable 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. Contained Work Areas for Removal of Friable Asbestos: Area samples shall be collected for the department within the work area daily. A minimum of one sample shall be taken outside of the abatement area removal operations. The Engineer will also have the option to require additional personal samples and/or clearance samples during this type of work.
- C. 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.
- D. 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.

#### E. 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 FRIABLE ASBESTOS, BUILDING NO.4,: This work consists of the removal and disposal of all friable asbestos from the building(s) prior to demolition. The work shall be done according to the Special Provision titled "Asbestos Abatement (General Conditions)" and as outlined herein.

This work will be paid for at the contract unit price per lump sum for REMOVAL AND DISPOSAL OF FRIABLE ASBESTOS, BUILDING NO. <u>4</u> as shown, which price shall include furnishing all labor, materials, equipment and services required to remove and dispose of the friable asbestos.

REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 4, : 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. <u>4</u>, 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 asbestos, friable and non-friable is removed first, shall be represented by the pay item "BUILDING REMOVAL NO. 4,.

Regardless of the option chosen by the Contractor, this pay item will not be deleted, nor will the pay item BUILDING REMOVAL NO. 4, be deleted.

### SECTION 1

## 1.1 Survey Summary Sheet

### SITE INFORMATION:

Houle #:	FAP Route	Section:	520-2-2	County/Parcel No.	: Madison / 8015023
	788	<del>-</del>			
Date of Co	nstruction:	Unknown		Address:	1019 Third Street
Building Si	zв (sq. lt.): _	1,539 sa ft		City, State:	Venice, IL

	Asbestos-Containing M	laterials	
Survey Date	e: <u>03-15-05</u>	-	
By Whom:	EDI, Inc.	Firm	
	Douglas McCormick	Inspector	·
	100-08904	Certification #	
Results: (	Additional detail provided i	n Table 1)	- 1
Number of	malerial types sampled:	16	
Number of	samples collected	50	
Number of	materials testing positive	2	
Was friable	ACM found?	Yes	
Were roofi	ng materials sampled?	Yes	
Are there u	nique state or local	Yes	
Laborator	y utilized:		
Name:	Environmental Design In	ternational, Inc.	
Address:	200 S. Michigan Ave.		
	Chicago, Illinois 60604		
Building A	ccess Limitations (if an	<u>/1:</u>	<u></u>
No Attic A	ccess Found		* . * . :

# SECTION 1 1.2 Results Summary

# ACM SURVEY RESULTS - PARCEL NO.: 8015023 1019 Third Street, Venice, Illinois

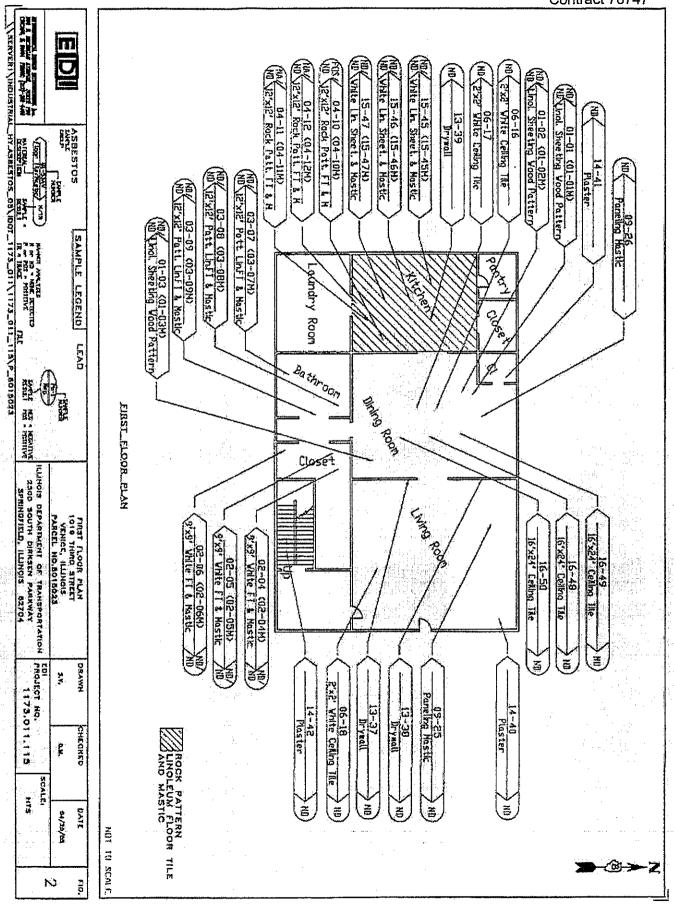
The following homogeneous building material types were sampled as part of this survey and their results are summarized in the table below:

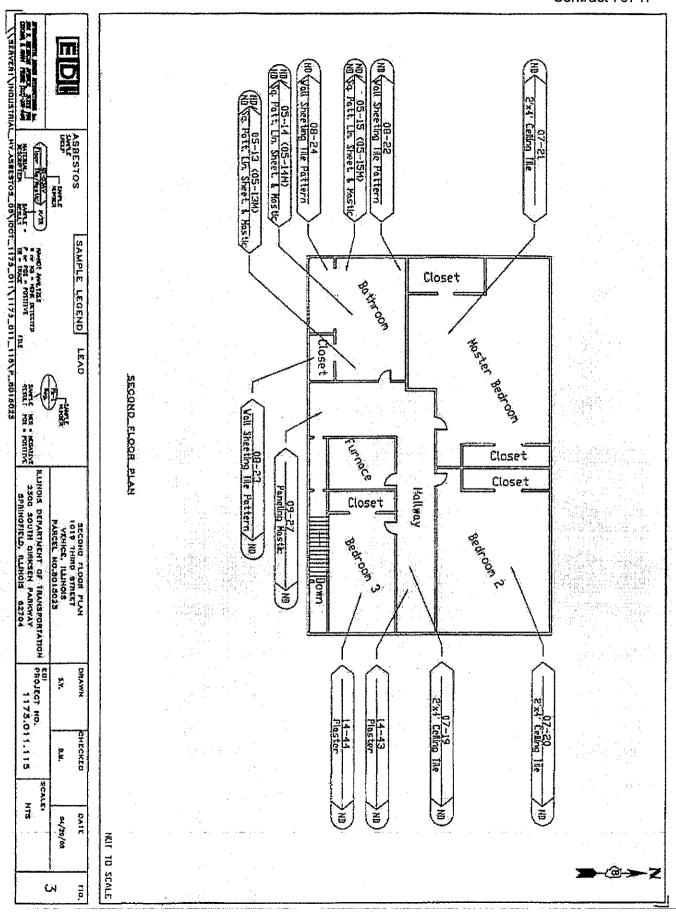
MTL#	MATERIAL DESCRIPTION	LOCATION	F/NF <sup>1</sup>	COND,	% ACM³	SAMP.	QUANTITY ENGLISH/ METRIC
01-01 01-02 01-03	Linoleum Sheetrog Wood Pattern	Dining Room Dining Room Dining Room	NF NF NF	Poor Poor Poor	ND ND ND	3	250 Sq. Ft. 23.25 m <sup>2</sup>
01-01M 01-02M 01-03M	Linoleum Sheeting Wood Pattern Mastic	Dining Room Bining Room Bining Room	NF NF NF	Poor Poor Poor	ND ND ND	3	250 Sq. FL 23.25 m <sup>2</sup>
02-04 02-05 02-06	9" x 9" White Floor Tile	Closet Closet Closet	NF NF NF	Poor Poor Poor	ND ND ND	3	100 Sq. Ft. 9,30 m <sup>2</sup>
02-04M 02-05M 02-05M	9" x 9" White Floor Tile Mastic	Closet Closet Closet	NF NF NF	Fair Fair Fair	ND NO ON	3	100 Sc, Ft, 9,30 m <sup>2</sup>
03-07 03-08 03-09	12" x 12" Random Pattern Floor Tile	Bathroom 1º Roor Bathroom 1º Roor Bathroom 1º Roor	NF NF NF	Fair Fair Fair	NO NO -NO	3	60 Sq. Ft. 5.58 m²
03-07M 03-08M 03-09M	12" x 12" Random Pattern Floor Tile Mastic	Sathroom 1 <sup>th</sup> Froor Sathroom 1 <sup>th</sup> Froor Sathroom 1 <sup>th</sup> Froor	NF NF NF	Fair Fair Fair	ND ND NO	3	60 Sq. FL 5.58 m <sup>2</sup>
04-10 04-11 04-12	12" x 12" Rock Pattern Floor Tile	Kitchen Kitchen Kitchen	NF NF NF	Poor Poor	*1%-5% ND ND	3	250 Sq. FL 23.25 m <sup>2</sup>
04-10M 04-11M 04-12M	12" x 12" Rock Pattern Roor Tile Mastic	Kitchen Kitchen Kitchen	NF NF NF	Poor Poor Poor	ND ND NO	3	250 Sq. Fl. 23.25 m <sup>2</sup>
05-13 05-14 05-15	Little Square Pattern Linolaum Sheating	2 <sup>rd</sup> Floor Bathroom 2 <sup>rd</sup> Floor Bathroom 2 <sup>rd</sup> Floor Bathroom	NF NE NF	Fair Fair Fair	ON ON ON	3	100 Sq. PL 9.30 m <sup>2</sup>
05-13m 05-14m 05-15m	Little Square Pattern Lindleum Sheeting Mastic	2 <sup>th</sup> Floor Bathroom 2 <sup>th</sup> Floor Bathroom 2 <sup>th</sup> Floor bathroom	NF NF NF	Fair Fair Fair	ND ND ND	<b>3</b>	100 Sq. PL 9.30 m²
06-16 06-17 06-18	2 x 2 White Ceiling Tile	Dinning Clinsing Living Room	# # #	Fair Fair Fair	ND ON ON	3	350 Sq. Ft. 32.55 m <sup>2</sup>
07-19 07-20 07-21	2' x 4' White Calling Tile	2° Floor hall Sedroom Sedroom	# # #	Fair Fair Fair	ND ND ND	3.	350 Sq. Ft. 32.55 m <sup>2</sup>
08-22 08-23 08-24	Tile Pattern Wall Shorting	2 <sup>rd</sup> Floor Bathroom 2 <sup>rd</sup> Floor Bathroom 2 <sup>rd</sup> Floor Bathroom	NF NF NF	Fair Fair Fair	NO NO NO	3	150 Sq. Ft. 13.95 m <sup>3</sup>
09-25 09-26 09-27	Paneling Mastic	Living Room Dinning Room 2 <sup>nd</sup> Roor	NF NF NF	Fair Fair Fair	ND NO ND	3	400 Sq. FL 83.70 m <sup>2</sup>
10-25 10-29 10-30	Duct insulation	Basement Crawl Space Basement	t t	Fair Fair Fair	35%-40% NA NA	3	300 Sq. Ft. 27.90 m <sup>2</sup>
11-31 11-32 11-33	Aspnalt Shingle Siding	North East South	nf nf nf	Fair Fair Fair	ND ND ND	3	3,600 Sq. F 334.60 m <sup>2</sup>
12-34 12-35 12-36	Aspnalt Shingle Roofing	East South West	NF NF NE	Fair Fair Fair	ND ND ND	3.	1,500 Sq. Fl 139,50 m <sup>2</sup>

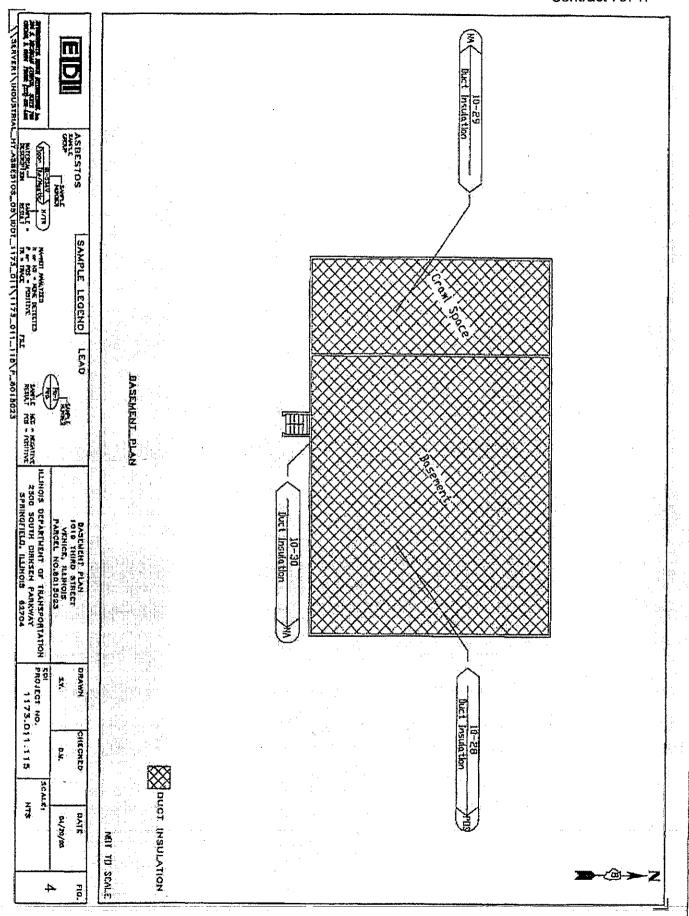
MTL#	MATERIAL DESCRIPTION	LOCATION	F/NF	COND.2	% ACM	SAMP.	QUANTITY ENGLISH/ METRIC
13-37 13-38 13-39	Drywall	Dinning Room Dinning Room Kitchen	FF	Fair Fair Fair	אס סא סא	3	400.Sq. Ft. 37.20 m <sup>2</sup>
14-40 14-41 14-42 14-43 14-44	Plaster	Living Room First Floor Closer Stainwell Second Floor Hall Second Floor Bedroom	NF NF NF NF	Fair Fair Fair Fair Fair	ND ND ND ND	5	3,000 Sq. Ft. .279.00 m <sup>2</sup>
15-45 15-46 15-47	White Linaleum Sheeting	Kitchen Kitchen Kitchen	NF NF NF	Poor Poor Poor	ND ND NO	3	50 Sq. Ft. 4,65 m <sup>2</sup>
15-45M 15-46M 15-47M	White Linoleum Sheeting Mastic	Kitchen Kitchen Kitchen	NF NF NF	Poor Poor Poor	ND ND ND	3	50 Sq. FL 4,65 m <sup>2</sup>
16-48 16-49 16-50	16"x24" Ceiting Tile Located Above 2'x2' Drop Ceiting in Dinning Room	Dinning Room Dinning Room Dinning Room	NF NF NF	Fair Fair Fair	ND ND ND	3	200 Sq. Ft. 18.60 m <sup>2</sup>
TOTAL O	UANTITY OF AGM				1 + 4		550 Sq. FL 51.15 m²
ESTIMAT	ED ABATEMENT COST				en en en en en en en en en en en en en en en en e		

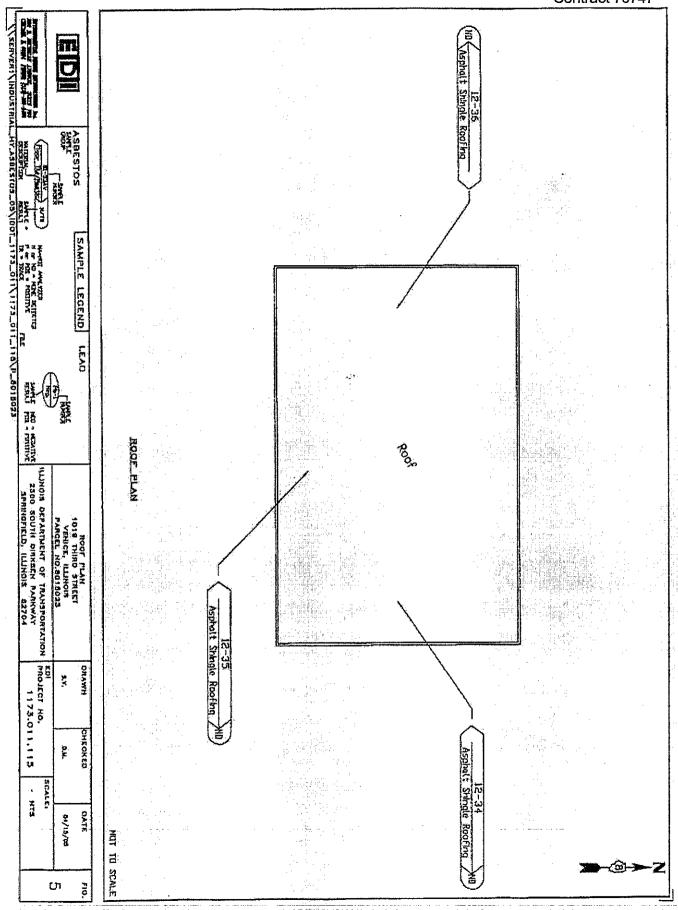
Friability is turner defined in section 4. Either good, fair or poor.

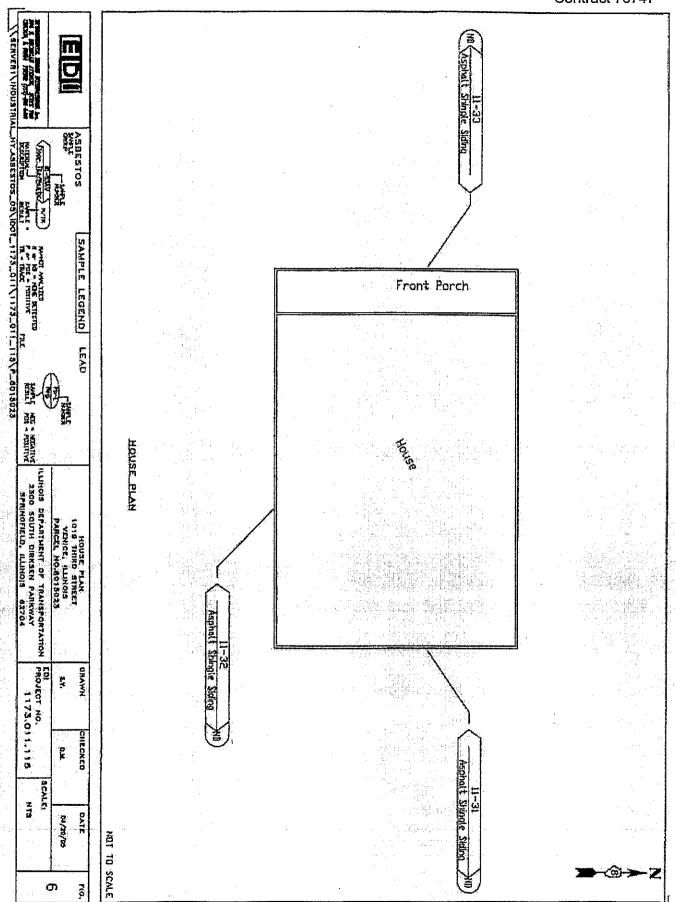
F= Friable NF = Nontriable.
Cond. = Condition Of Materials.
ND = None Detected
NA = Not Analyzed
TEM = Electron Microscopy











### 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.				
	operator o riamo ana riadrece	Telephone No				
3.	Waste Disposal Site (WDS) Name			WDS		
	Mailing Address, and Physical			Telephone No.		
	Site Location			'		
4.	Name and Address of Responsible Agence	у				
5.	Description of Materials					
6.	Containers	No.	Туре			
7.	Total Quantity	$M^3$	(Yd <sup>3</sup> )			
8.	Special Handling Instructions and Addition	nal Inform	ation			
9.	OPERATOR'S CERTIFICATION: I hereb	y declare	that the conte	nts of this		
	consignment are fully and accurately desc					
	name and are classified, packed, marked,					
	in proper condition for transport by highwa	ay accordi	ng to applicab	le international		
Ω	and government regulations.	Cian	24	Month Day Voor		
PI	inted/Typed Name & Title	ansporter	nature	Month Day Year		
10	Transporter 1 (Acknowledgement of Rec		torials)			
10	Printed/Typed Name & Title		nature	Month Day Year		
	Timed/Typed Name & Title	Sigi	iature	Month Day Teal		
	Address and Telephone No.					
11	. Transporter 2 (Acknowledgement of Rec	eipt of Ma	aterials)			
	Printed/Typed Name & Title	Sigr	nature	Month Day Year		
	Address and Telephone No.					
	Dis	posal Site				
	Dis 2. Discrepancy Indication Space	-				
	Dis	Certifica	tion of Receip			
	Dis 2. Discrepancy Indication Space	Certifica Materials	tion of Receip	This Manifest		
13	Dis 2. Discrepancy Indication Space	Certifica Materials Except A	tion of Receip	This Manifest		

#### APPENDIX D

#### <u>INSTRUCTIONS</u>

Waste Generator Section (Items 1-9)

- 1. Enter the name of the facility at which asbestos waste is generated and the address where the facility is located. In the appropriate spaces, also enter the name of the owner of the facility and the owner's phone number.
- 2. If a demolition or renovation, enter the name and address of the Company and authorized agent responsible for performing the asbestos removal. In the appropriate spaces, also enter the phone number of the operator.
- Enter the name, address, and physical site location of the waste disposal site (WDS) that will be receiving the asbestos materials. In the appropriate spaces, also enter the phone number of the WDS. Enter "on-site" if the waste will be disposed of on the generator's property.
- 4. Provide the name and address of the local, State, or EPA Regional Office responsible for administering the asbestos NESHAP program.
- 5. Indicate the types of asbestos waste materials generated. If from a demolition or renovation, indicate the amount of asbestos that is
  - Friable asbestos material
  - Non-friable asbestos material
- 6. Enter the number of containers used to transport the asbestos materials listed in Item 5. Also enter one of the following container codes used in transporting each type of asbestos material (specify any other type of container used if not listed below):
  - DM Metal drums, barrels
  - DP Plastic drums, barrels
  - BA 6 mil plastic bags or wrapping
- 7. Enter the quantities of each type of asbestos material removed in units of cubic meters (cubic yards).
- 8. Use this space to indicate special transportation, treatment, storage or disposal or Bill of Lading information. If an alternate waste disposal site is designated, note it here. Emergency response telephone numbers or similar information may be included here.
- 9. The authorized agent of the waste generator shall read and then sign and date this certification. The date is the date of receipt by transporter.

NOTE: The waste generator shall retain a copy of this form.

#### APPENDIX D

#### INSTRUCTIONS

#### <u>Transporter Section</u> (Items 10 & 11)

10. & 11. Enter name, address, and telephone number of each transporter used, if applicable. Print or type the full name and title of person accepting responsibility and acknowledging receipt of materials as listed on this waste shipment record for transport.

NOTE: The transporter shall retain a copy of this form.

#### <u>Disposal Site Section</u> (Items 12 & 13)

- 12. The authorized representative of the WDS shall note in this space any discrepancy between waste described on this mainfest and waste actually received as well as any improperly enclosed or contained waste. Any rejected materials should be listed and destination of those materials provided. A site that converts asbestos-containing waste material to nonasbestos material is considered a WDS.
- 13. The signature (by hand) of the authorized WDS agent indicates acceptance and agreement with statements on this manifest except as noted in Item 12. The date is the date of signature and receipt of shipment.

NOTE: The WDS shall retain a completed copy of this form. The WDS shall also send a completed copy to the operator listed in Item 2.

#### BUILDING REMOVAL - CASE III (FRIABLE ASBESTOS ABATEMENT) (BDE)

Effective: September 1, 1990 Revised: August 1, 2001

<u>BUILDING REMOVAL</u>: This item shall consist of the removal and disposal of <u>2</u> 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:

Bldg. No.	Parcel No.	<u>Location</u>	<u>Description</u>
No. 3	8015080	1014 East Third St. Venice, Illinois	2046 Sq ft single residence With basement
No. 6	8015032	1008 East Third St. Venice, Illinois	1200 Sq ft single residence With full basement

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
IDOT
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).

All friable asbestos shall be removed from the building(s) prior to demolition. Refer to the Special Provisions titled "Asbestos Abatement (General Conditions)" and "Removal and Disposal of Friable Asbestos Building No. 3 & 6" 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 friable asbestos has been 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. 3 & 6
- 2. REMOVAL AND DISPOSAL OF FRIABLE ASBESTOS, BUILDING NO. 3 & 6

ASBESTOS ABATEMENT (GENERAL CONDITIONS): This work consists of the removal and disposal of 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 Friable Asbestos, Building No. 4" and as outlined herein.

Sketches indicating the location of Asbestos Containing Material (ACM) are included in the proposal on pages <u>46</u> thru <u>50</u> and <u>54</u> thru <u>56</u>. Also refer to the Materials Description Table on pages <u>45 & 52</u> for a brief description and location of the various materials. Also included is a Materials Quantities Table on pages <u>45 & 52</u>. This table states the ACM is 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 friable asbestos shall be performed by a Contractor or Sub-Contractor pregualified with the Illinois Capital Development Board.

The Contractor shall provide a shipping manifest, similar to the one shown on page <u>36</u>, 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 these permits 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.

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

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.
  - 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;
  - 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 will 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. Contained Work Areas for Removal of Friable Asbestos: Area samples shall be collected for the department within the work area daily. A minimum of one sample shall be taken outside of the abatement area removal operations. The Engineer will also have the option to require additional personal samples and/or clearance samples during this type of work.

#### C. Air Monitoring Professional

- All air sampling will 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".
- Air sampling will 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 FRIABLE ASBESTOS, BUILDING NO. 3 & 6: This work consists of the removal and disposal of all friable asbestos from the building(s) prior to demolition. The work shall be done according to the Special Provision titled "Asbestos Abatement (General Conditions)" and as outlined herein.

This work will be paid for at the contract unit price per lump sum for REMOVAL AND DISPOSAL OF FRIABLE ASBESTOS, BUILDING NO. 3 & 6, as shown.

# SECTION 1

# 1.1 Survey Summary Sheet

#### SITE INFORMATION:

Route #: FAP Roule Section:	520-2-2	County/Parcel No.:	Medison / 8015032
788	The second secon		garina di Sangaran di Mangaran di Kalamatan di Kalamatan di Kalamatan di Kalamatan di Kalamatan di Kalamatan d Tanggaran di Kalamatan di Kalamat
			E. Third Street
Date of Construction: 1928	· <del>سۆپىسىدىدىنى دېلىنىد</del>	Address: <u>1008</u>	
		City, State: Veni	
Building Size (sq. ft.): 1,200 sq ft		Cily, Clase. Veil	

	Asbestos-Containing Materials	
Suprey Os	he: <u>03-15-05</u>	. 1990  
Himilia (M. C.		
By Whom	EDI, Inc. Firm	
	Douglas McCormick Inspector	
	100-08904 Certification #	
	(Additional detail provided in Table 1)	
nesulta:	(Audinorial detail provide in 1777)	H
Number o	material types sampled: 11	
Number o	samples collected	ļ,
Number ç	malerials testing positive 3	ii Çe
Man Jah	e ACM found?	
Were soc	ing materials sampled? Yes	
Are there	unique state or local Yes	H
requirem		
Laborato	γ utilized:	Ė
Name:	Environmental Design International, Inc.	
Address:	200 S. Michigan Ave.	
	Chicago, Illinois 60604	D.
Bullding	Access Limitations (if any);	Į,
None		
la controllar. Na higuetatan		

### **SECTION 1** 1.2 Results Summary

### ACM SURVEY RESULTS - PARCEL NO.: 8015032 1008 Third Street, Venice, Illinois

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

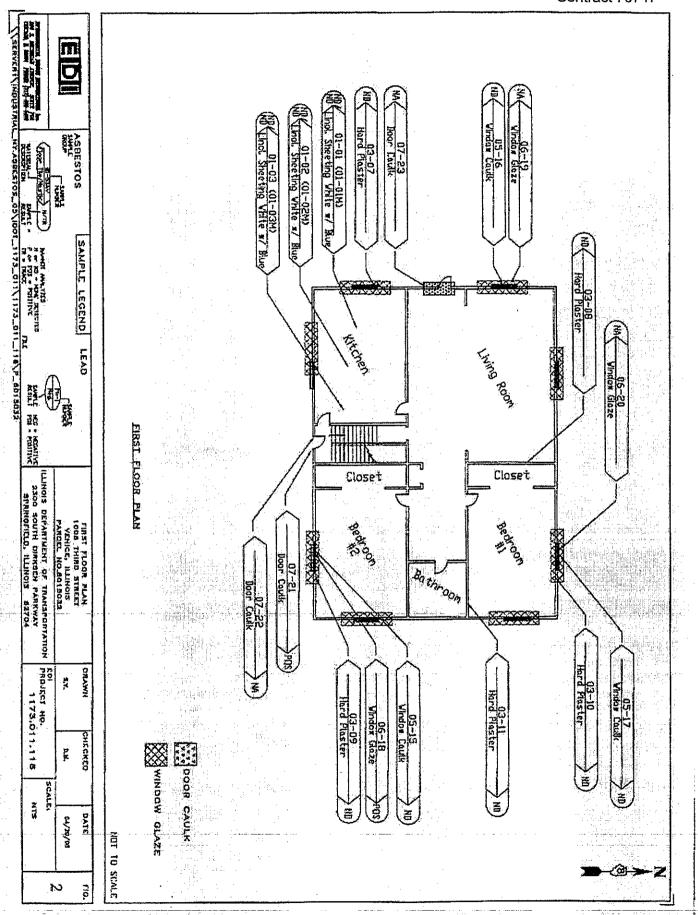
MTLY	MATERIAL DESCRIPTION	LOCATION	F/NF <sup>1</sup>	COND.	*ACM	SAMP.	CUANTITY ENGLISH/ METRIC
01-01 01-02	Linoleum Sheeting White with Blue	Kitchen Kitchen Kitchen	NF NF NF	Poor Poor Poor	00 00 00		200 Sq. Ft 18,60 m <sup>2</sup>
01-03 01-01M 01-02M 01-03M	Linoleum Sheeting White With Blue Mastic	Kitchen Kitchen Kitchen	NF NF NF	Poor Poor Poor	ND ND ND	1	200 Sq. Ft. 18.60 m <sup>2</sup>
02-04 02-05 02-06	12×12 Fl∞ Tle	2 <sup>nd</sup> Floor Bathroom 2 <sup>nd</sup> Floor Bathroom 2 <sup>nd</sup> Floor Bathroom	NF NF NE	Poor Poor Poor	ND ND ND	\$	50 Sq. F). 5.58 m <sup>2</sup>
02-04M 02-05M 02-06M	12"x12" Floor Tije Mastic	Z <sup>nd</sup> Floor Bathroom Z <sup>nd</sup> Floor Bathroom Z <sup>nd</sup> Floor Bathroom	NF NF NF	Poor Poor Poor	ND ND ND	3	50 Sq. Ft. 5.58 m <sup>2</sup>
03-07 03-08 03-09 03-10 03-11	Hard Plaster	1" Floor Kitchen Living Room Bedroom Badroom Bathroom	NF NF NF NF	Poor Poor Poor Poor Poor	22.22.22	<b>.</b>	1,200 Sq. Pt 111,89 m²
04-12 04-13 04-14	Composite Wall Board	2 <sup>™</sup> Floor Bathroom 2 <sup>™</sup> Floor Bathroom 2 <sup>™</sup> Floor Bathroom	NF NF NF	Poor Poor Poor	6N 0N 0N	3	150 Sq. Ft 13,95 m <sup>2</sup>
05-15 05-16 05-17	Wirklow Caulk	South West North	<b>E</b>	Poor Poor Poor	ON ON ON		100 Ln. Pt. 30,48 m
06-18 06-19 06-20	Window Glaze	South West North	Į.	Poor Poor Poor	1%-5% NA NA		100 Ln, Ft. 30.48 m
07-21 07-22 07-23	Door Caulk	South South West		Poor Poor Poor	12-52 NA NA		50 Ln. Ft 15.24 m
08-24 08-25 08-26	Asphalt Shingle Siding	South East North	NF NF NF	Poor Poor Poor	ND ND ND	3	3,000 Sq. Ft 111.60 m <sup>2</sup>
09-27 09-25 09-29	Asphall Shingle Roofing	North East South	NF NF NF	Poor Poor Foor	ND NO ND	3	1,200 Sq. Ft 111,50 m <sup>2</sup>
10-30 10-31 10-32	Interior Window Glaze	Basement Window Basement Window Basement Window		Poor Poor Poor	1%-5% NA NA		80 Ln. Ft. 24.38 m
11-33 11-34 11-35	Dryvall Board	Basament Basement Basement		Poor Poor Poor	ND ND ND	3	100 Sq. FL 9,30 m <sup>2</sup>
TOTAL	DUANTITY OF ACM						230 Ln. Ft. 70.10 m
ESTIMA	TEO ABATEMENT COST						

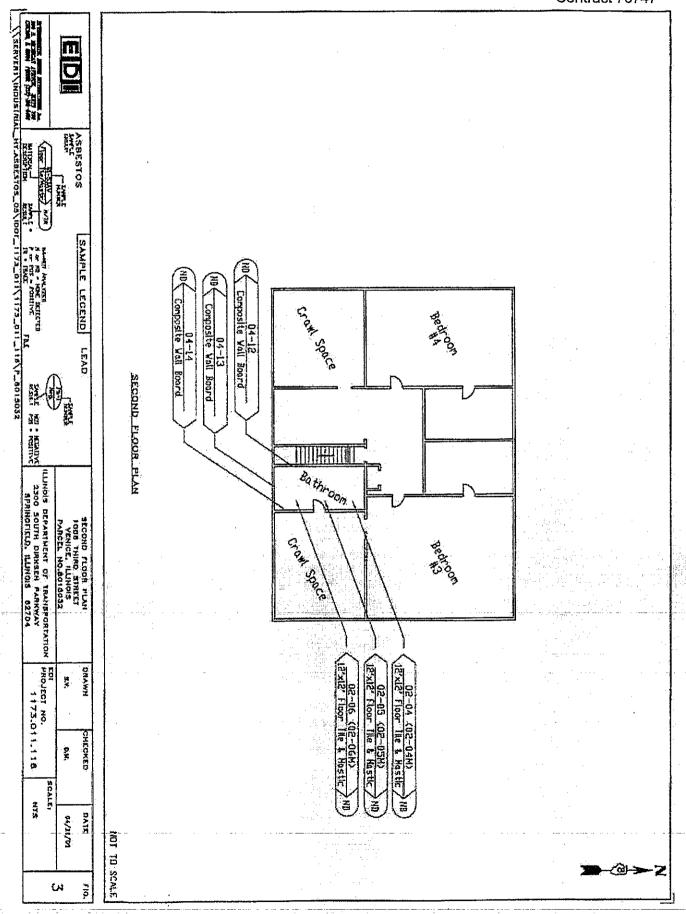
Frieddity is further defined in section 4. Either good, fair or poot.

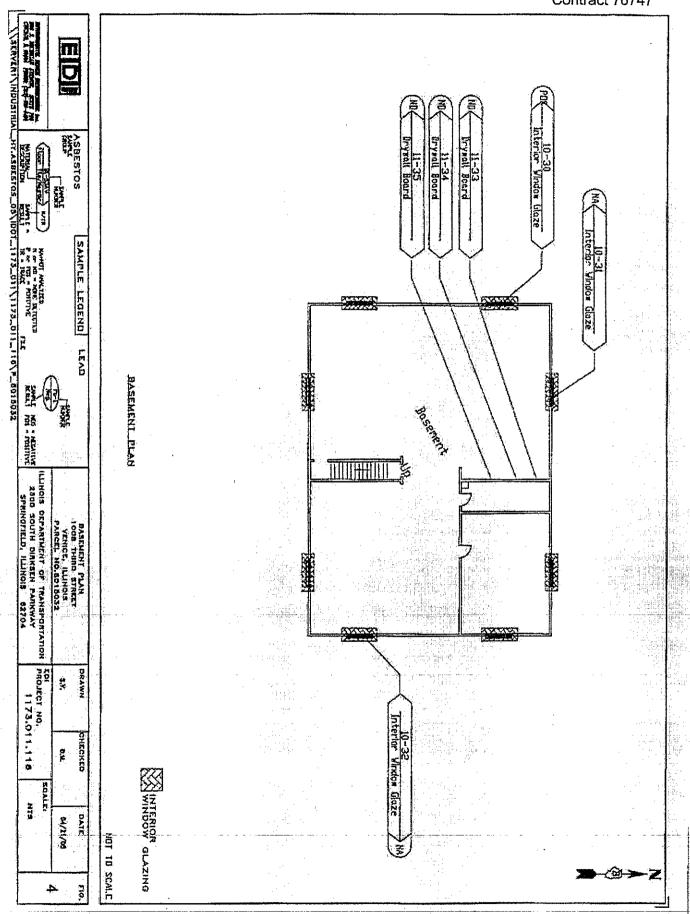
F = Frable; NF = Noviriable Cond. = Condition Of Materials ND = None Detected

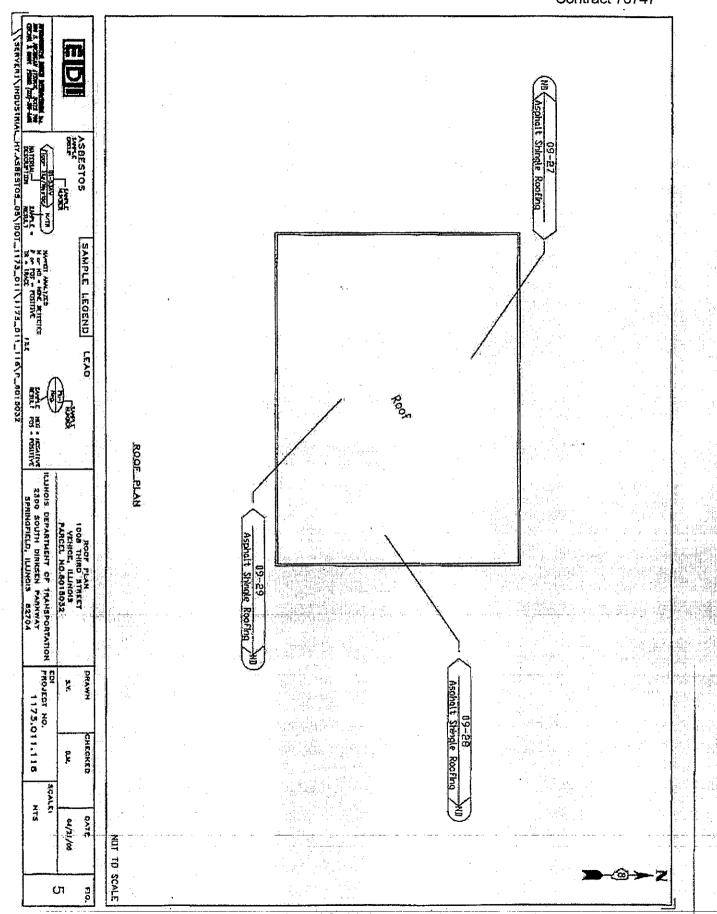
NA = Not Analyzed

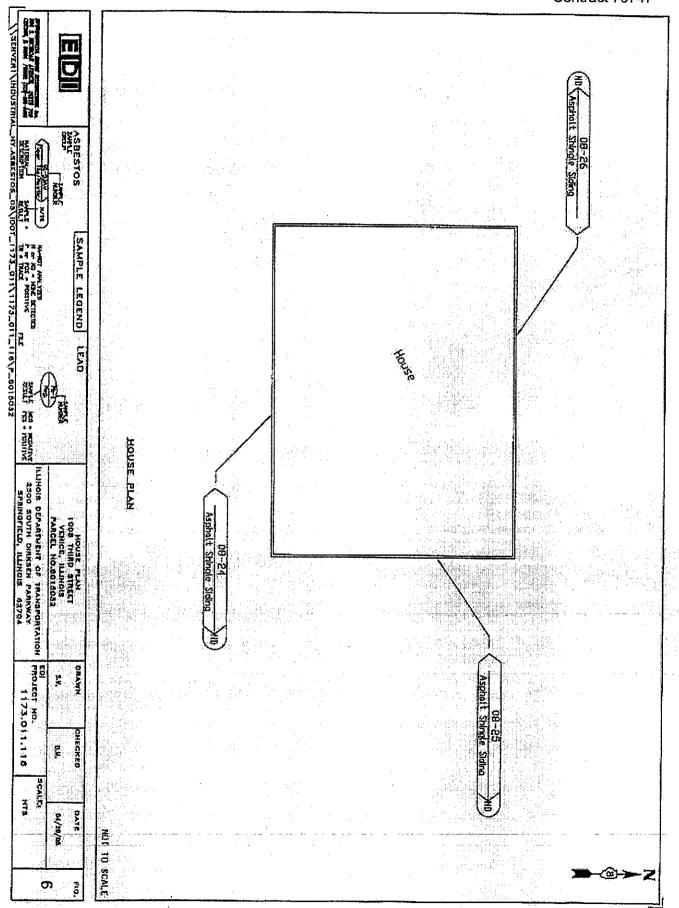
TEM = Electron Microscopy











# 1.1 Survey Summary Sheet

### SITE INFORMATION:

Route #:	FAP Roule	Section:	520-2-2	County/Parcel No	: Madison / 8015080
* ************************************	788	·		<del></del>	
Date of Co	nstruction:	942		Address:	1014 E. Third Street
•		2,046 sq ft		City, State:	Venice, IL

:::		
Ī	Asbestos-Containing M	laterials
	Survey Date: <u>01-28-04</u> Sy Whom: <u>EDI</u> , Inc.	Firm
	Douglas McCormick 100-08904	Certification #
	Results: (Additional detail provided in Number of material types sampled:	in Table 1)
	Number of samples collected  Number of materials testing positive	.57 1
	Was friable ACM found? Were roofing materials sampled?	Yes Yes
H	Are there unique state or local requirements?  Laboratory utilized:	Yes
	Name: <u>Bella Donna</u>	
	Address: 200 S. Michigan Ave.  Chicago, Illinois 60604	
	Building Access Limitations (if ar None	

1.2 Results Summary

### ACM SURVEY RESULTS - PARCEL NO.: 8015080 1014 E. Third Street, Venice, Illinois

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 <sup>1</sup>	COND.2	% ACM <sup>3</sup>	# SAMP.	QUANTITY ENGLISH/ METRIC
01-01 01-02	12"x12" Red and White Linoleum Tile Layer 1	Front Hall Front Hall Front Hall	NF NF NF	Good Good Good	25 20 20 20	3	70 Sq. Ft. 5.51 m
01-03 01-01M 01-02M 01-03M	12'X12' Red and White Caroleum Tile Layer 1- Mastic	Front Hall Front Hall Front Hall	NF NF NF	Good Good Good	NO N	ņ	70 Sq. Fl. 8.51 m <sup>2</sup>
01-01 01-02 01-03	12"x12" Gray and White Tile Layer 2	Front Hall Front Hall Front Hall	NF NF NF	Good Good Good	70 70 70	3	70 Sq. Ft. 5.51 m <sup>2</sup>
01-03 01-01M 01-02M 01-03M	12'x12' Gray and White Tile Layer 2- Massic	Front Hall Front Hall Front Hall	NF NF NF	Good Good Good	22 02 03	3	70.Sq. FL 6.51 m <sup>2</sup>
02-04 02-05 02-06	12"x12" Walle Linglaum Tile	Bathroom T Bathroom T Bathroom T	NE NE NE	Good Good Good	00 00 00	3	60 Sq. Ft 5,58 m <sup>2</sup>
02-04M 02-05M 02-06M	12"x12" White Linoleum Tile - Mastic	Bathroom 1 Bathroom 1 Bathroom 1	NF NF NF	Good Good Good	ND ND ND	3	60 Sq; Ft. 5.58 m²
03-07 03-08 03-09	12"x12" Little Square White Lincleum Tile	Bathroom 2 Bathroom 2 Bathroom 2	NF NF NF	Good Good Good	ND ND ND	3	9 Sq. Ft 0.89 m <sup>2</sup>
03-09 03-07M 03-08M 03-09M	12"x12" Little Square White Linoleum Tile - Mastic	Bathroom 2 Bathroom 2 Bathroom 2	NF NF NF	Good Good Good	ND ND ND	3	9 Sq. Ft 0.89 m <sup>2</sup>
04-70 04-11 04-12	19"x19" Tan Linoleum Tile	Bathroom 2 Bathroom 2 Bathroom 2	NF NF NF	Good Good Good	ND ND ND	.3	22 Sq. Ft 2.05 m <sup>2</sup>
04-10M 04-11M 04-12M	18"x18" Yan Linoleum Tile - Mastic	Bathroom 2 Bathroom 2 Bathroom 2	NF NF	Good Good	20 20 20 20	3	22 Sq. Ft 2.05 m <sup>2</sup>
05-13 05-14 05-15	Brown Lindleura Sheeting	Kitchen Kitchen Kitchen	NF NF NF	Good Good Good	ND ND ND	3	250 Sq. F1 23.25 m <sup>2</sup>
05-13M 05-14M 05-15M	Brown Lincleum Sheeting - Mastic	Kitchen Kitchen Kitchen	NF NF NF	Good Good Good	NO NO NO	3	250 Sq. Ft 23:25 m <sup>2</sup>
06-16 06-17 06-18	White Base Cove	Hallway Bedroom 2 Bedroom 3	NF NF NF	Good Good Good	ND ND ND	3	450 Ln. Ft. 137.16 m
06-16M 06-17M 08-18M	White Base Cove - Mastic	Hallway Bedroom 2 Bedroom 3	NF NF NF	Good Good Good	ND 014 015	3	450 Ln. Ft 137.16 m
07-19 07-20 07-21	1'x1' White Ceiling Tile.	Kitchen Front Room Hallway	F	Good Good	ND ND ND	93	850 Sc. Ft. 79.05 m <sup>2</sup>
08-22 08-23 08-2≤	2'x4' White Ceiling Tile	Bethroom 1 Bethroom 1	P F	Good Good Good	00 ND ND	13	60 Sq. Ft. 5.58 m <sup>2</sup>
09-25 09-26 09-27	Drywalf and Joint Compound	Dining Room  Bedroom 1  Kitchen	7F 7F 2F	Good Good Good	NO NO NO NO	3	1,839 Sq. Ft. 167,40 m <sup>2</sup>
10-28 10-29 10-30	Duct Seam Tape	Basement Basement Basement	F	Fair Fair Fair	65-70% NA NA	3	30 Ln. Ft. 9.14 m

MTL#	MATERIAL DESCRIPTION	LOCATION	F/NF	COND.	% ACM	# SAMP.	QUANTITY ENGLISH/ METRIC
11-31 11-32 11-33	Asphall Roof Stringles	Roof Roof Roof	NF NF NE	Good Good Good	ND ND ND	3	2,200 Sq. Ft. 204,60 m <sup>2</sup>
TOTAL Q	UANTITY OF ACM						30 Ln. Ft. 9.14 m
ESTIMAT	ED ABATEMENT COST						

F = Friable; NF = Noninable Cond. = Condition Of Materials ND = None Detected NA = Not Adalyzed

Friability is further defined in section 4. Either good, fair or poor.

\*TEM = Electron Microscopy

FAP Route 788 (Relocated Route 3)
Section 520-2-2DM5
Madison County
Contract 76747 \\\$URVERI\\HOUSTRIAL\_HT.ASBESTOS\_2005\\U01\_1173\_011\\1173\_011\_72\ROOF SAMPLE LEGEND ROOF LLINOIS DEPARTMENT OF TRANSPORTATION 2300 SOUTH DIRKSEN FARKWAY SPRINGFIELD, ILLINOIS 82764 PROJECT NO. 1173.011.72 CHECKED SCALE Z Z DAYE NOT TO SCALE

FAP Route 788 (Relocated Route 3) Section 520-2-2DM5 **Madison County** Contract 76747 V2EBACH I VINDRELBIM ASBESTOS HY.ASBESTOS\_2003\1507\_1173\_011\1173\_011\_72\BASEMENT Seam Tape SAMPLE LEGEND SEEDLE SON PROBLEM BASEMENT ILLINGIS DEPARTMENT OF TRANSPORTATION
2300 SOUTH DIRKSEN PARKWAY
SPRINGFIELD, ILLINGIS 12704 YENIGE TOWSHIP HADISON COUNTY, ILLINOIS PARCEL NO. 6015000 PROJECT NO. 1173.011.72 Seam Tape HAYBO C) CHROKED SCALE X 73 DATE 92/95/04 NUT TO SCALE Ó ភ

#### **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  $\underline{1}$  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:

Bldg. No.	Parcel No.	<u>Location</u>	<u>Description</u>
No. 1	8015029	1018 East Third St. Venice, Illinois 62090	1539 sq.ft. One Story Building with Basement
No. 2	8015029	1018 East Third St. Venice, Illinois 62090	garage
No. 5	8015032	1008 East Third St. Venice, Illinois 62090	garage

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
IDOT
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**

58

# 1.1 Survey Summary Sheet

### **SITE INFORMATION:**

Route #: FAP Route Section: 520-2-2 County/Parcel No.: Madison / 801529

Date of Construction: 1928 Address: 1018 E. Third Street

Building Size (sq. ft.): 1,539 sq ft City, State: Venice, IL

Asbestos-Containing Materials Survey Date: 11-12-03 By Whom: EDI, Inc. Firm Douglas McCormick Inspector 100-08904 Certification # Results: (Additional detail provided in Table 1) Number of material types sampled: 10 Number of samples collected 30 Number of materials testing positive 0 Was friable ACM found? No Were roofing materials sampled? Yes Are there unique state or local Yes requirements? Laboratory utilized: Name: Bella Donna Address: 200 S. Michigan Ave Chicago, Illinois 60604 Building Access Limitations (if any): None

### **SECTION 1**

1.2 Results Summary

58

### ACM SURVEY RESULTS - PARCEL NO.: 8015029 1018 E. Third Street, Venice, Illinois

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 <sup>1</sup>	COND.2	% ACM <sup>3</sup>	# SAMP.	QUANTITY ENGLISH/
			<u></u>				METRIC
01-01	12"x12" Red & White	Kitchen	NF	Good	ND		300 Sq. Ft.
01-02	Linoleum Tile	Bedroom	NF	Good	ND	3	27.87 m <sup>2</sup>
01-03		Hall	NF	Good	ND	-	27.01 111
01-01M	12"x12" Red & White	Kitchen	NF	Good	ND	<del> </del>	300 Sq. Ft.
01-02M	Linoleum Tile Mastic	Bedroom	NF	Good	· ND	3	27.87 m <sup>2</sup>
01-03M		Hall	NF	Good	ND	"	21.07.111
02-04	12"x12" Brown Linoleum	Bathroom	NF	Good	ND	<del> </del>	35 Sq. Ft.
02-05	Tile ·	Bathroom	NF	Good	ND	3	3.25 m <sup>2</sup>
02-06		Bathroom	NF	Good	ND -	"	J.20 111
02-04M	12"x12" Brown Linoleum	Bathroom	NF	Good	ND		35 Sq. Ft.
02-05M	Tile Mastic	Bathroom	NF	Good	ND	3	3.25 m <sup>2</sup>
02-06M		Bathroom	NF	Good	ND		3.23 H
03-07	Drywall	Bathroom	NF	Good	ND		1000 0 - 54
03-08		Bathroom	NF	Good	ND	3	1200 Sq. Ft
03-09	•	Bathroom	NF	Good	ND	. 3	111.48 m <sup>2</sup>
04-10	2'x4 :Fissured Ceiling Tile	Living Room	F	Good	ND		450 C= 'E'
04-11		Living Room	F	Good	ND	3	120 Sq. Ft 11.15 m <sup>2</sup>
04-12		Living Room	F	Good	ND	١	11.19 W
05-13	2'x4' Textured Ceiling Tile	Dining Room	F	Good	ND		350 Sq. Ft
05-14		Bedroom	F	Good	ND	3	32.52 m <sup>2</sup>
05-15		Hall	F	Good	ND	"	32,32 111
06-16	2'x2' Rough Texture	Kitchen	F	Good	ND		150 Sq. Ft.
06-17	Ceiling Tile	Kitchen	F	Good	ND	3	13.94 m <sup>2</sup>
06-18		Kitchen	F	Good	ND	ı ı	10.54 (11
07-19	Asphalt Shingle Siding	Exterior	NF	Fair	ND		1500 Sq. Ft.
07-20	-	Exterior	NF	Fair	ND	. 3	139.35 m <sup>2</sup>
07-21		Exterior	NF	Fair	ND		135.35 111
08-22	Asphalt Shingle Roofing	Roof - House	NF	Good	ND		1200 Sq. Ft.
08-23		Roof - House	NF	Good	ND ND	3	111.48 m <sup>2</sup>
08-24		Roof - Garage	NF	Good	ND		111,40111
TOT41			<del></del>				
TOTAL CIL	JANTITY OF ACM		4				0
ESTIMATED ABATEMENT COST N/A							

Friability is further defined in section 4

Either good, fair or poor.

ND = None Detected

NA = Not Analyzed

TEM = Electron Microscopy

F = Friable; NF = Nonfriable Cond. = Condition Of Materials

# STATE OF ILLINOIS

DEPARTMENT OF TRANSPORTATION
PLANS FOR PROPOSED

FAP ROUTE 788
(Relocated Route113)
Section 520-2-2DM5
Madison County

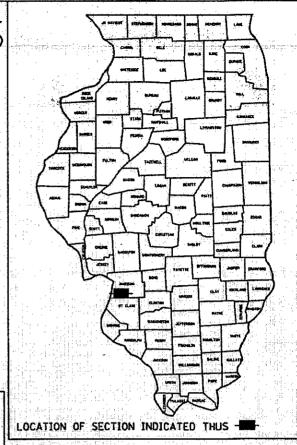
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FOR INDEX OF SHEETS SEE SHEET NO. 2

VENICE, ILLINOIS

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PROJECT LOCATION
SECTION 520-2-2DM5

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



LOCATION MAP

	SUBMITTEE	, Ma	inch	28,20	105
		1.		l Lam	
	PASSED	i de Articio	0	DISTRICT	ENGINEER
· · · · · · · · · · · · · · · · · · ·					
		ENGINE	ER OF DE	SIGN & EN	VIRONMENT
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CONTRACT NO. 76747

PRINTED BY THE AUTHORITY OF THE STATE OF ILLINOIS

DIRECTOR, DIVISION OF HIGHWAYS

JECT LEADER: MIKE PRITCHETT (618)-346-518

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#### INDEX OF SHEETS

107AL SHEET ND.
12 2
Contract 76747

- COVER SHEET
- INDEX OF SHEETS AND GENERAL NOTES
- SUMMARY OF QUANTITIES
- 4. GENERAL LOCATION MAP
- 5. BUILDING REMOVAL KEY
- 6-7. DETAILED LOCATION MAPS
- 8-12. PARCEL DETAILS

STANDARDS

701006-02 701801-03

701801-03 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 \*):

- \* AMEREN IP (GAS, ELECTRIC)
- \* AT&T CORPORATION (COMMUNICATIONS)
- CENTER POINT ENERGY PIPELINE SERVICES (GAS TRANSMISSION)
- \* CHARTER COMMUNICATIONS, INC. (CABLE TV)
- \* EXPLORER PIPELINE COMPANY (GAS TRANSMISSION)
- ILLINOIS AMERICAN WATER CO. (WATER)
- CONSOLIDATED COMMUNICATIONS (COMMUNICATIONS)
- \* MCI NETWORK SERVICES, INC.
- \* McLEOD USA TELECOMMUNICATIONS INC. (COMMUNICATIONS)
- \* METRO-EAST SANITARY DISTRICT (SANITARY SEWER)
- \* 360 NETWORKS (COMMUNICATIONS)
- . OWEST COMMUNICATIONS (COMMUNICATIONS)
- SPRINT COMMUNICATIONS CO. (COMMUNICATIONS)
- \* ST. CLAIR HOUSING AUTHORY (SANITARY SEWER)
- \* CITY OF VENICE (WATER & SANITARY SEWER)
- \* WILTEL COMMUNICATIONS, LLC (COMMUNICATIONS)
- SBC COMMUNICATIONS)

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

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.

ALL PUBLIC OR CITY OWNED SIDEWALKS SHALL REMAIN. ANY DAMAGE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

INDEX OF SHEETS AND GENERAL NOTES

FAP ROUTE 788 SECTION 520-2-2DM5 MADISON COUNTY

PLOT DATE: -DATE-TIME-

107AL SHEET NO. 12 3

Contract 76747

#### CONSTRUCTION TYPE CODE 100% STATE RURAL Y004 SUMMARY OF QUANTITIES $-\infty$ N QUANTITIES TOTAL CALMO. LSUM SUM SUM SUM **LSUM** LSUM NUS\_ LSUM LSUM LSUM EACH EACH \_SUM ACRE UNIT ACRE 20049904 REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS BUILDING NO. 4 FRIABLE FRIABLE REMOVAL AND DISPOSAL OF FRIABLE AND PROTECTION WALL REMOVAL, SPECIAL 57000400 ENGINEER'S FIELD OFFICE, TYPE REMOVAL, (SPECIAL) 9F REMOVAL AND DISPOSAL OF REMOVAL AND DISPOSAL ASBESTOS BUILDING NO. ASBESTOS BUILDING NO. BUILDING NO. BUILDING NO. Z0007601 BUILDING REMOVAL NO. 0007606 BUILDING REMOVAL NO. 20007604 BUILDING REMOVAL NO. COOT605 BUILDING REMOVAL NO. BUILDING REMOVAL NO. BUILDING REMOVAL NO. ITEM 70102640 TRAFFIC CONTROL SEEDING, CLASS 2 STANDARD 701801 MULCH METHOD 67100100 MOBILIZATIÓN SOIDASID CONCRETE ASBESTOS **ASBESTOS** BASEMENT 20007603 20049804 20007602 0049803 .0049806 18934951 2500200 25100115 CODE NO

SUMMARY OF QUANTITIES

FAP ROUTE 788 SECTION 520-2-2DM5 MADISON COUNTY

PLOT DATE: -DATE-TIME-

Contract 76747 SECTION 520-2-2DM5 TO GRANITE CITY VENICE MC KINLEY BRIDGE (TOLL) CLOSED FOR REPAIR LINCOLN HIGH SCHOOL VENICE TOWNSHIP TO BROOKLYN GENERAL LOCATION MAP GENERAL LOCATION MAP FAP ROUTE 788 SECTION 520-2-2DM5 MADISON COUNTY

PLOT DATE: •DATE-TIME-

### BUILDING REMOVAL KEY

BUILDING NO.	PARCEL NO.	DESCRIPTION
1.	8015029	@1500 SQ.FT. ONE-STORY WOOD FRAME BUILDING WITH PARTIAL BASEMENT AND CRAWL SPACE.
2.	8015029	@400 SQ.FT. GARAGE
3.	8015080	@2046 SQ.FT. ONE-STORY WOOD FRAME BUILDING WITH PARTIAL BASEMENT AND CRAWL SPACE.
4.	8015023	@1670 SQ.FT. TWO-STORY WOOD FRAME BUILDING WITH PARTIAL BASEMENT AND CRAWL SPACE.
5.	8015032	@400 SQ.FT. GARAGE
6.	8015032	@1320 SQ.FT. ONE-STORY WOOD FRAME BUILDING WITH PARTIAL BASEMENT AND CRAWL SPACE.
7.	8015004	MOBILE HOME CONCRETE SLAB (TO BE REMOVED)
	,	

BUILDING REMOVAL KEY

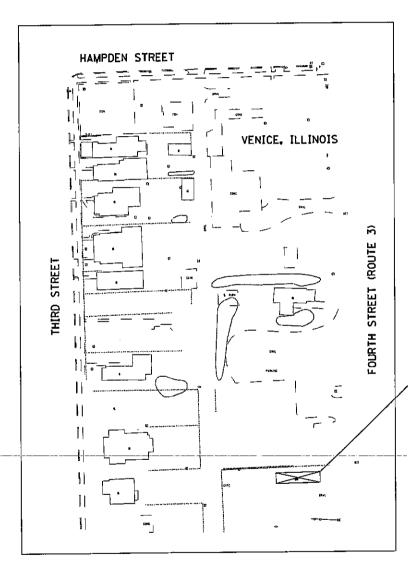
FAP ROUTE 788 SECTION 520-2-2DM5 MADISON COUNTY

PLOT DATE: -DATE-TIME-

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Contract 76747



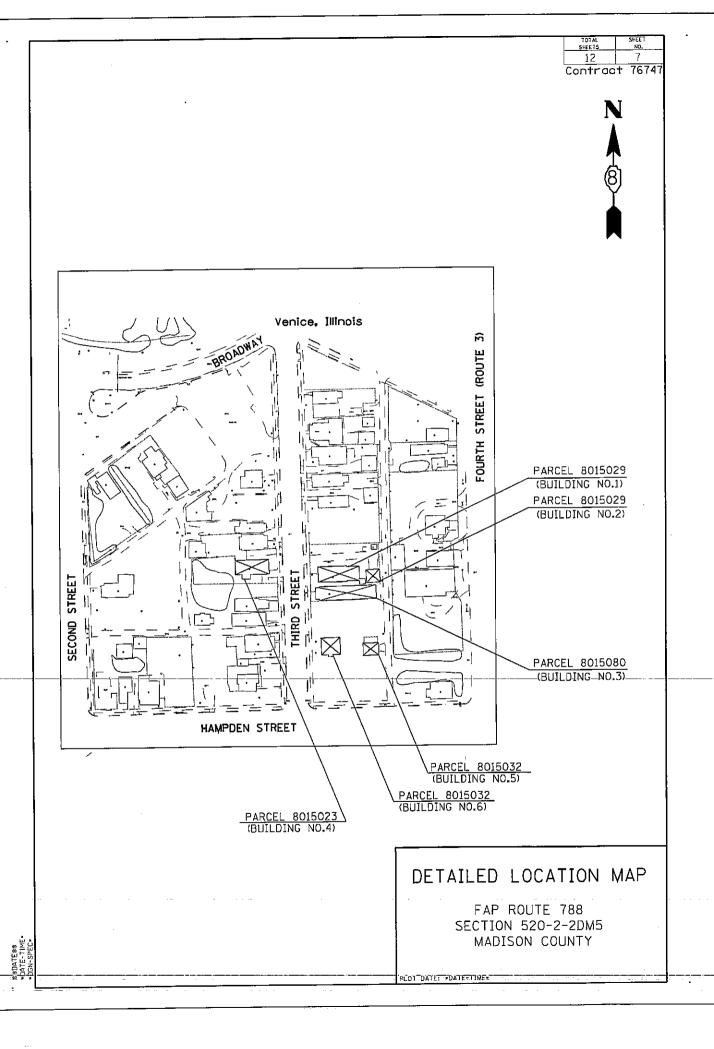


PARCEL 8015004 (CONCRETE REMOVAL, SPECIAL)

DETAILED LOCATION MAP

FAP ROUTE 788 SECTION 520-2-2DM5 MADISON COUNTY

PLOT DATE: -DATE-TIME-

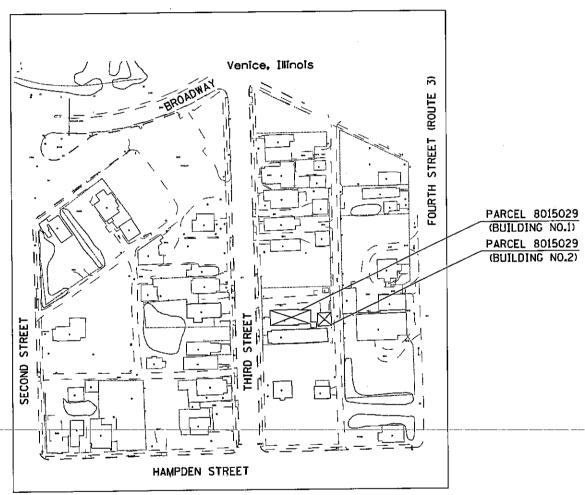


TOTAL SHEETS 12 Contract 76747 N THIRD STREET (¤ FENCE REMOVAL AND MISC. TREE REMOVAL
(TO BE INCLUDED WITH CONCRETE REMOVAL, SPECIAL) CONCRETE REMOVAL, SPECIAL 1 EACH PARCEL DETAIL PARCEL 8015004 817 Fourth Street Venice, Illinois 62090 FAP ROUTE 788 SECTION 520-2-2DM5 MADISON COUNTY PLOT DATE: -DATE-TIME.

101AL SHEET NO.
12 9

Contract 76747





\*See special provision: REMOVAL OF MISC. ITEMS

PARCEL 8015029 1018 East Third Street Venice, Illinois 62090

PARCEL DETAIL

FAP ROUTE 788 SECTION 520-2-2DM5 MADISON COUNTY

PLOT DATE: XDATE TIME

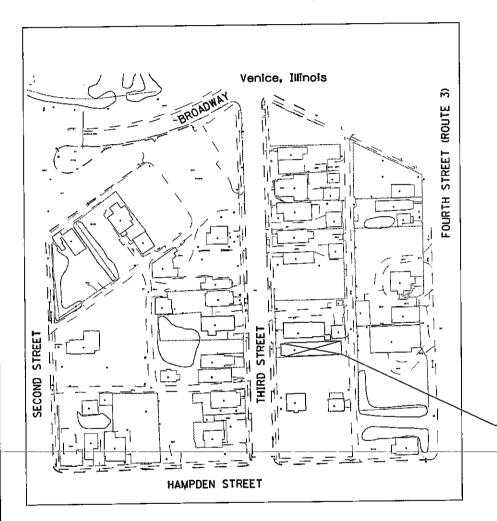
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12 10

Contract 76747





PARCEL 8015080 (BUILDING NO.3)

PARCEL 8015080 1014 East Third Street Venice, Illinois 62090 PARCEL DETAIL

FAP ROUTE 788 SECTION 520-2-2DM5 MADISON COUNTY

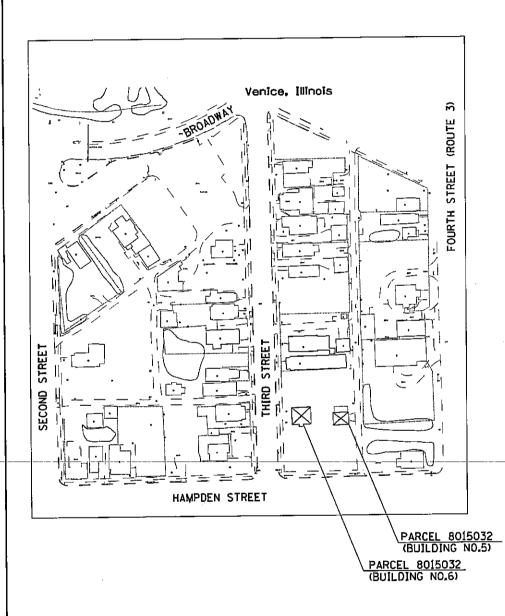
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PARCEL 8015032 1008 East Third Street Venice, Illinois 62090 PARCEL DETAIL

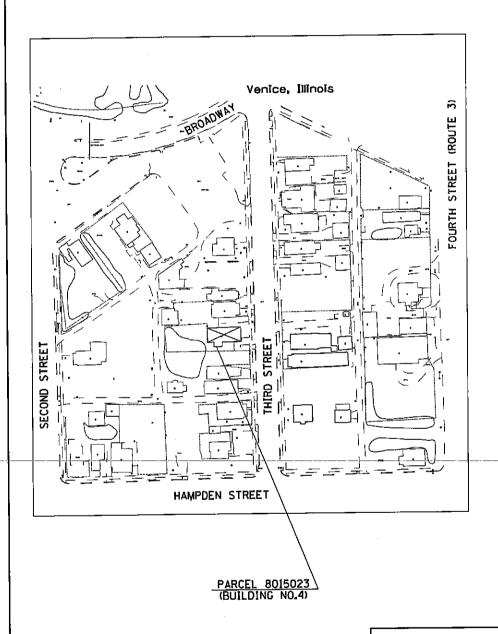
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PARCEL 8015023 1019 Third Street Venice, Illinois 62090

### PARCEL DETAIL

FAP ROUTE 788 SECTION 520-2-2DM5 MADISON COUNTY

PEOT DATE: DATE-TIME

S\*DATE\$\* DATE-TIME-DGN-SPEC\*

#### ILLINOIS DEPARTMENT OF LABOR

### PREVAILING WAGES FOR MADISON COUNTY EFFECTIVE JUNE 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 <a href="http://www.state.il.us/agency/idol/">http://www.state.il.us/agency/idol/</a> 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.

# **Madison County Prevailing Wage for June 2005**

Trade Name	RG	TYP C	Base	FRMAN *M-F	>8 OSA	OSH	H/W	Pensn	Vac	Trng
=============	==	=== =	=====	===== ===	== ===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN	NW	ALL	22.250	22.750 1.5	1.5	2.0	4.600	6.300	0.000	0.500
ASBESTOS ABT-GEN	SE	ALL	22.400	22.900 1.5	1.5	2.0	4.750	6.000	0.000	0.500
ASBESTOS ABT-MEC		BLD	24.010	25.010 1.5	1.5	2.0	2.920	4.320	0.000	0.000
BOILERMAKER		BLD	27.000	29.500 1.5	1.5	2.0	7.020	10.21	0.000	0.210
BRICK MASON		BLD	24.970	26.590 1.5	1.5	2.0	4.100	7.400	2.000	0.370
CARPENTER		ALL	29.030	30.530 1.5	1.5	2.0	4.450	3.250	0.000	0.350
CEMENT MASON		ALL	25.450	26.200 1.5	1.5	2.0	4.850	7.250	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	NW	ALL	27.580	33.960 1.5	2.0	2.0	5.150	6.070	0.000	0.140
ELECTRIC PWR EQMT OP	SE	ALL	29.820	35.940 1.5	2.0			7.450	0.000	0.150
ELECTRIC PWR GRNDMAN			18.810	33.960 1.5	2.0			4.140		0.090
ELECTRIC PWR GRNDMAN	SE	ALL	22.260	35.940 1.5	2.0	2.0	3.080	5.570		0.110
ELECTRIC PWR LINEMAN			32.020	33.960 1.5	2.0	2.0	5.150	7.040	0.000	0.160
ELECTRIC PWR LINEMAN		ALL	34.280	35.940 1.5	2.0		4.740	8.570	0.000	
ELECTRIC PWR TRK DRV			20.520	33.960 1.5	2.0			4.520		0.100
ELECTRIC PWR TRK DRV		ALL	24.340	35.940 1.5	2.0	2.0		6.080		0.120
ELECTRICIAN		ALL	29.040	31.040 1.5	1.5	2.0		6.520	0.000	0.200
ELECTRICIAN		ALL	30.570	32.400 1.5	1.5	2.0		5.800		0.460
ELECTRONIC SYS TECH	NW		22.990	24.490 1.5	1.5			3.640		
ELECTRONIC SYS TECH	SE	BLD	22.610	24.110 1.5 36.790 2.0	1.5	2.0		3.180		
ELEVATOR CONSTRUCTOR		BLD	32.700 25.220	25.970 1.5	2.0 1.5	2.0	7.275 4.450	3.420 3.250		0.000
FLOOR LAYER GLAZIER		BLD	28.730	0.000 2.0	2.0		7.150	5.920		0.330
HT/FROST INSULATOR		BLD BLD	28.790	29.790 1.5	1.5	2.0	4.250	7.360		0.000
IRON WORKER		ALL	24.540	26.040 1.5	1.5	2.0	5.710	7.750		0.420
LABORER	MM	ALL	21.750	22.250 1.5	1.5		4.600	6.300		0.500
LABORER		ALL	21.730		1.5	2.0	4.750		0.000	
MACHINIST		BLD	33.230	34.980 2.0	2.0			3.600		
MARBLE FINISHERS		BLD	22.040	0.000 1.5	1.5	2.0		4.100		0.250
MARBLE MASON		BLD	24.970	26.590 1.5	1.5	2.0	4.100	7.400		0.370
MILLWRIGHT		ALL	29.030	30.530 1.5	1.5	2.0	4.450	3.250		
OPERATING ENGINEER			24.650	25.780 1.5	1.5	2.0		9.900		
OPERATING ENGINEER		ALL 2	23.520	25.780 1.5	1.5	2.0	5.600	9.900	0.000	1.000
OPERATING ENGINEER		ALL 3	19.040	25.780 1.5	1.5	2.0	5.600	9.900	0.000	1.000
OPERATING ENGINEER		ALL 4	19.100	25.780 1.5	1.5	2.0	5.600	9.900	0.000	1.000
OPERATING ENGINEER		ALL 5	18.770	25.780 1.5	1.5	2.0	5.600	9.900	0.000	1.000
OPERATING ENGINEER		ALL 6	25.200	25.780 1.5	1.5	2.0	5.600	9.900	0.000	1.000
OPERATING ENGINEER		ALL 7	25.500	25.780 1.5	1.5	2.0	5.600	9.900	0.000	1.000
OPERATING ENGINEER		ALL 8	25.780	25.780 1.5	1.5	2.0	5.600	9.900	0.000	1.000
PAINTER		BLD	23.800	24.800 1.5	1.5	2.0	3.900	5.150	0.000	0.350
PAINTER		HWY		26.000 1.5				5.150		
PAINTER OVER 30FT		BLD		25.800 1.5				5.150		
PAINTER PWR EQMT		BLD		25.800 1.5				5.150		
PAINTER PWR EQMT		HWY		27.000 1.5				5.150		
PILEDRIVER		ALL		30.530 1.5				3.250		
PIPEFITTER	N	BLD		30.250 2.0				4.950		
PIPEFITTER	S	BLD		30.000 1.5				6.840		
PLASTERER		BLD		26.300 1.5				6.750		
PLUMBER	N	BLD		30.250 2.0				4.950		
PLUMBER	S	BLD		31.700 1.5				4.700		
ROOFER		BLD		27.250 1.5				5.300		
SHEETMETAL WORKER		ALL	∠6.4/0	27.720 1.5	1.5	∠.∪	5./50	4.310	1.580	U.IZU

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	0&C 1	19.924	0.000	1.5	1.5	2.0	7.000	3.200	0.000	0.000
TRUCK DRIVER	0&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	0&C 4	20.604	0.000	1.5	1.5	2.0	7.000	3.200	0.000	0.000
TRUCK DRIVER	0&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**

MADISON COUNTY

ELECTRICIANS AND ELECTRIC SYSTEMS TECHNICIAN (NORTHWEST) - Townships of Godfrey, Foster and Wood River, and the western one mile of Moro, Ft. Russell and Edwardsville, south to the north side of Hwy. 66 and west to the Mississippi River. This includes SIU-Edwardsville Dental Facility and Alton Mental Health Hospital.

ELECTRICIANS AND ELECTRIC SYSTEMS TECHNICIAN (SOUTHEAST) - Remainder of county not covered by ELECTRICIANS AND ELECTRIC SYSTEMS TECHNICIAN (NW) including SIU-Edwardsville Main Campus.

LABORERS (NORTHWEST) - That area northwest of a diagonal line running from the Mississippi River at the intersection of the waterway known as Wood River at Maple Island, northeast through the highway intersection of Illinois Routes 3 and 143 and following the boundary of Alton/East Alton, then preceding northeast to the county line at a point approximately one mile west of Illinois Route 159.

PLUMBERS AND PIPEFITTERS (SOUTH) - That part of the county South of a

line between Mitchell and Highland including the town of Glen Carbon.

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.

#### COMMUNICATIONS TECHNICIAN

Installing telephones; installing, testing, and troubleshooting voice circuits, installing station sets, including blocks and associated wiring; responsible for cross connects in IDFs (wiring closets); programming PBX switches and associated peripheral equipment; moving, adding, changing activities for customer owned PBX locations; and, installing voice trunks for various local exchange carriers. All work associated with these system installations will be included except: (1) the installation of protective metallic conduit; and (2) 120 volt AC (or higher) power wiring and associated hardware. With respect to the pulling of telephone wire, said work is not to include work associated with new construction or major renovation (substantially altering existing fixed structural floor plans), but not to include altering free standing office partitions. Nothing in this definition shall be construed as including work historically performed by persons properly classified as wiremen or telecommunication workers.

#### 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, vactor 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.