

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

PREQUALIFICATION

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHO CAN BID ?

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

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

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

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

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

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

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL 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 Timothy.Garman@illinois.gov.

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

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RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting July 30, 2010

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

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

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



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 76E09
ST CLAIR County
Section 82-1DM-1
District 8 Construction Funds
Route FAP 998**

PLEASE MARK THE APPROPRIATE BOX BELOW:

A Bid Bond is included.

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

Plans Included
Herein

Prepared by	
Checked by	S

(Printed by authority of the State of Illinois)

INSTRUCTIONS

ABOUT IDOT PROPOSALS: All proposals issued by IDOT are potential bidding proposals. Each proposal contains all Certifications and Affidavits, a Proposal Signature Sheet and a Proposal Bid Bond required for Prime Contractors to submit a bid after written **Authorization to Bid** has been issued by IDOT's Central Bureau of Construction. In addition, this proposal contains new statutory requirements applicable to the use of subcontractors and, in particular, includes the State Required Ethical Standards Governing Subcontractors to be signed and incorporated into all subcontracts.

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

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "**Authorization to Bid or Not for Bid**" form, 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 **Authorization to Bid or Not for Bid Report**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Authorization to Bid or Not for Bid Report** will indicate the reason for denial. If a contractor has requested to bid but has not received a **Authorization to Bid or Not for Bid Report**, 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
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Preparation and submittal of bids	217/782-7806

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____ a

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

**Contract No. 76E09
ST CLAIR County
Section 82-1DM-1
Route FAP 998
District 8 Construction Funds**

Nine building removals and site grading/seeding for the proposed I-70 corridor in East St. Louis.

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

RETURN WITH BID

3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, addenda, 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.
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:

<u>Amount of Bid</u>		<u>Proposal Guaranty</u>	<u>Amount of Bid</u>		<u>Proposal 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	\$3,000	\$7,500,000	to	\$10,000,000	\$400,000
\$100,000	to \$150,000	\$5,000	\$10,000,000	to	\$15,000,000	\$500,000
\$150,000	to \$250,000	\$7,500	\$15,000,000	to	\$20,000,000	\$600,000
\$250,000	to \$500,000	\$12,500	\$20,000,000	to	\$25,000,000	\$700,000
\$500,000	to \$1,000,000	\$25,000	\$25,000,000	to	\$30,000,000	\$800,000
\$1,000,000	to \$1,500,000	\$50,000	\$30,000,000	to	\$35,000,000	\$900,000
\$1,500,000	to \$2,000,000	\$75,000	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 two or more proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual proposal. If the guaranty check is placed in another proposal, state below where it may be found.

The proposal guaranty check will be found in the proposal for:

Item _____

Section No. _____

County _____

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

RETURN WITH BID

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

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

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

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

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

8. **AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement Code (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to do business in the State of Illinois prior to submitting the bid.

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER -

76E09

State Job # - C-98-096-10
 PPS NBR - 8-90000-0555
 County Name - ST CLAIR - -
 Code - 163 - -
 District - 8 - -
 Section Number - 82-1DM-1

Project Number

Route
 FAP 998

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
XX001758	WOOD FENCE REMOVAL	FOOT	238.000				
XX007562	SIGN REMOVAL SPECIAL	L SUM	1.000				
X0326390	CONCRETE SLAB REMOVAL	SQ YD	425.000				
X0326972	POOL REMOVAL	L SUM	1.000				
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				
Z0007607	BLDG REMOV NO 7	L SUM	1.000				
Z0007608	BLDG REMOV NO 8	L SUM	1.000				
Z0007609	BLDG REMOV NO 9	L SUM	1.000				
Z0022800	FENCE REMOVAL	FOOT	1,210.000				
Z0048665	RR PROT LIABILITY INS	L SUM	1.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER -

76E09

State Job # - C-98-096-10
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 County Name - ST CLAIR - -
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 District - 8 - -
 Section Number - 82-1DM-1

Project Number

Route
 FAP 998

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
Z0049801	R&D FRIABL ASB BLD 1	L SUM	1.000				
Z0049901	R&D NON-FR ASB BLD 1	L SUM	1.000				
Z0049902	R&D NON-FR ASB BLD 2	L SUM	1.000				
Z0049903	R&D NON-FR ASB BLD 3	L SUM	1.000				
Z0049904	R&D NON-FR ASB BLD 4	L SUM	1.000				
Z0049905	R&D NON-FR ASB BLD 5	L SUM	1.000				
Z0049907	R&D NON-FR ASB BLD 7	L SUM	1.000				
Z0049908	R&D NON-FR ASB BLD 8	L SUM	1.000				
Z0049909	R&D NON-FR ASB BLD 9	L SUM	1.000				
25000200	SEEDING CL 2	ACRE	5.750				
25100115	MULCH METHOD 2	ACRE	5.750				
28000400	PERIMETER EROS BAR	FOOT	3,720.000				
44000100	PAVEMENT REM	SQ YD	3,355.000				
67000400	ENGR FIELD OFFICE A	CAL MO	3.000				
67100100	MOBILIZATION	L SUM	1.000				

CONTRACT NUMBER

76E09

THIS IS THE TOTAL BID

\$ _____

NOTES:

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

RETURN WITH BID

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

I. GENERAL

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

B. In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. Except as otherwise required in subsection III, paragraphs J-M, by execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances have 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 the chief procurement officer to void the contract, or subcontract, and may result in the suspension or debarment of the bidder or subcontractor.

II. ASSURANCES

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.

A. 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 \$177,412.00. Sixty percent of the salary is \$106,447.20.

RETURN WITH BID

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

B. 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.

C. 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.

D. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, State purchasing officers, procurement compliance monitors, 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.

E. 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.

F. Confidentiality

1. The Illinois Procurement Code provides:

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

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

RETURN WITH BID

G. 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

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. Section 50-2 of the Illinois Procurement Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year subcontract shall certify, by July 1 of each fiscal year covered by the contract after the initial fiscal year, to the responsible chief procurement officer whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subcontractor that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

A. 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, or subcontracting under such a contract, 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, or which is signatory to the contract which the subcontract relates, 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, and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

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, or enter into a subcontract, 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. Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any of the certifications required by this Section are false.

RETURN WITH BID

C. Debt Delinquency

1. The Illinois Procurement Code provides:

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

The contractor or bidder or subcontractor, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under the Procurement Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a subcontract, 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, or entering into a subcontract, 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 bidder or contractor or subcontractor, respectively, further acknowledges that the chief procurement officer may declare the related contract void if this certification is false or if the bidder, contractor, or subcontractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

D. Prohibited Bidders, Contractors and Subcontractors

1. The Illinois Procurement Code provides:

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subcontractors.

The bidder or contractor or subcontractor, respectively, 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 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

E. Section 42 of the Environmental Protection Act

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Procurement Code 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 bidder or contractor or subcontractor, respectively, acknowledges that the chief procurement officer may declare the contract void if this certification is false.

F. 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.

G. 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.

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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.

H. 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.

I. Drug Free Workplace

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

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

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

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

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

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

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

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

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

RETURN WITH BID

J. Disclosure of Business Operations in Iran

Section 50-36 of the Illinois Procurement Code, 30ILCS 500/50-36 provides that each bid, offer, or proposal submitted for a State contract shall include a disclosure of whether or not the Company acting as the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

- (1) More than 10% of the Company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the Company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral-extraction products or services to the Government of Iran or a project or consortium created exclusively by that government; and the Company has failed to take substantial action.
- (2) The Company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12-month period, which directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

The terms "Business operations", "Company", "Mineral-extraction activities", "Oil-related activities", "Petroleum resources", and "Substantial action" are all defined in the Code.

Failure to make the disclosure required by the Code shall cause the bid, offer or proposal to be considered not responsive. The disclosure will be considered when evaluating the bid, offer, or proposal or awarding the contract. The name of each Company disclosed as doing business or having done business in Iran will be provided to the State Comptroller.

Check the appropriate statement:

Company has no business operations in Iran to disclose.

Company has business operations in Iran as disclosed the attached document.

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

L. Political Contributions and Registration with the State Board of Elections

Sections 20-160 and 50-37 of the Illinois Procurement Code regulate political contributions from business entities and any affiliated entities or affiliated persons bidding on or contracting with the state. Generally under Section 50-37, any business entity, and any affiliated entity or affiliated person of the business entity, whose current year contracts with all state agencies exceed an awarded value of \$50,000, are prohibited from making any contributions to any political committees established to promote the candidacy of the officeholder responsible for the awarding of the contracts or any other declared candidate for that office for the duration of the term of office of the incumbent officeholder or a period 2 years after the termination of the contract, whichever is longer. Any business entity and affiliated entities or affiliated persons whose state contracts in the current year do not exceed an awarded value of \$50,000, but whose aggregate pending bids and proposals on state contracts exceed \$50,000, either alone or in combination with contracts not exceeding \$50,000, are prohibited from making any political contributions to any political committee established to promote the candidacy of the officeholder responsible for awarding the pending contract during the period beginning on the date the invitation for bids or request for proposals is issued and ending on the day after the date of award or selection if the entity was not awarded or selected. Section 20-160 requires certification of registration of affected business entities in accordance with procedures found in Section 9-35 of The Election Code.

By submission of a bid, the contractor business entity acknowledges and agrees that it has read and understands Sections 20-160 and 50-37 of the Illinois Procurement Code, and that it makes the following certification:

The undersigned business entity certifies that it has registered as a business with the State Board of Elections and acknowledges a continuing duty to update the registration in accordance with the above referenced statutes. A copy of the certificate of registration shall be submitted with the bid. The bidder is cautioned that the Department will not award a contract without submission of the certificate of registration.

These requirements and compliance with the above referenced statutory sections are a material part of the contract, and any breach thereof shall be cause to void the contract under Section 50-60 of the Illinois Procurement Code. This provision does not apply to Federal-aid contracts.

M. Lobbyist Disclosure

Section 50-38 of the Illinois Procurement Code requires that any bidder or offeror on a State contract that hires a person required to register under the Lobbyist Registration Act to assist in obtaining a contract shall:

- (i) Disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract,
- (ii) Not bill or otherwise cause the State of Illinois to pay for any of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration, and
- (iii) Sign a verification certifying that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State.

This information, along with all supporting documents, shall be filed with the agency awarding the contract and with the Secretary of State. The chief procurement officer shall post this information, together with the contract award notice, in the online Procurement Bulletin.

Pursuant to Subsection (c) of this Section, no person or entity shall retain a person or entity to attempt to influence the outcome of a procurement decision made under the Procurement Code for compensation contingent in whole or in part upon the decision or procurement. Any person who violates this subsection is guilty of a business offense and shall be fined not more than \$10,000.

Bidder acknowledges that it is required to disclose the hiring of any person required to register pursuant to the Illinois Lobbyist Registration Act (25 ILCS 170) in connection with this contract.

Bidder has not hired any person required to register pursuant to the Illinois Lobbyist Registration Act in connection with this contract.

Or

Bidder has hired the following persons required to register pursuant to the Illinois Lobbyist Registration Act in connection with the contract:

Name and address of person: _____
All costs, fees, compensation, reimbursements and other remuneration paid to said person: _____

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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 bidder further certifies that the Department has received the disclosure forms for each bid.

The chief procurement officer may void the bid, contract, or subcontract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be suspended or debarred for violations of the Procurement Code. Furthermore, the chief procurement officer may void the contract 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, filed with the Procurement Policy Board, and shall be incorporated as a material term of the contract. Furthermore, pursuant to Section 5-5, the Procurement Policy Board may review a proposal, bid, or contract and issue a recommendation to void a contract or reject a proposal or bid based on any violation of the Procurement Code or the existence of a conflict of interest as provided in subsections (b) and (d) of Section 50-35.

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

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

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 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 \$106,447.20? YES ___ NO ___
3. Does anyone in your organization receive more than \$106,447.20 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 \$106,447.20? YES ___ NO ___
(Note: Only one set of forms needs to be completed per person per bid even if a specific individual would require a yes answer to more than one question.)

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

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

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Form B: Instructions for Identifying Other Contracts & Procurement Related Information

Disclosure Form B must be completed for each bid submitted by the bidding entity. *Note: Checking the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, checked, and dated or the bidder may be considered nonresponsive and the bid will not be accepted.*

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

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

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

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than \$106,447.20 (60% of the Governor's salary as of 7/1/07). **(Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)**

FOR INDIVIDUAL (type or print information)	
NAME:	_____
ADDRESS	_____
Type of ownership/distributable income share:	
stock _____ sole proprietorship _____ Partnership _____ other: (explain on separate sheet):	
% or \$ value of ownership/distributable income share:	_____

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

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

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

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

2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$106,447.20, (60% of the Governor's salary as of 7/1/07) provide the name the State agency for which you are employed and your annual salary. _____

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3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$106,447.20, (60% of the Governor's salary as of 7/1/07) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No ___
4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$106,447.20, (60% of the Governor's salary as of 7/1/07) are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes ___ No ___

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

Yes ___ No ___

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

1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority? Yes ___ No ___
2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$106,447.20, (60 % of the Governor's salary as of 7/1/07) provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. _____
3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$106,447.20, (60% of the salary of the Governor as of 7/1/07) are you entitled to receive (i) more then 71/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No ___
4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$106,447.20, (60% of the Governor's salary as of 7/1/07) are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes ___ No ___

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ___ No ___

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ___ No ___

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ___ No ___

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ___ No ___

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ___ No ___

RETURN WITH BID/OFFER

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

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

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

2. Communication Disclosure.

Disclose the name and address of each lobbyist and other agent of the bidder or offeror who is not identified in Section 2 of this form, who is has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the contract. If no person is identified, enter "None" on the line below:

Name and address of person(s): _____

4. Debarment Disclosure. For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below:

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge.

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

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Representative

The bidder has a continuing obligation to supplement these disclosures under Sec. 50-35 of the Procurement Code.

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Procurement Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Representative, Date

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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

RETURN WITH BID

**Contract No. 76E09
ST CLAIR County
Section 82-1DM-1
Route FAP 998
District 8 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

Instructions: All tables must include subcontractor personnel in addition to prime contractor personnel.

Table A - Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.

Table B - Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.

Table C - Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

RETURN WITH BID

**Contract No. 76E09
ST CLAIR County
Section 82-1DM-1
Route FAP 998
District 8 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

(IF AN INDIVIDUAL)

Firm Name _____

Signature of Owner _____

Business Address _____

(IF A CO-PARTNERSHIP)

Firm Name _____

By _____

Business Address _____

Name and Address of All Members of the Firm:

(IF A CORPORATION)

Corporate Name _____

By _____

Signature of Authorized Representative _____

Typed or printed name and title of Authorized Representative _____

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

Attest _____

Signature _____

Business Address _____

(IF A JOINT VENTURE)

Corporate Name _____

By _____

Signature of Authorized Representative _____

Typed or printed name and title of Authorized Representative _____

Attest _____

Signature _____

Business Address _____

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



Return with Bid

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

Item No.
Letting Date

KNOW ALL MEN BY THESE PRESENTS, That We

as PRINCIPAL, and

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

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

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

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

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

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

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
County of
I, , a Notary Public in and for said County, do hereby certify that
and
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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

Given under my hand and notarial seal this day of A.D.
My commission expires
Notary Public

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

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

(1) Policy

It is public policy that disadvantageded businesses as defined in 49 CFR Part 26 and the Special Provision shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal or State funds. Consequently the requirements of 49 CFR Part 26 apply to this contract.

(2) Obligation

The contractor agrees to ensure that disadvantageded businesses as defined in 49 CFR Part 26 and the Special Provision have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with Federal or State funds. The contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and the Special Provision to ensure that said businesses have the maximum opportunity to compete for and perform under this contract. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts.

(3) Project and Bid Identification

Complete the following information concerning the project and bid:

Route _____	Total Bid _____
Section _____	Contract DBE Goal _____ (Percent) _____ (Dollar Amount)
Project _____	
County _____	
Letting Date _____	
Contract No. _____	
Letting Item No. _____	

(4) Assurance

I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure the Department that on this project my company : (check one)

Meets or exceeds contract award goals and has provided documented participation as follows:
Disadvantaged Business Participation _____ percent

Attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

Failed to meet contract award goals and has included good faith effort documentation to meet the goals and that my company has provided participation as follows:

Disadvantaged Business Participation _____ percent

The contract goals should be accordingly modified or waived. Attached is all information required by the Special Provision in support of this request including good faith effort. Also attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

Company

By _____

Title _____

Date _____

The "as read" Low Bidder is required to comply with the Special Provision.

Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision.

Bureau of Small Business Enterprises **Local Let Projects**
2300 South Dirksen Parkway Submit forms to the
Springfield, Illinois 62764 Local Agency

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. 76E09
ST CLAIR County
Section 82-1DM-1
Route FAP 998
District 8 Construction Funds**



Illinois Department of Transportation

SUBCONTRACTOR DOCUMENTATION

P.A. 96-0795, effective July 1, 2010, enacted substantial changes to the provisions of the Illinois Procurement Code (30 ILCS 500). Among the changes are provisions affecting subcontractors. The Contractor awarded this contract will be required as a material condition of the contract to implement and enforce the contract requirements applicable to subcontractors approved in accordance with article 108.01 of the Standard Specifications for Road and Bridge Construction.

If the Contractor seeks approval of subcontractors to perform a portion of the work, and approval is granted by the Department, the Contractor shall provide a copy of the subcontract to the Chief Procurement Officer within 20 calendar days after execution of the subcontract.

The subcontract shall contain the certifications required to be made by subcontractors pursuant to Article 50 of the Illinois Procurement Code. This Notice to Bidders includes a document incorporating all required subcontractor certifications and disclosures for use by the Contractor in compliance with this mandate. The document is entitled State Required Ethical Standards Governing Subcontractors.

STATE ETHICAL STANDARDS
GOVERNING SUBCONTRACTORS

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.

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Department approve the subcontractor. The chief procurement officer may terminate or void the subcontract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification.

Section 50-2 of the Illinois Procurement Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year subcontract shall certify, by July 1 of each fiscal year covered by the contract after the initial fiscal year, to the responsible chief procurement officer whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subcontractor that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

A. 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, or subcontracting under such a contract, 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, or which is signatory to the contract to which the subcontract relates, 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, and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

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, or enter into a subcontract, 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. Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any of the certifications required by this Section are false.

C. Debt Delinquency

1. The Illinois Procurement Code provides:

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

The contractor or bidder or subcontractor, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under the Procurement Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a subcontract, 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, or entering into a subcontract, 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 bidder or contractor or subcontractor, respectively, further acknowledges that the chief procurement officer may declare the related contract void if this certification is false or if the bidder, contractor, or subcontractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

D. Prohibited Bidders, Contractors and Subcontractors

1. The Illinois Procurement Code provides:

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subcontractors.

The bidder or contractor or subcontractor, respectively, 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 or if in violation of Subsection (c) for a period of five years from the date of conviction.. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

E. Section 42 of the Environmental Protection Act

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Procurement Code 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 bidder or contractor or subcontractor, respectively, acknowledges that the chief procurement officer may declare the contract void if this certification is false.

The undersigned, on behalf of the subcontracting company, has read and understands the above certifications and makes the certifications as required by law.

<hr/>		
Name of Subcontracting Company		
<hr/>		<hr/>
Authorized Officer		Date

RETURN WITH SUBCONTRACT

SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

- A. The disclosures hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed. The subcontractor further certifies that the Department has received the disclosure forms for each subcontract.

The chief procurement officer may void the bid, contract, or subcontract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be suspended or debarred for violations of the Procurement Code. Furthermore, the chief procurement officer may void the contract or subcontract.

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Illinois Procurement Code provides that all subcontracts of more than \$10,000 shall be accompanied by disclosure of the financial interests of the subcontractor. This disclosed information for the subcontractor, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the Prime Contractor's contract. Furthermore, pursuant to this Section, the Procurement Policy Board may recommend to allow or void a contract or subcontract based on a potential conflict of interest.

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 subcontracting entity or its parent entity, whichever is less, unless the subcontractor 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 subcontractor 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, subcontracts, proposals, leases, or other ongoing procurement relationships the subcontracting entity has with any other unit of state government and shall clearly identify the unit and the contract, subcontract, proposal, lease, or other relationship.

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

If the subcontractor 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 subcontractor 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 subcontractor is not subject to Federal 10K reporting, the subcontractor must determine if any individuals are required by law to complete a financial disclosure form. To do this, the subcontractor 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 subcontracting 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 \$106,447.20? YES ___ NO ___
3. Does anyone in your organization receive more than \$106,447.20 of the subcontracting 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 subcontracting entity's or parent entity's total distributive income, but which is less than \$106,447.20? YES ___ NO ___

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

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

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

RETURN WITH SUBCONTRACT

Form B: Instructions for Identifying Other Contracts & Procurement Related Information

Disclosure Form B must be completed for each subcontract submitted by the subcontracting entity. *Note: Checking the NOT APPLICABLE STATEMENT on Form A does not allow the subcontractor to ignore Form B. Form B must be completed, checked, and dated or the subcontract will not be approved.*

The Subcontractor shall identify, by checking Yes or No on Form B, whether it has any pending contracts, subcontracts, leases, bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the subcontractor only needs to complete the check box on the bottom of Form B. If "Yes" is checked, the subcontractor must list all non-IDOT State of Illinois agency pending contracts, subcontracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an attached sheet(s). Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and are not to be included. Contracts or subcontracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development Board must be included.

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Subcontractor: Financial Information & Potential Conflicts of Interest Disclosure

Subcontractor Name, Legal Address, City, State, Zip, Telephone Number, Email Address, Fax Number (if available)

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

DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the SUBCONTRACTOR (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than \$106,447.20 (60% of the Governor's salary as of 7/1/07). (Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)

FOR INDIVIDUAL (type or print information) NAME: ADDRESS Type of ownership/distributable income share: stock sole proprietorship Partnership other: (explain on separate sheet): % or \$ value of ownership/distributable income share:

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

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

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

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

2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$106,447.20, (60% of the Governor's salary as of 7/1/07) provide the name the State agency for which you are employed and your annual salary.

RETURN WITH SUBCONTRACT

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$106,447.20, (60% of the Governor's salary as of 7/1/07) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No ___
4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$106,447.20, (60% of the Governor's salary as of 7/1/07) are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes ___ No ___

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

Yes ___ No ___

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

1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority? Yes ___ No ___
2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$106,447.20, (60 % of the Governor's salary as of 7/1/07) provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. _____

3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$106,447.20, (60% of the salary of the Governor as of 7/1/07) are you entitled to receive (i) more then 71/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No ___

4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$106,447.20, (60% of the Governor's salary as of 7/1/07) are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes ___ No ___

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ___ No ___

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ___ No ___

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ___ No ___

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ___ No ___

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ___ No ___

RETURN WITH SUBCONTRACT

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

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

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

APPLICABLE STATEMENT

This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge.

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

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Officer

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT
OF TRANSPORTATION

Form B
Subcontractor: Other Contracts &
Procurement Related Information
Disclosure

Subcontractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)

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

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

<input type="checkbox"/>	_____	_____
	Signature of Authorized Officer	Date



- 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., July 30, 2010. 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. 76E09
ST CLAIR County
Section 82-1DM-1
Route FAP 998
District 8 Construction Funds**

Nine building removals and site grading/seeding for the proposed I-70 corridor in East St. Louis.

- 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

Gary Hannig,
Secretary

INDEX
 FOR
 SUPPLEMENTAL SPECIFICATIONS
 AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2010

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-07) (Revised 1-1-10)

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RECURRING SPECIAL PROVISIONS

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

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STATE OF ILLINOIS
SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007, 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 998 (Relocated I-70); Section 82-1DM-1; St. Clair County; Contract No. 76E09 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

Four (4) properties located in East St. Louis, Illinois. The first property, Parcel 8826201, is located in the area northeast of St. Clair Avenue extending to Baugh Avenue and bordered by 1st and 2nd Streets. This property is the former location of Becker's Farm Supply.

The second property, Parcel 8826279, is located northeast of Baugh Avenue, bordered by 9th Street and the 10th Street coupler. This property is the former location of Club Rio.

The third property, Parcel 8826207, is located on the Southwest side of Baugh Avenue, Southeast of the intersection of Baugh Avenue and 2nd Street in East. St. Louis, IL. This parcel has multiple significant structures and several miscellaneous structures.

The fourth property, Parcel 8826208, is located on the Southwest side of Baugh Avenue, Southeast of the intersection of Baugh Avenue and 2nd Street in East. St. Louis, IL. This parcel is located at the end of Baugh Avenue and encroaches upon railroad property. A right of entry permit with Kansas City Southern Railway will be required to gain access to their property. This property has one significant structure with several miscellaneous structures.

DESCRIPTION OF PROJECT

The work in this project includes the demolition of 9 buildings and the removal of all miscellaneous items on the parcels as detailed in the plans.

MONTHLY LABOR SUMMARY AND ACTIVITY REPORTING SYSTEM

Effective: 1-1-1995

Revised June 2001

I. Monthly Labor Summary Report, Form SBE 148

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

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

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

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

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

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

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

II. Monthly Contract Activity Report, Form SBE 248

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

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

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

Monthly Labor Summary and Activity Reporting System Codes and Formats

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

I.) Monthly Labor Summary Report, Form SBE 148

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

- 1. **Gender:** **M** - Male **F** - Female
- 2. **Ethnic Group:** **1** - White **2** - Black **3** - Hispanic
 4 - American Indian/Alaskan Native **5** - Asian/Pacific Islander

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: January 1, 2009

Revise the following seeding mixtures shown in Table 1 of Article 250.07 of the Standard Specifications to read:

"Table 1 - SEEDING MIXTURES		
Class – Type	Seeds	lb/acre (kg/hectare)
2 Roadside Mixture 7/	Tall Fescue (Inferno, Tarheel II, Quest, Blade Runner, or Falcon IV)	100 (110)
	Perennial Ryegrass	50 (55)
	Creeping Red Fescue	40 (50)
	Red Top	10 (10)
2A Salt Tolerant Roadside Mixture 7/	Tall Fescue (Inferno, Tarheel II, Quest, Blade Runner, or Falcon IV)	60 (70)
	Perennial Ryegrass	20 (20)
	Red Fescue (Audubon, Sea Link, or Epic)	30 (20)
	Hard Fescue (Rescue 911, Spartan II, or Reliant IV)	30 (20)
	Fults Salt Grass 1/	60 (70)"

Revise Note 7 of Table 1 – Seeding Mixtures of Article 250.07 of the Standard Specifications to read:

"7/ In Districts 1 through 6, the planting times shall be April 1 to June 15 and August 1 to November 1. In Districts 7 through 9, the planting times shall be March 1 to June 1 and August 1 to November 15. In District 8 when Class 2 seeding is done between March 1st and June 1st, the seed mixture shall also include 48 pounds per acre (55kg/ha) of Spring Oats. When Class 2 seeding is done between August 1st and November 15th, the seed mixture shall also include 56 pounds per acre (63kg/ha) of Balboa Farm Rye or 60 pounds per acre (67kg/ha) of Winter Wheat. Seeding may be performed outside these dates provided the Contractor guarantees a minimum of 75 percent uniform growth over the entire seeded area(s) after a period of establishment. Inspection dates for the period of establishment will be as follows: Seeding conducted in Districts 1 through 6 between June 16 and July 31 will be inspected after April 15 and seeding conducted between November 2 and March 31 will be inspected after September 15.

Seeding conducted in Districts 7 through 9 between June 2 and July 31 will be inspected after April 15 and seeding conducted between November 16 and February 28 will be inspected after September 15. The guarantee shall be submitted to the Engineer in writing prior to performing the work. After the period of establishment, areas not exhibiting 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at no additional cost to the Department.”

Revise Table II of Article 1081.04(c)(6) of the Standard Specifications to read:

TABLE II						
Variety of Seeds	Hard Seed %	Purity %	Pure Live Seed %	Weed %	Secondary * Noxious Weeds No. per oz (kg)	
	Max.	Min.	Min.	Max.	Max. Permitted	Notes
Alfalfa	20	92	89	0.50	6 (211)	1/
Clover, Alsike	15	92	87	0.30	6 (211)	2/
Red Fescue, Audubon	0	97	82	0.10	3 (105)	-
Red Fescue, Creeping	-	97	82	1.00	6 (211)	-
Red Fescue, Epic	-	98	83	0.05	1 (35)	-
Red Fescue, Sea Link	-	98	83	0.10	3 (105)	-
Tall Fescue, Blade Runner	-	98	83	0.10	2 (70)	-
Tall Fescue, Falcon IV	-	98	83	0.05	1 (35)	-
Tall Fescue, Inferno	0	98	83	0.10	2 (70)	-
Tall Fescue, Tarheel II	-	97	82	1.00	6 (211)	-
Tall Fescue, Quest	0	98	83	0.10	2 (70)	-
Fults Salt Grass	0	98	85	0.10	2 (70)	-
Kentucky Bluegrass	-	97	80	0.30	7 (247)	4/
Oats	-	92	88	0.50	2 (70)	3/
Redtop	-	90	78	1.80	5 (175)	3/
Ryegrass, Perennial, Annual	-	97	85	0.30	5 (175)	3/
Rye, Grain, Winter	-	92	83	0.50	2 (70)	3/
Hard Fescue, Reliant IV	-	98	83	0.05	1 (35)	-
Hard Fescue, Rescue 911	0	97	82	0.10	3 (105)	-
Hard Fescue, Spartan II	-	98	83	0.10	3 (105)	-
Timothy	-	92	84	0.50	5 (175)	3/
Wheat, hard Red Winter	-	92	89	0.50	2 (70)	3/”

Revise the first sentence of the first paragraph of Article 1081.04(c)(7) of the Standard Specifications to read:

“The seed quantities indicated per acre (hectare) for Prairie Grass Seed in Classes 3, 3A, 4, 4A, 6, and 6A in Article 250.07 shall be the amounts of pure, live seed per acre (hectare) for each species listed.”

OFFICE COPY MACHINE
Effective: January 1, 1987

Revised: November 1, 2006

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

- (1) Edge-to-edge copying.

- (2) Up to 11 in x 17 in (275 mm x 425 mm) 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: November 1, 2006

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) Digital 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) Full Message - The Caller is advised if the memory is insufficient 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:

701001 701006 701101 701601 701701 701901

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

Keeping the Roads and Streets Open to Traffic

STATUS OF UTILITIES TO BE ADJUSTED

NAME AND ADDRESS OF UTILITY	TYPE	LOCATION	ESTIMATED DATE DISCONNECTION COMPLETED
Illinois American Water 100 Water Works Drive PO Box 24040 Belleville, IL 62223-9040 Brent O'Neill 618-239-3253	Water	Illinois American has water service disconnects at 101 St. Clair Ave., 901 Baugh Ave., 5 locations on Baugh Ave. associated with Parcel # 8826207, 1 location on Baugh with Parcel # 8826208.	Give five (5) days notice to disconnect services. Call (618) 239-3261.
AT&T Illinois 203 Goethe St. Collinsville, IL 62234 Dean Litzenburg 618-346-6422	Telephone	AT&T has service disconnects at 101 St. Clair Ave., 901 Baugh Ave., 5 locations on Baugh Ave. associated with Parcel # 8826207, 1 location on Baugh associated with Parcel # 8826208	Call Business Office to place an order of removal 1-800-660-3000
Charter Communications 941 Charter Commons Town and Country, MO 63017 Cory Birk 636-387-6643	CATV	Charter Communications has no service disconnections anticipated.	Give five (5) days notice to disconnect services. Call 1-888-438-2427.
Ameren IP-Electric 1050 West Blvd. PO Box 428 Belleville, IL 62220 Jason Klein 618-236-4309	Electric	Ameren IP Electric has power service disconnects at 101 St. Clair Ave., 901 Baugh Ave., 5 locations on Baugh Ave. associated with Parcel # 8826207, 1 location on Baugh with Parcel # 8826208	Give five (5) days notice to disconnect services. Call 1-800-755-5000.
Ameren IP-Gas 1050 West Blvd. PO Box 428 Belleville, IL 62220 Brian Kelly 618-267-1916	Gas	Ameren IP Gas has service disconnects at 101 St. Clair Ave., 901 Baugh Ave., 5 locations on Baugh Ave. associated with Parcel # 8826207, 1 location on Baugh with Parcel # 8826208	Give five (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 Section 102 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.

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.

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 and seeded to present a neat and clean appearance upon completion of this project. The Contractor will then be required to remove all driveways, patios, sidewalks, private light/utility poles, miscellaneous sheds, foundations, decks, signs, bollards, fences, decorative stones, and other miscellaneous items including debris and rubbish unless otherwise noted in the plans.

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

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.

AIR CONDITIONERS

According to USEPA regulations all Freon that is present in any AC units shall be recycled or reclaimed prior to commencing demolition activities.

Nothing special needs to be done with the AC units once the Freon is removed.

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

Reclamation, Removal and disposal of the AC units as herein specified 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.

RAILROAD PROTECTIVE LIABILITY INSURANCE (5 AND 10) (BDE)

Effective: January 1, 2006

Description. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications, except the limits shall be a minimum of \$5,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$10,000,000 over the life of the policy. A separate policy is required for each railroad unless otherwise noted.

Route: FAP 998 Relocated I-70

Job No. C-98-096-10

NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
Kansas City Southern Railway and Subsidiaries 427 W. 12 th Street Kansas City , Mo. 64105	No passenger trains	Four trains per day/ 5 MPH
DOT/AAR No.: N/A RR Division: Gateway Eastern	RR Mile Post: 237.8 RR Sub-Division: East St. Louis	
For Freight/Passenger Information Contact:	Wendall Cambell, Sr., Trainmaster	Phone: (618) 482-4956
For Insurance Information Contact:	Wendall Cambell, Sr., Trainmaster	Phone: (618) 482-4956

Approval of Insurance. The original and one certified copy of each required policy shall be submitted to the following address for approval:

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

The Contractor will be advised when the Department has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Engineer evidence that the required insurance has been approved by the railroad(s). The Contractor shall also provide the Engineer with the expiration date of each required policy.

Basis of Payment. Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

SIGN REMOVAL, SPECIAL

Contractor shall remove and dispose of sign located at Baugh Avenue and 10th Street, located on Parcel 8826279, near Building No. 2. This shall include the above ground structure as well as removal of the entire sign foundation.

Upon removal of the sign foundation, Contractor shall furnish and compact acceptable fill according to Article 205.06 to fill hole to surrounding grade. No special payment will be made for furnishing, hauling or compaction of this fill. No materials demolished on site will be considered acceptable as fill.

This work will be paid for as LUMP SUM for SIGN REMOVAL, SPECIAL.

POOL REMOVAL

Existing pool is currently filled with stone dumped rip-rap, and this material will remain property of the Illinois Department of Transportation. Contractor shall remove 95% of the stone dumped rip-rap in the pool, using care to keep the material clean, and transport the material to the Illinois Department of Transportation Maintenance Yard located at Exchange Avenue and 7th Street in East St. Louis. Seven (7) days before removal of the stone dumped rip-rap may begin, Contractor must contact Craig Poettker at 618-346-3279 to coordinate access and a location to stockpile with the IDOT maintenance yard. Contractor shall be responsible to construct a clean, consolidated stockpile in the yard.

Upon removal of the stone dumped rip-rap in the pool, Contractor shall remove and dispose of pool structural components and all of the associated mechanical and electrical components. This includes, but is not limited to the pool pumps, filter and any associated lighting.

Contractor shall furnish and compact acceptable fill according to Article 205.06. No special payment will be made for furnishing, hauling or compaction of this fill. No materials demolished on site will be considered acceptable as fill.

Contractor shall remove and dispose of the concrete patio area extending from the northeast face of the building, up to and surrounding the pool, in entirety. This work is included in POOL REMOVAL.

This work will be paid for at the contract unit price per LUMP SUM for POOL REMOVAL.

FENCE REMOVAL

Fence Removal shall include metal type fences and associated gates at the site of Building No. 1. Fence materials include, but are not limited to chain link fencing and metal panel fencing of various heights including barbed wire.

This work will be paid for at the contract unit price per FOOT for FENCE REMOVAL.

WOOD FENCE REMOVAL

Wood Fence Removal shall include wood type fences and associated gates at the site of Building No. 2. Fence materials include, but are not limited to wood picket style fence.

This work will be paid for at the contract unit price per FOOT for WOOD FENCE REMOVAL.

CONCRETE SLAB REMOVAL

Concrete Removal shall include complete removal and disposal of surface slab and any associated foundations in their entirety. Upon removal of any concrete foundations, Contractor shall furnish and compact acceptable fill according to Article 205.06 to fill hole. No special payment will be made for furnishing, hauling or compaction of this fill. No materials demolished on site will be considered acceptable as fill.

This work will be paid at the contract unit price per SQ YD for CONCRETE SLAB REMOVAL.

RIGHT OF ENTRY PERMIT

The Contractor will be solely responsible for obtaining a Right of Entry Permit from Kansas City Southern Railway Company (KCS) to obtain access to their Right of Way for this contract. A blank Right of Entry Permit is attached for the Contractor's convenience. The following are directions provided by KCS to secure the permit:

In an effort to effectively facilitate the right-of-entry permit process, The Kansas City Southern Railway Company (KCS) has partnered with Jones Lang LaSalle Americas, Inc. (JLL) who is committed to provide professional Real Estate Services. This is intended to provide you with all the information you should need to apply for a right-of-entry permit to access KCS property through JLL.

Complete the application, print and mail with the following:

- \$750.00 (non-refundable) processing fee, check made payable to Jones Lang LaSalle Americas, Inc. KCS requires the processing fee be sent with the application, or it will be returned.
- One (1) set of drawings of the area to be occupied showing work to be completed (pdf documents via email preferred).

TO: Jones Lang LaSalle Americas, Inc.
Attn: Sylvia Schmidt-Permits Department
3017 Lou Menk Drive, Suite 100
Fort Worth, TX 76131-2800
Phone: (817) 230-2688
Fax: (817) 306-5521
Email: sylvia.schmidt@am.jll.com

If the information is not complete or is incorrect, it will delay the right-of-entry permit process.
Right-of-Entry Permit Process:

1. Once received by JLL, the application and drawing will be forwarded to KCS Engineering for review and approval. Information provided by the applicant will be used to prepare the Agreement. Therefore, please ensure that all information is accurate.
2. Provided KCS approves the application, an agreement will be prepared and three (3) copies will be forwarded to you for original signature. If the application is not approved, the applicant will be notified in writing with reasons for disapproval.
3. Once the Agreement is received by your office, forward the signed agreements (3 copies with original signatures) to JLL.
4. The final agreements with original signatures are presented to KCS for execution, provided insurance has been approved.
5. Once the Agreement is executed, one (1) original will be returned for your files.

Process Time:

Every effort will be made to complete this process in a timely manner.

Contractor Requirements:

1. Once the Agreement has been executed, the applicant must notify Sylvia Schmidt at least two (2) days in advance of the date Contractor wishes to use the KCS right-of-way.
2. Contractor shall require its employees and subContractors to be trained and certified in on-track safety in accordance with Federal Railroad Administration's Roadway Worker Protection regulations before entering Railroad's property.
3. Contractor agrees to notify the Sylvia Schmidt in writing when it has completed its work on Railroad property.
4. When Contractor is in the railroad right-of-way for whatever reason or has a potential to encroach upon the railroad right-of-way, a qualified railroad flagman is required. It will be Contractor's responsibility to coordinate in obtaining and paying for the flagman from any of the following railroad approved flagging companies:

Railroad Protective Services
Patsy Crisafi
904-273-8121 (Office)
904-813-9905 (Cell)
pjcrisafi@aol.com

Alternate Contact
David Schaffer
904-588-3433
drsshaffer@aol.com

RailPros, Inc.
Donna Beasley
318-938-2815, Ext. 3 (Office)
714-900-9270 (Cell)
866-762-7619 (Fax)
Donna.Beasley@railpros.com

General e-mail
flagging@railpros.com

Alternate Contact
Johnny Johnson
949-278-8637 (Cell)
johnny.johnson@railpros.com

JP Signal, Inc.
John Posey
903-834-6578 (Office)
903-520-8672 (Cell)
jpsignal@earthlink.net

Insurance Requirements:

Contractor shall provide, and shall require any subContractors employed by it in the performance of the work to provide, in addition to any other form of insurance or bond required by statute, insurance of the following kinds and amounts:

- Maintain comprehensive general liability, and contractual liability insurance with minimum limits of \$2,000,000 per occurrence, \$4,000,000 aggregate;
- Auto liability coverage in the amount of \$1,000,000 combined single limit;
- Provide or require minimum statutory worker's compensation coverage for all covered employees who are on KCS property;
- Railroad Protective Liability Insurance naming The Kansas City Southern Railway Company as insured - \$2,000,000 per occurrence, \$6,000,000 aggregate. To obtain this policy, please visit www.railroadprotectivesolutions.com;
- No policy will be canceled or materially altered without first giving KCS thirty (30) day's prior written notice;
- Commercial general liability policy will name The Kansas City Southern Railway Company as additional insured;
- Will contain a waiver of subrogation in favor of KCS;
- If subContractors are utilized in performance of the Agreement, the subContractors must meet the same insurance requirements.

Please Note: These limits are subject to change at any time without notice. An agreement will be provided to you, which contains details concerning insurance requirements.

Securing the specified permit 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.

THE KANSAS CITY SOUTHERN RAILWAY COMPANY
427 West 12th Street
Kansas City, Missouri 64105-1403



APPLICATION FOR
Right of Entry Permit

SUBMIT WITH NON-REFUNDABLE \$750.00 PROCESSING FEE PAYABLE TO
Jones Lang LaSalle Americas, Inc. - 3017 Lou Menk Drive, Suite 100 - Fort Worth, Texas 76131-2800
Attn.: Sylvia Schmidt - Phone: 817-230-2688 - Fax: 817-306-5521 - Email: sylvia.schmidt@am.jll.com

1. Application Date: _____

2. Applicant Information:

Name of applicant who will occupy the property: _____

State in which incorporated: _____ If not incorporated, please attach name(s) of owners or partners.

Mailing address of applicant: _____

City, State, Zip Code: _____

Contact Person: _____ Phone #: _____

Fax #: _____ Cell #: _____ Email: _____

3. Scope of Work:

Area to occupy: _____ feet by _____ feet

Time Period: From _____ (MM/DD/YY) to _____ (MM/DD/YY)

Total cost of project: \$ _____

Purpose of occupancy (be specific): _____

Type of work to be done (be specific): _____

4. Location:

If crossing, relation to centerline of Railroad tracks at Railroad Mile Post _____ plus _____ feet

If parallel, beginning Railroad Mile Post _____ plus _____ feet,

ending Railroad Mile Post _____ plus _____ feet

If spur, distance from point of switch _____ feet

THE KANSAS CITY SOUTHERN RAILWAY COMPANY
427 West 12th Street
Kansas City, Missouri 64105-1403



In or near _____ (name of nearest City, Town or Village on Railroad),
_____ (State), in _____ (Parish/County)

Location of proposed occupancy: _____ ¼ Section: _____ Township: _____ Range: _____

Distance from inside face of back wall on nearest Railroad Bridge: _____ Bridge #: _____

Distance from centerline of DOT-AAR #: _____ Name: _____ DOT #: _____

Is the work to be performed within twenty-five feet (25') from the track? Yes No

Percentage of project done within twenty-five feet (25') of the track: _____%

Will a crossing be required? Yes No If yes, at what Mile Post location? _____ plus ___ feet

Was this service requested by the KCS? Yes No

If yes, who requested? _____ Requester Phone #: _____

We submit for your approval the following specifications for a Right of Entry Permit. We propose to enter The Kansas City Southern Railway Company ("KCS")/Texas Mexican Railway Company ("Tex-Mex")/Gateway Eastern Railroad ("GWER") Right-of-Way, as described above and as shown on attached drawing.

By submitting this application, I/we understand that KCS/Tex-Mex/GWER is under no obligation to grant this request and that KCS/Tex-Mex/GWER may deny this request for any reason, including but not limited to safety and Engineering considerations and operating convenience.

Attached to the sheet is a location plan and detailed sketch. Shown on the sketch are exact dimensions of the project area and distances to the centerline of the nearest railroad track and road crossing, bridge or other railroad structure.

I/we understand that submission of this application does not authorize occupancy of the property. Exact fees, insurance requirements and appropriate agreement document will be forwarded after the application has been reviewed and approved by the Railroad.

Signature: _____

Date: _____

Print Name: _____

Title: _____

If you need further assistance, please contact Sylvia Schmidt at sylvia.schmidt@am.jll.com or 817-230-2688.

**BUILDING REMOVAL - CASE I (NON-FRIABLE AND FRIABLE ASBESTOS ABATEMENT)
(BDE)**

Effective: September 1, 1990

Revised: April 1, 2010

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

<u>Bldg. No.</u>	<u>Parcel No.</u>	<u>Location</u>	<u>Description</u>
#1	8826201	101 St. Louis, Illinois	Commercial Prop.

Discontinuance of Utilities: The Contractor shall arrange for the discontinuance of all utility services and the removal of the metering devices 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
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. 1", and "Removal and Disposal of Non-Friable Asbestos Building No. 1" 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. 1
2. REMOVAL AND DISPOSAL OF FRIABLE ASBESTOS, BUILDING NO. 1
3. REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 1

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. 1" and "Removal and Disposal of Non-Friable Asbestos, Building No. 1", and as outlined herein.

Sketches indicating the location of Asbestos Containing Material (ACM) are included in the proposal on pages 25 thru 31. Also refer to the Materials Description Table on pages 23 & 24 for a brief description and location of the various materials. Also included is a Materials Quantities Table on pages 23 & 24. 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 63, 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 ten days prior to commencement of any asbestos removal or demolition activity. Separate notices shall be sent for the asbestos removal work and the building demolition if they are done as separate operations.

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

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

Submittals:

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

Regardless of the option chosen by the Contractor, this pay item will not be deleted, nor will the pay item BUILDING REMOVAL NO. 1 be deleted.

CASE I APPENDIX

SECTION 1
1.1 Survey Summary Sheet

SITE INFORMATION:

FAP Route:	<u>698</u>	Address:	<u>101 St. Claire Avenue</u>
County:	<u>St. Clair</u>	Address:	
IDOT Job No:	<u>R-98-026-08</u>	City, State Zip	<u>East St. Louis, Illinois</u>
Section:	<u>82-1-2 HB</u>	Property Type:	<u>Commercial Property</u>
Parcel No:	<u>8826201</u>	Construction Date:	<u>ca. 1970</u>
IDOT Work Order No:	<u>345</u>	Building Size (sqft):	<u>36,500 sqft</u>

Asbestos Containing Materials	
Survey Date	<u>March 3-4, 2010</u>
By Whom:	<u>PSI, Inc.</u> Firm <u>Thomas Novatka</u> Inspector <u>100-08002</u> IDPH License No.
Results	
Number of Material Types Sampled:	<u>31</u>
Number of Samples Collected:	<u>95</u>
Number of Materials Testing Positive:	<u>12</u>
Was Friable ACM Found?	<u>Yes</u>
Were Roofing Materials Sampled?	<u>Yes</u>
Are There Unique State or Local Requirements?	<u>Yes</u>
Laboratory Utilized:	
Name:	<u>PSI, Inc.</u>
Address:	<u>850 Poplar Street</u> <u>Pittsburgh, PA 15220</u>
Building Access Limitations:	
<u>None</u>	

SECTION 1
 1.2 Survey Summary & Results

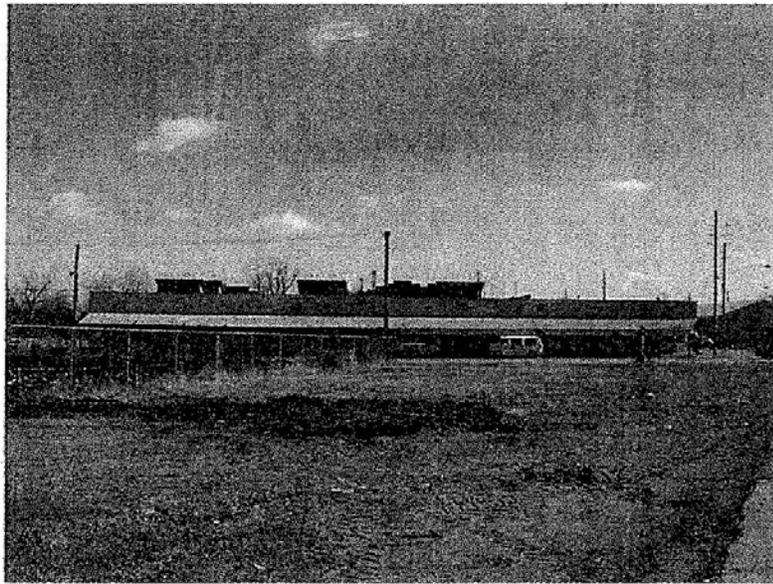
ACM SURVEY RESULTS - Parcel No. 8826201
Commercial Property
101 St. Clair Avenue
East St. Louis, Illinois 62201

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

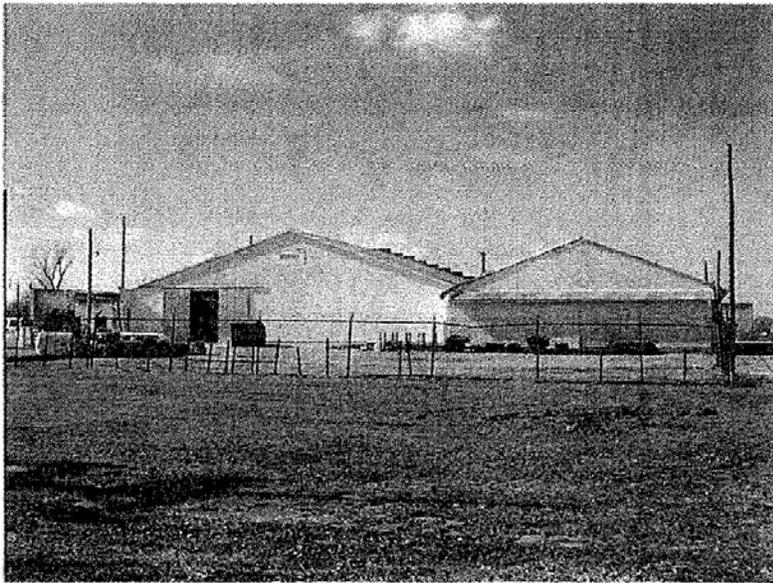
MTL #	MATERIAL DESCRIPTION	LOCATION	F/NF ¹	COND. ²	% ACM ³	# SAMPLES	QUANTITY (ENG/MET)
01	Multilayer roofing (6 layers)	Original building roof; sections 1 and 2	NF	Good	ND/ND/ND ND/ND/ND	3	22,000 sf 2,043.9 sm
02	Black flashing (2 layers)	Original building roof; sections 1 and 2	NF	Good	ND/5%	3	1,100 lf 335.3 lm
03	Black sealant	Original building roof; sections 1 and 2	NF	Good	5%	3	600 sf 55.7 sm
04	Asphalt shingles	Section 2; skylight wall covering roof	NF	Good	ND	3	600 sf 55.7 sm
05	Multilayer roofing (3 layers, 1 silver paint, 3 layers)	Section 4 center roof	NF	Good	ND/ND/ND 2%/ND/ND ND/ND	3	1,650 sf 144 sm
06	Black sealant	Section 4 roof	NF	Good	3%	3	220 sf 20.4 sm
07	Multilayer roofing (2 layers)	Section 3 roof	NF	Good	ND/ND	3	2,250 sf 209 sm
08	Black flashing (2 layers)	Section 3 roof	NF	Good	ND/ND	3	300 lf 91.4 lm
09	Black sealant	Section 3 roof	NF	Good	ND	3	200 sf 18.6 sm
10	Roof patch material	Sections 1 and 3 roof	NF	Good	ND	3	350 sf 32.5 sm
11	12" x 12" plain white splined ceiling tile	Retail 1	F	Good	ND	3	5,720 sf 531.4 sm
12	Spiral pipe wrap	Retail 1; unit heaters	F	Good	ND	3	60 lf 18.3 lm
13	White w/green diamond-patterned vinyl sheet flooring	Retail 1; checkout counter	NF	Good	ND/ND	3	130 sf 12.1 sm
14	4" corrugated pipe insulation	Retail 1	F	Good	35%	3	126 lf 38.1 lm
15	Elbow insulation on 4" corrugated pipe insulation	Retail 1	F	Good	60%	3	6 lf 1.8 lm
16	Drywall	Restrooms	F	Good	ND	3	500 sf 46.5 sm
17	12" x 12" white w/ irregular patterned splined ceiling tile	Retail 2; stockroom replacements	F	Good	ND	3	4,600 sf 427.3 sm
18	Backing board	Retail 2, above group 17	NF	Good	ND	3	4,500 sf 418.1 sm
19	Drywall/ joint compound	Retail 2, north side	F	Good	ND/ND	3	450 sf 41.8 sm
20	Drywall/ joint compound	Laundry, living space	F	Good	ND/ND	3	3,000 sf 278.7 sm
21	Wrapped paper pipe insulation	Sump room	F	Good	10%	3	5 lf 1.5 sm
22	Large corrugated pipe insulation	Retail 1, lunchroom, stockroom, boiler room	F	Good	50%	3	130 lf 39.6 lm
23	Elbow insulation on corrugated pipe insulation	Retail 1, lunchroom, stockroom, boiler room	F	Good	30%	3	30 lf 9.1 lm

MTL #	MATERIAL DESCRIPTION	LOCATION	F/NF ¹	COND. ²	% ACM ³	# SAMPLES	QUANTITY (ENG/MET)
24	Boiler Insulation	Boiler Jacking penetrations	F	Good	30%	3	20 sf 1.9 sm
25	Gasket material (large)	Boiler ends	NF	Good	100%	3	2 lf 0.6 lm
26	Gasket material (small)	Boiler ends	NF	Good	100%	3	1 lf 0.3 lm
27	12" x 12" white w/ regular hole patterned ceiling tile	Stockroom, locker room	F	Good	ND	3	1,560 sf 144.9 sm
28	Drywall panel	Stockroom, locker room; backing for group 27	F	Good	ND	3	1,560 sf 144.9 sm
29	Brown ceiling tile mastic	Lunchroom, stockroom	NF	Good	ND	3	1,560 sf 144.9 sm
30	Layered plaster	Lunchroom, stockroom	F	Good	ND/ND	5	1,670 sf 155.1 sm
31	Vermiculite insulation	Laundry ceiling; above ceiling	F	Good	ND	3	850 sf 79.0 sm
TOTAL QUANTITY OF ACM							2,390 sf 1,399 lf
ESTIMATED ABATEMENT COST							

- ¹ F = Friable; NF = Nonfriable Friability is further defined in section 4.
² Cond. = Condition Of Materials Either good, fair or poor.
³ ND = None Detected
 * Point Count Analysis



North Face/ Roof



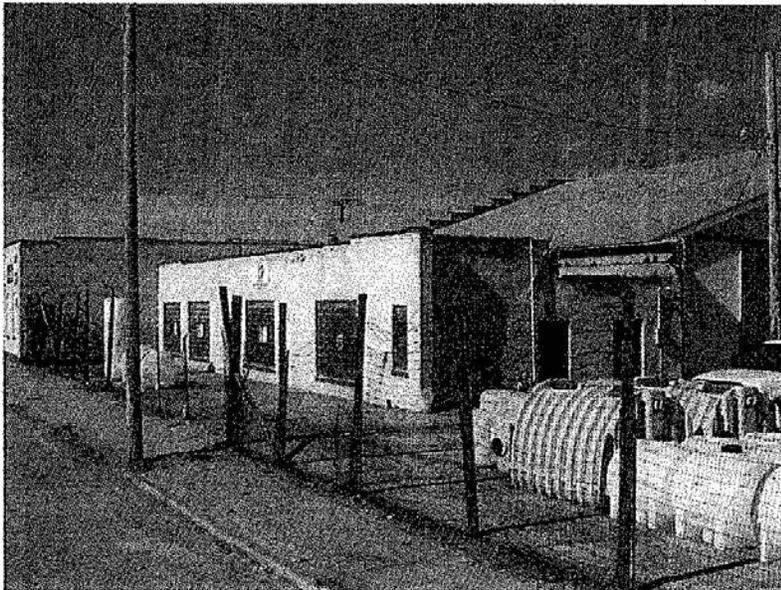
South Face

101 St. Clair Avenue
St. Clair County
East St. Louis, Illinois

Parcel No.	8826201
Work Order No.	345
PSI Project No.	0047162



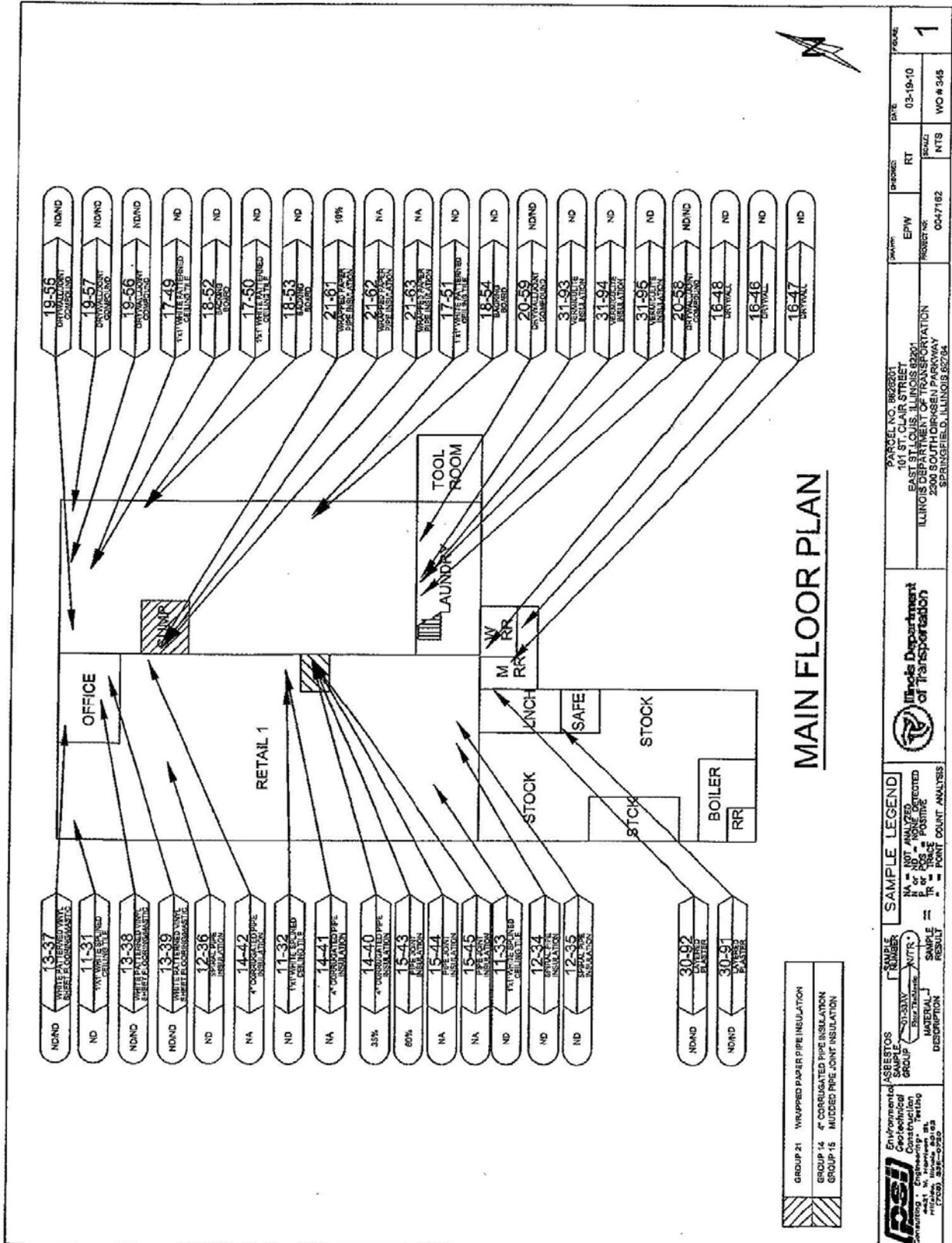
East Face/ Roof

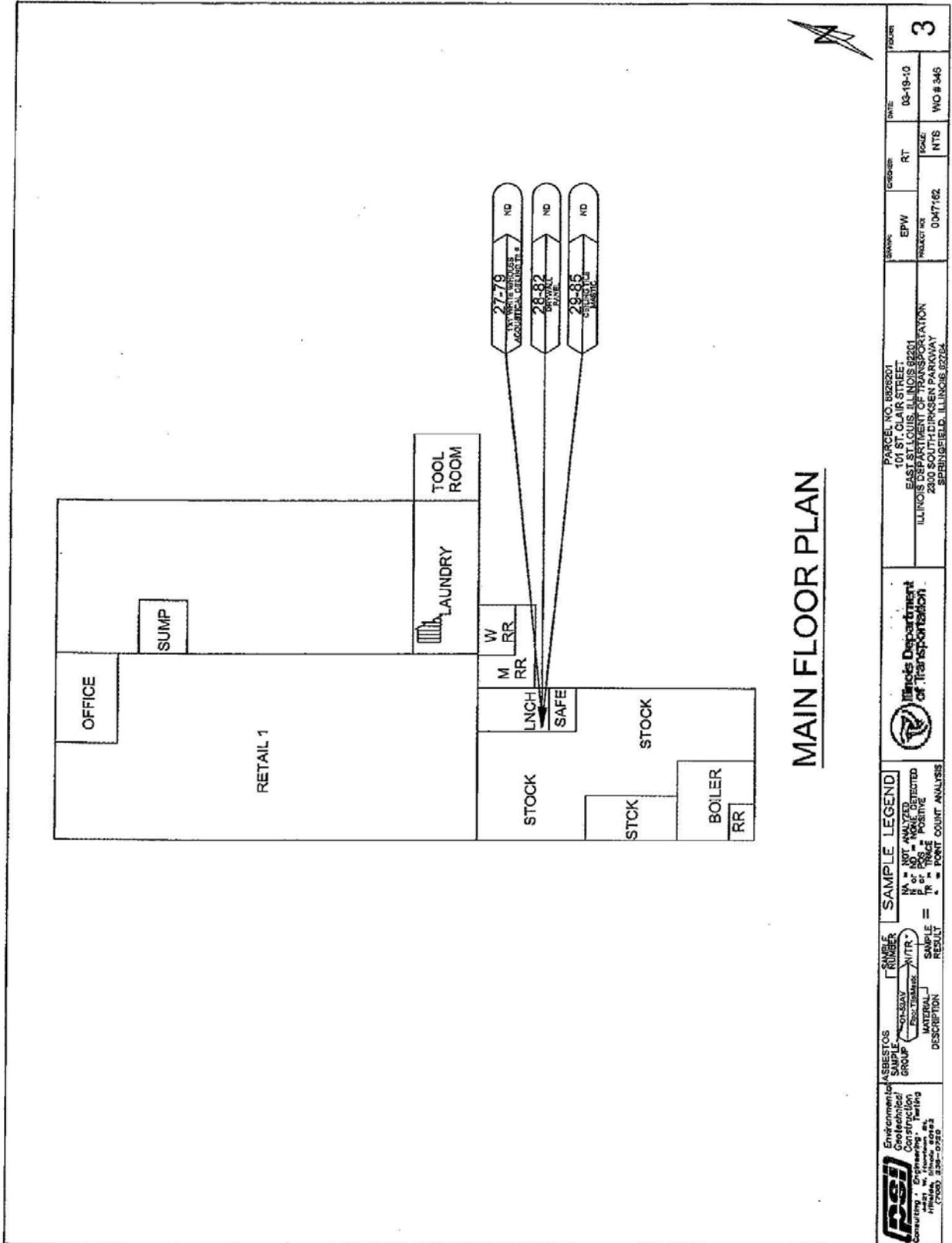


West Face/ Roof

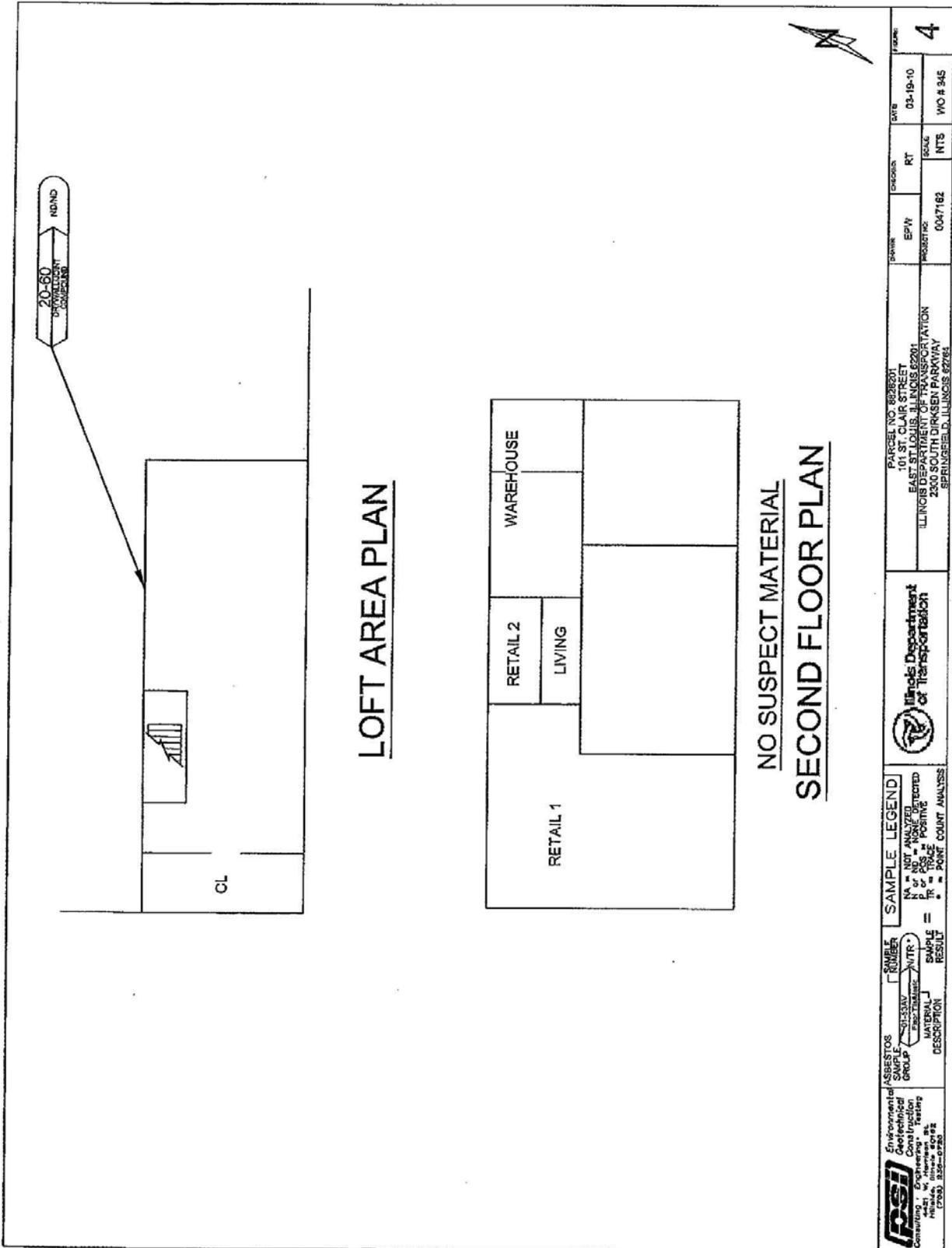
101 St. Clair Avenue
St. Clair County
East St. Louis, Illinois

Parcel No.	8826201
Work Order No.	345
PSI Project No.	0047162





Environmental Geotechnical Construction Consulting • Engineering • Testing Illinois, Indiana, Ohio (708) 836-0722	ASBESTOS SAMPLE GROUP	NON-SAV (SCHEMATIC) MATERIAL DESCRIPTION	SAMPLE NUMBER (N/RR)	SAMPLE RESULT	SAMPLE LEGEND N = NOT ANALYZED P = P TR = TRACE POS = POSITIVE * = POINT COUNT ANALYSIS	Illinois Department of Transportation	PARCEL NO. 0829201 101 ST. CLAIR STREET EAST ST. LOUIS, ILLINOIS 62201 ILLINOIS DEPARTMENT OF TRANSPORTATION 2300 SOUTH DIRKSEN PARKWAY SPRINGFIELD, ILLINOIS 62764	BANKS EPW PROJECT NO. 0047162	CONTRACTOR RT SCALE NTS	DATE 03-19-10 NO. # 345	FIGURE 3
	27-79 ACQUITTAL SERVICE 28-82 BRIVALL 29-85 BRIVALL										



LOFT AREA PLAN

NO SUSPECT MATERIAL
SECOND FLOOR PLAN

Environmental Geotechnical Construction 1400 E. Jefferson St. Springfield, IL 62762 (733) 335-0700	ASBESTOS SAMPLE GROUP (NTR)	SAMPLE LEGEND N = NOT ANALYZED N or P = NO or POSITIVE P = POINT COUNT ANALYSIS	Illinois Department of Transportation	PARCEL NO. 822601 101 ST. CLAIR STREET EAST ST. LOUIS, ILLINOIS 62201 ILLINOIS DEPARTMENT OF TRANSPORTATION 2300 SOUTH DIRKSEN PARKWAY SPRINGFIELD, ILLINOIS 62761	DRAWER EPN	CHECKS RT	DATE 03-19-10	FIGURE 4
				PROJECT NO. 0047162	SCALE NTS	WO # 945		

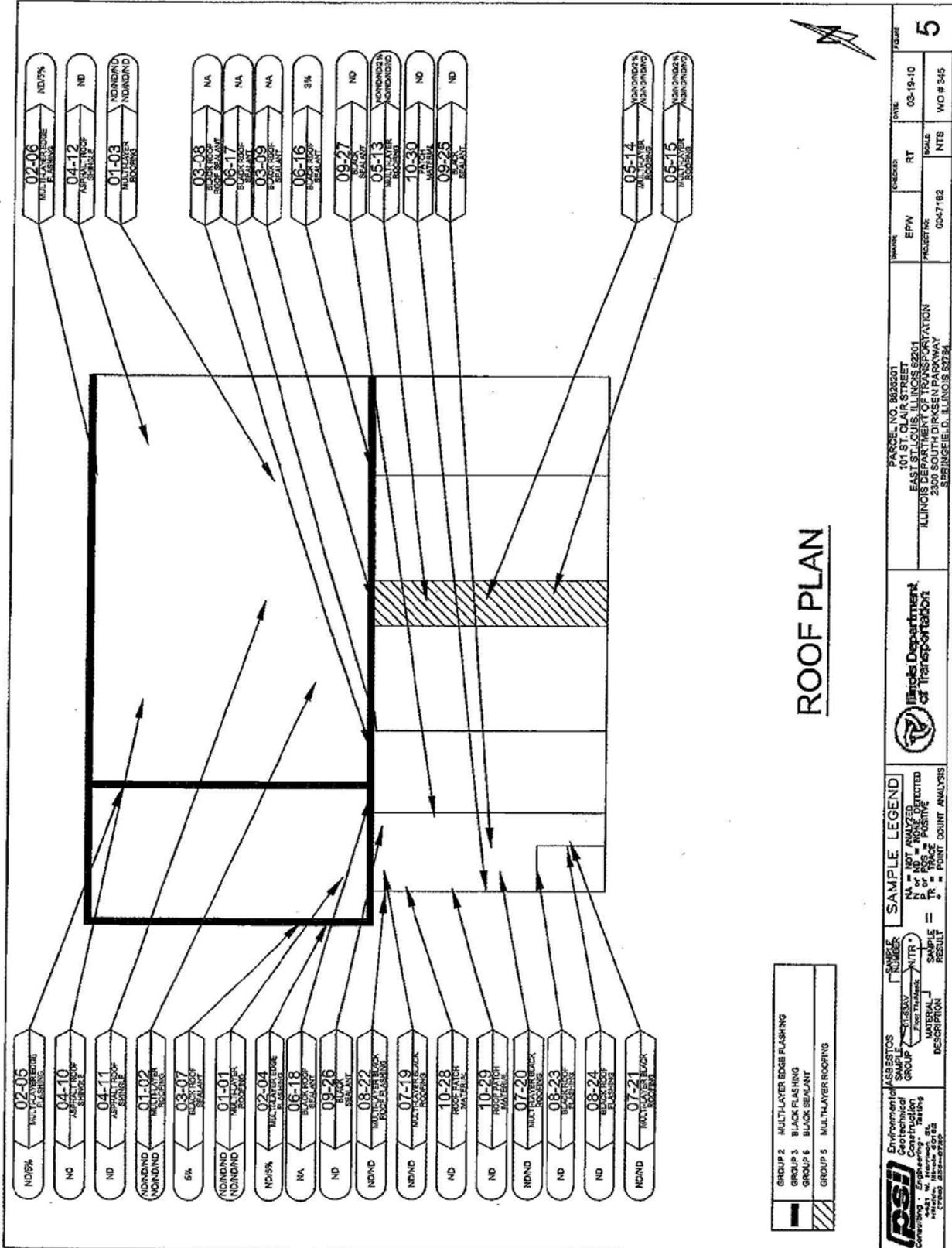


FIGURE 5

PARCEL NO. 8025001
 101 ST. CLAIR STREET
 EAST ST. LOUIS, ILLINOIS 62201
 ILLINOIS DEPARTMENT OF TRANSPORTATION
 2300 SOUTH DIRIBEN PARKWAY
 SPRINGFIELD, ILLINOIS 62761

Illinois Department of Transportation

SAMPLE LEGEND

N = NOT ANALYZED
 ND = NOT DETECTED
 P = POSITIVE
 % = POINT COUNT ANALYSIS

ASBESTOS SAMPLE NUMBER
 GROUP DESCRIPTION RESULT

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

Effective: September 1, 1990

Revised: April 1, 2010

BUILDING REMOVAL: This work shall consist of the removal and disposal of 7 building(s), together with all foundations, retaining walls, and piers, down to a plane 1 ft (300 mm) below the ultimate or existing grade in the area and also all incidental and collateral work necessary to complete the removal of the building(s) in a manner approved by the Engineer. Any holes, such as basements, shall be filled with a suitable granular material. The building(s) are identified as follows:

<u>Bldg. No.</u>	<u>Parcel No.</u>	<u>Location</u>	<u>Description</u>
#2	8826279	901 Baugh Ave.	Commercial Property
#3	8826207	204 Baugh Ave.	Single Family Residence
#4	8826207	204 Baugh Ave.	Single Family Residence
#5	8826207	204 Baugh Ave.	Single Family Residence
#7	8826207	204 Baugh Ave.	Single Family Residence
#8	8826207	204 Baugh Ave.	Single Family Residence
#9	8826208	204 Baugh Ave	Single Family Residence

Discontinuance of Utilities: The Contractor shall arrange for the discontinuance of all utility services and the removal of the metering devices 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
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).

The Contractor has the option of removing the non-friable asbestos prior to demolition or demolishing the building(s) with the non-friable asbestos in place. Refer to the Special Provisions titled "Asbestos Abatement (General Conditions)" and "Removal and Disposal of Non-Friable Asbestos Building No. 2,3,4,5,7,8, and 9" contained herein.

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

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

1. BUILDING REMOVAL NO. 2,3,4,5,7,8, and 9
2. REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 2,3,4,5,7,8, and 9

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

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

ASBESTOS ABATEMENT (GENERAL CONDITIONS): This work consists of the removal and disposal of non-friable asbestos from the building(s) to be demolished. All work shall be done according to the requirements of the U.S. Environmental Protection Agency (USEPA), the Illinois Environmental Protection Agency (IEPA), the Occupational Safety and Health Administration (OSHA), the Special Provision for "Removal and Disposal of Non-Friable Asbestos, Building No. 2,3,4,5,7,8, and 9," and as outlined herein.

Sketches indicating the location of Asbestos Containing Material (ACM) are included in the proposal on pages 38 thru 60. Also refer to the Materials Description Table on page 38 - 60 for a brief description and location of the various materials. Also included is a Materials Quantities Table on pages 38 - 60. This table states the ACM is non-friable and gives the approximate quantity. The quantities are given only for information and it shall be the Contractor's responsibility to determine the exact quantities prior to submitting his/her bid.

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

The Contractor shall provide a shipping manifest, similar to the one shown on page **63**, to the Engineer for the disposal of all ACM wastes.

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

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

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

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

Submittals:

- A. All submittals and notices shall be made to the Engineer except where otherwise specified herein.
- B. Submittals that shall be made prior to start of work:
 - 1. Submittals required under Asbestos Abatement Experience.
 - 2. Submit documentation indicating that all employees have had medical examinations and instruction on the hazards of asbestos exposure, on use and fitting of respirators, on protective dress, on use of showers, on entry and exit from work areas, and on all aspects of work procedures and protective measures as specified in Worker Protection Procedures.
 - 3. Submit manufacturer's certification stating that vacuums, ventilation equipment, and other equipment required to contain airborne fibers conform to ANSI 29.2.
 - 4. Submit to the Engineer the brand name, manufacturer, and specification of all sealants or surfactants to be used. Testing under existing conditions will be required at the direction of the Engineer.

5. Submit proof that all required permits, site locations, and arrangements for transport and disposal of asbestos-containing or asbestos-contaminated materials, supplies, and the like have been obtained (i.e., a letter of authorization to utilize designated landfill).
6. Submit a list of penalties, including liquidated damages, incurred through non-compliance with asbestos abatement project specifications.
7. Submit a detailed plan of the procedures proposed for use in complying with the requirements of this specification. Include in the plan the location and layout of decontamination units, the sequencing of work, the respiratory protection plan to be used during this work, a site safety plan, a disposal plan including the location of an approved disposal site, and a detailed description of the methods to be used to control pollution. The plan shall be submitted to the Engineer prior to the start of work.
8. Submit proof of written notification and compliance with the "Notifications" paragraph.

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

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

Certificate of Insurance:

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

Asbestos Abatement Experience:

- A. Company Experience. Prior to starting work, the Contractor shall supply evidence that he/she has been prequalified with the Illinois Capital Development Board and that he/she has been included on the Illinois Department of Public Health's list of approved Contractors.

B. Personnel Experience:

1. For Superintendent, the Contractor shall supply:
 - a. Evidence of knowledge of applicable regulations in safety and environmental protection is required as well as training in asbestos abatement as evidenced by the successful completion of a training course in supervision of asbestos abatement as specified in 40 CFR 763, Subpart E, Appendix C, EPA Model Contractor Accreditation Plan. A copy of the certificate of successful completion shall be provided to the Engineer prior to the start of work.
 - b. Documentation of experience with abatement work in a supervisory position as evidenced through supervising at least two asbestos abatement projects; provide names, contact, phone number, and locations of two projects in which the individual(s) has worked in a supervisory capacity.
2. For workers involved in the removal of asbestos, the Contractor shall provide training as evidenced by the participation and successful completion of an accredited training course for asbestos abatement workers as specified in 40 CFR 763, Subpart E, Appendix C, EPA Model Contractor Accreditation Plan. A copy of the certificate of successful completion shall be provided to all employees who will be working on this project.

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

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

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

D. Air Monitoring Professional

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

REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 2,3,4,5,7,8, and 9: The Contractor has the option of removing and disposing of the non-friable asbestos prior to demolition of the building(s) or demolishing the building(s) with the non-friable asbestos in place.

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

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

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

This work will be paid for at the contract unit price per lump sum for REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 2,3,4,5,7,8, and 9, as shown.

The cost for this work shall be determined as follows:

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

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

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

Regardless of the option chosen by the Contractor, this pay item will not be deleted, nor will the pay item BUILDING REMOVAL NO. 2,3,4,5,7,8, and 9 be deleted.

CASE II APPENDIX

SECTION 1
 1.1 Survey Summary Sheet

SITE INFORMATION:

FAP Route:	<u>998</u>	Address:	<u>901 Baugh Ave.</u>
County:	<u>St. Clair</u>	Address:	
IDOT Job No:	<u>R-98-026-08</u>	City, State Zip	<u>East St. Louis, IL 62071</u>
Section:	<u>82-1-3-HB</u>	Property Type:	<u>Commercial Property</u>
Parcel No:	<u>8826279</u>	Construction Date:	<u>Unknown</u>
IDOT Work Order No:	<u>334</u>	Building Size (sqft):	<u>6,400 sqft</u>

Asbestos Containing Materials	
Survey Date	<u>December 1, 2009</u>
By Whom:	<u>PSI, Inc.</u> Firm <u>Thomas Novatka</u> Inspector <u>100-08002</u> IDPH License No. <u>Roger Bancroft</u> <u>100-06262</u>
Results	
Number of Material Types Sampled:	<u>16</u>
Number of Samples Collected:	<u>48</u>
Number of Materials Testing Positive:	<u>3</u>
Was Friable ACM Found?	<u>No</u>
Were Roofing Materials Sampled?	<u>Yes</u>
Are There Unique State or Local Requirements?	<u>Yes</u>
Laboratory Utilized:	
Name:	<u>PSI, Inc.</u>
Address:	<u>850 Poplar Street</u> <u>Pittsburgh, PA 15220</u>
Building Access Limitations:	
<u>None</u>	

SECTION 1
1.2 Survey Summary & Results

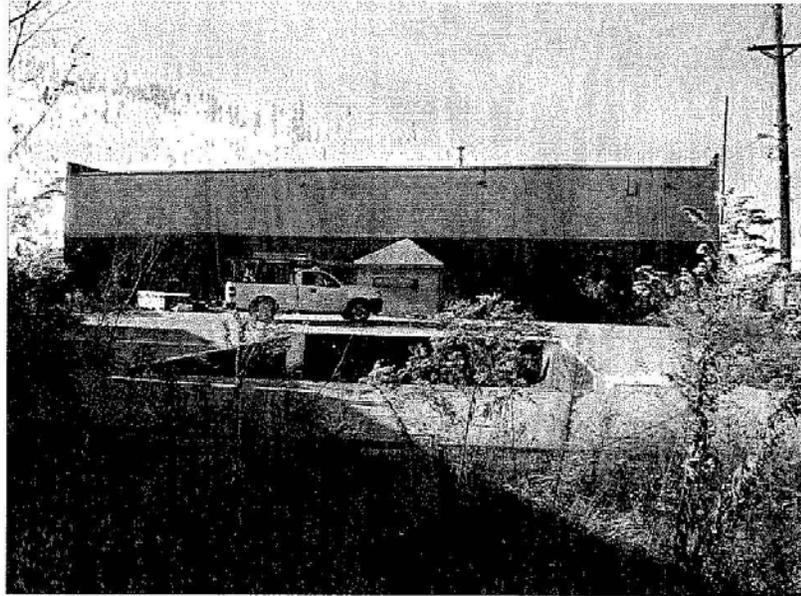
ACM SURVEY RESULTS - Parcel No. 8826219
Commercial Property
1104 North 7th Street
East St. Louis, Illinois 62201

} R-0

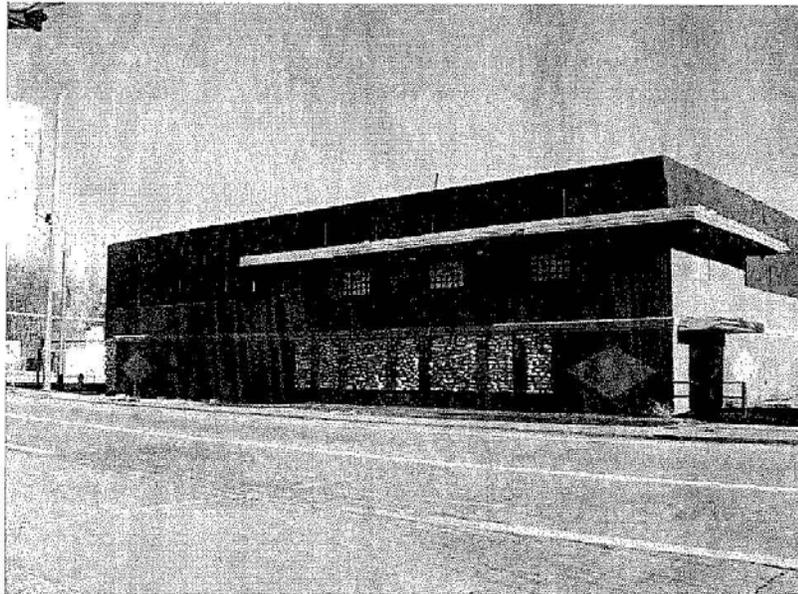
The following homogeneous building material types were sampled as part of this survey and their results are summarized in the table below:

MTL #	MATERIAL DESCRIPTION	LOCATION	F/NF ¹	COND. ²	% ACM ³	# SAMPLES	QUANTITY (ENG/MET)
1	Black carpet mastic	First floor	NF	Fair	ND	3	54 sf 5 sm
2	Black vinyl basecover/ cream mastic	First floor	NF	Fair	ND/ND	3	90 sf 8.4 sm
3	Popcorn ceiling	First floor bathroom	F	Fair	ND	3	450 sf 41.8 sm
4	Gray vinyl basecover/ beige mastic	Bathrooms	NF	Fair	ND/ND	3	900 sf 83.6 sm
5	Drywall/ tape/ joint compound	First floor	F	Fair	ND/ND/ND	3	36 sf 11 sm
6	Black vinyl floor tile/ yellow mastic/ black backing	Second floor; SE corner	NF	Fair	ND/ND/ND	3	170 sf 15.8 sm
7	Multilayer plaster	Mezzanine walls	F	Fair	ND/ND ND/ND	3	180 sf 16.7 sm
8	White sheetrock	Mezzanine walls	F	Fair	ND	3	300 sf 27.9 sm
9	Black roofing	Roof	NF	Fair	3%	3	50 sf 4.6 sm
10	Transite panel/ black backing	Mezzanine (under fiberboard sheathing)	NF	Fair	25% transite ND backing	3	100 lf 30.5 lm
11	Black felt sheathing	Roof	F	Fair	ND	3	850 sf 79 sm
12	Black sealant	Roof	NF	Fair	ND	3	115 lf 35.1 lm
13	Asphalt sheathing	Mezzanine; north side	NF	Fair	ND	3	50 sf 4.6 sm
14	Sheetrock panels	Second floor	F	Fair	ND	3	1,100 sf 102.2 sm
15	Black sealant	Mezzanine; north side	NF	Fair	5%	3	80 sf 7.4 sm
16	Textured wall material/ drywall/ joint compound	Mezzanine; east room	NF	Fair	ND/ND/ND	3	745 sf 69.2 sm
TOTAL QUANTITY OF ACM							130 sf 100 lf
ESTIMATED ABATEMENT COST							

¹ F = Friable; NF = Nonfriable Friability is further defined in section 4.
² Cond. = Condition Of Materials Either good, fair or poor.
³ ND = None Detected
 * Point Count Analysis



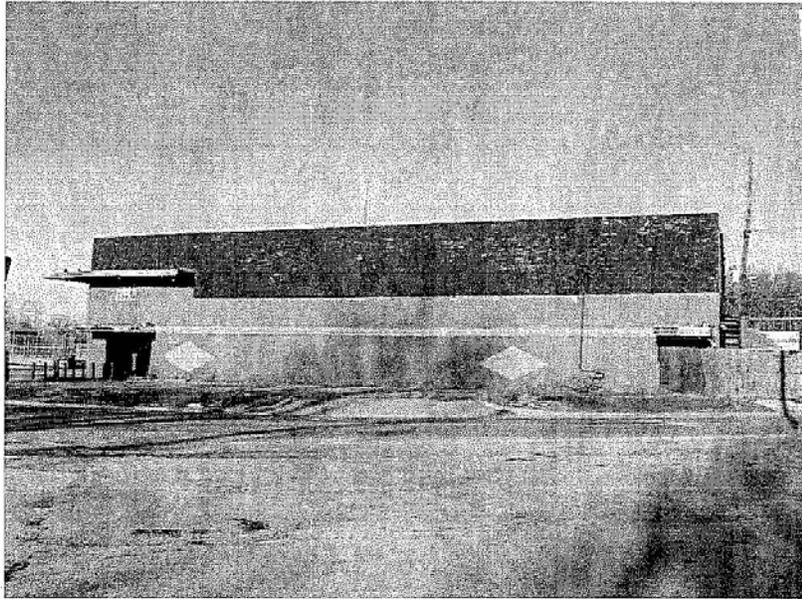
North Face



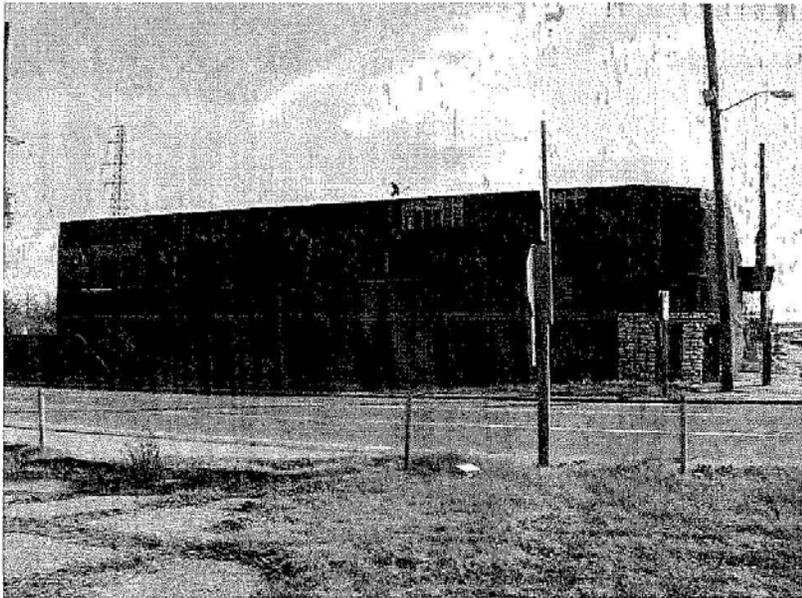
South Face

901 Baugh Avenue
St. Clair County
East St. Louis, Illinois

Parcel No.	8826279
Work Order No.	334
PSI Project No.	0047162



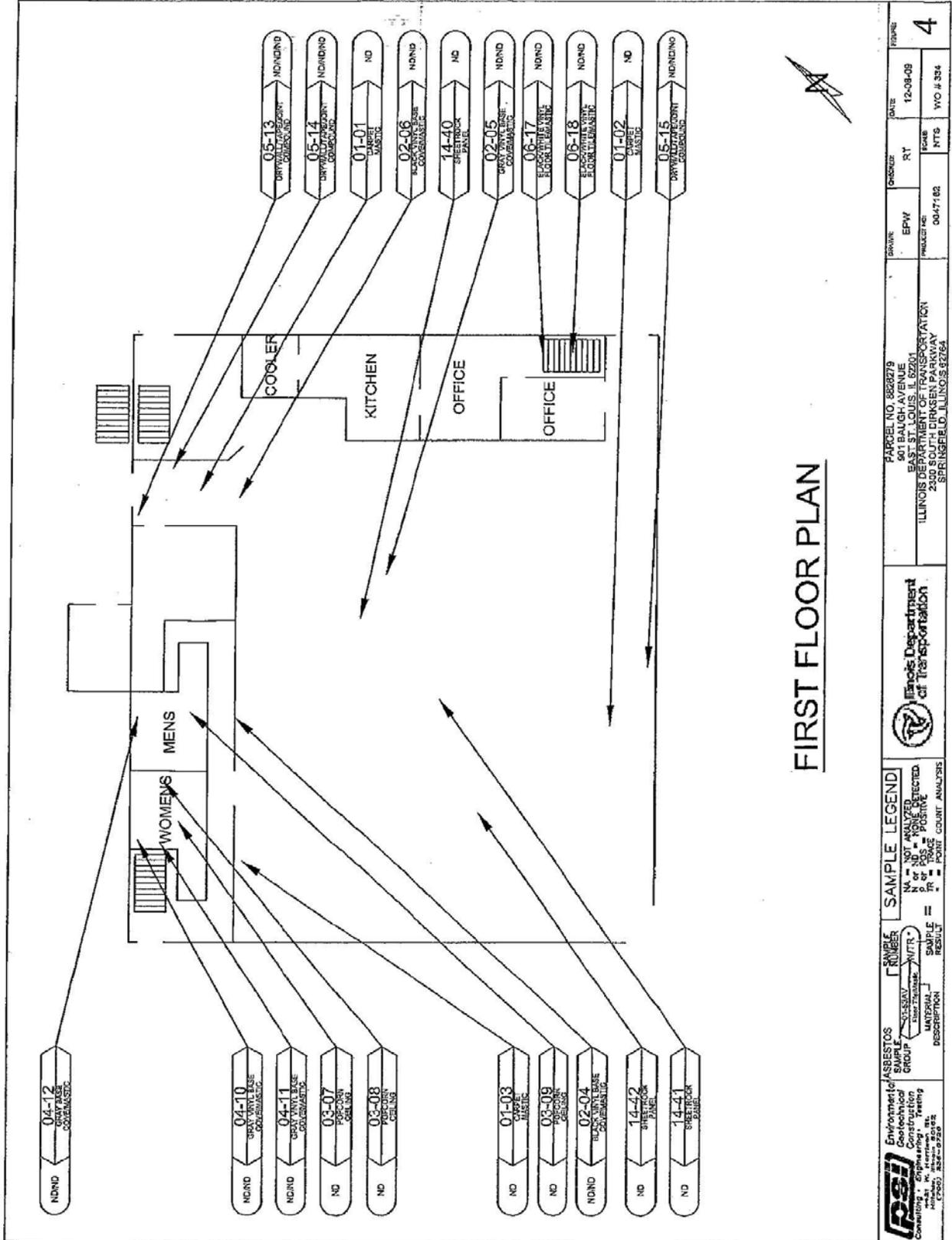
East Face

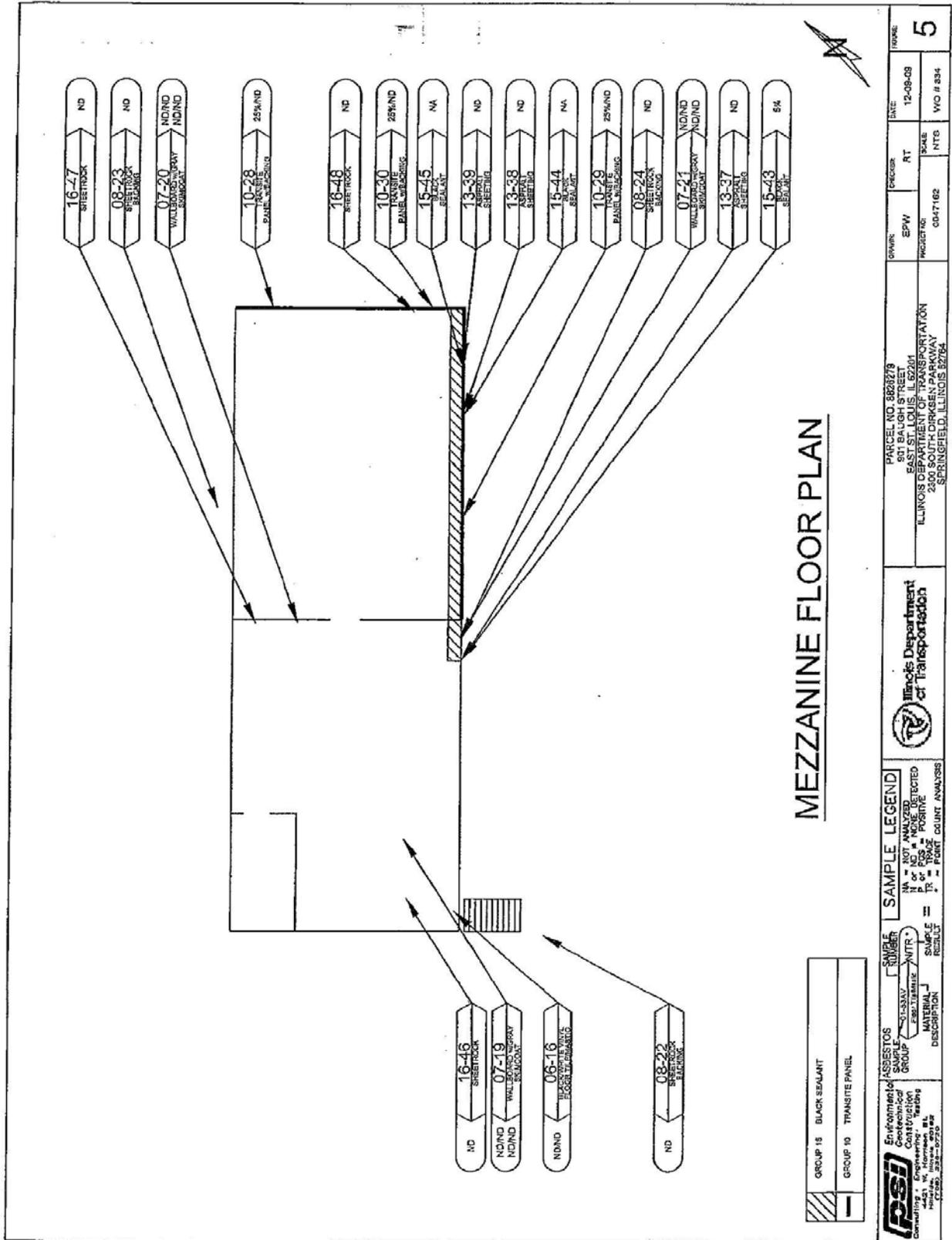


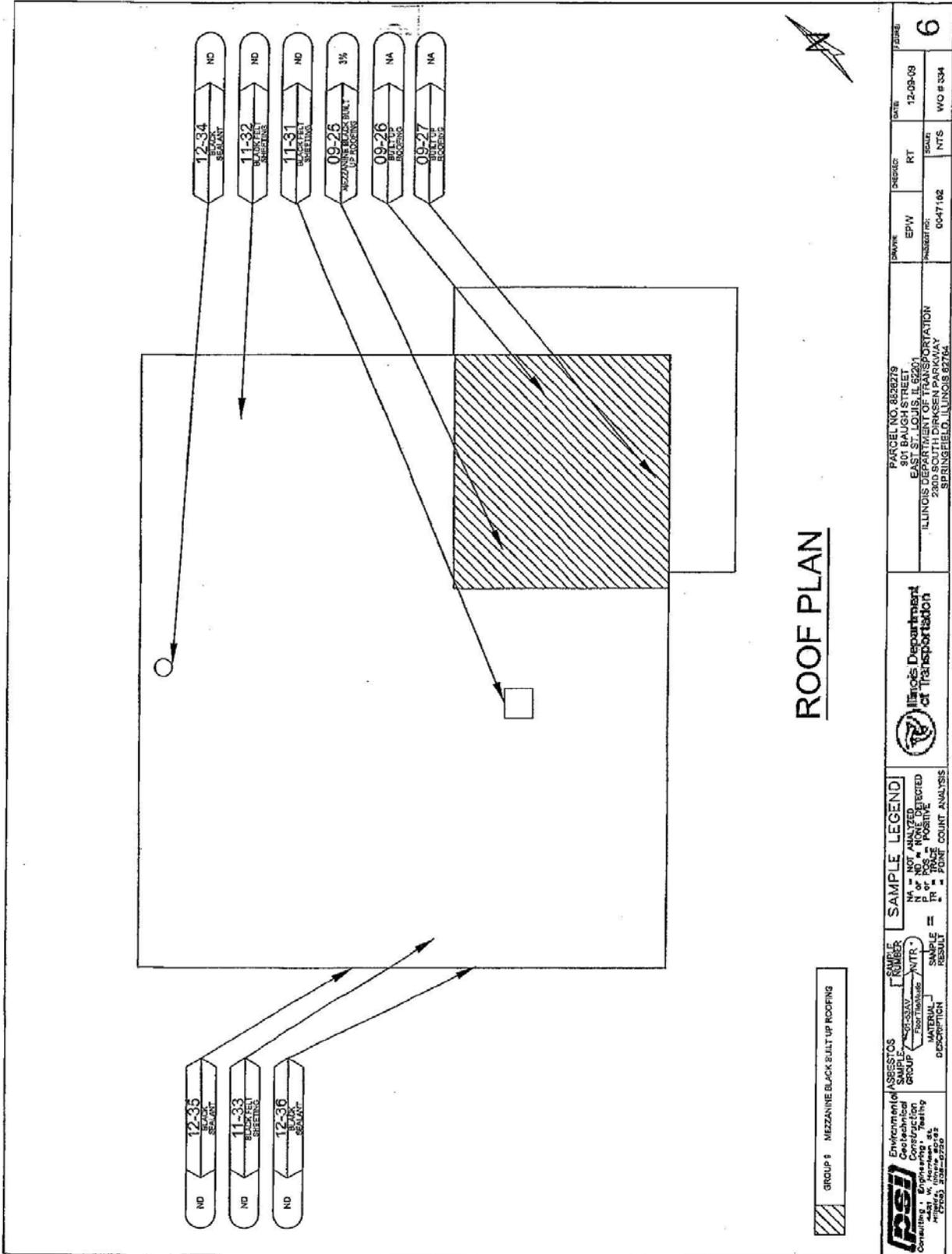
West Face

901 Baugh Avenue
St. Clair County
East St. Louis, Illinois

Parcel No.	8826279
Work Order No.	334
PSI Project No.	0047162







 PSI Environmental Consulting, Engineering & Construction 1000 S. Wacker Drive, Suite 2000 Chicago, IL 60606 Phone: 312.287.2222	Illinois Department of Transportation 	PARCEL NO. 0809219 901 BALUGH STREET EAST ST. LOUIS, IL 62201 ILLINOIS DEPARTMENT OF TRANSPORTATION 2800 SOUTH DIRKSEN PARKWAY SPRINGFIELD, ILLINOIS 62764	DRAWN: EPW PROJECT NO.: 00-47102	SHEET: RT DATE: 12-09-08	SCALE: NTS JOB # 534
	SAMPLE LEGEND NA = NOT ANALYZED P or F = POSITIVE R = PUMP COUNT ANALYSIS = = = SAMPLE RESULT MATERIAL DESCRIPTION (INTR.) (CONCRETE) (ASBESTOS) (GROUP)	6 SHEET			

DRAFT

SECTION 1
1.1 Survey Summary Sheet

SITE INFORMATION:

FAP Route:	<u>998</u>	Address:	<u>204 Baugh Avenue</u>
County:	<u>St. Clair</u>	Address:	<u>Building 1</u>
IDOT Job No:	<u>R-98-026-08</u>	City, State Zip	<u>East St. Louis, Illinois</u>
Section:	<u>82-1-R (B)</u>	Property Type:	<u>62201</u>
Parcel No:	<u>8826207</u>	Construction Date:	<u>Single Family Residence</u>
IDOT Work Order No:	<u>354</u>	Building Size (sqft):	<u>NA</u>
			<u>1,080 SF</u>

Asbestos Containing Materials	
Survey Date	<u>April 13, 2010</u>
By Whom:	<u>PSI, Inc.</u> Firm
	<u>Thomas Novatka</u> Inspector
	<u>100-08002</u> IDPH License No.
	<u>Edward Wagner</u> Inspector
	<u>100-01778</u> IDPH License No.
Results	
Number of Material Types Sampled:	<u>12</u>
Number of Samples Collected:	<u>36</u>
Number of Materials Testing Positive:	<u>5</u>
Was Friable ACM Found?	<u>No</u>
Were Roofing Materials Sampled?	<u>Yes</u>
Are There Unique State or Local Requirements?	<u>Yes</u>
Laboratory Utilized:	
Name:	<u>PSI, Inc.</u>
Address:	<u>850 Poplar Street</u>
	<u>Pittsburgh, PA 15220</u>
Building Access Limitations:	
<u>None</u>	

SECTION 1
 1.2 Survey Summary & Results

ACM SURVEY RESULTS - Parcel No. 8826207
Building 1
204 Baugh Avenue
East St. Louis, Illinois 62201

DRAFT

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

MTL #	MATERIAL DESCRIPTION	LOCATION	F/NF ¹	COND. ²	% ACM ³	# SAMPLES	QUANTITY (ENG/MET)
01	Asphalt roofing/backing material	House roof	NF	Good	ND/ND	3	1,080 sf 100.3 sm
02	Chimney Flashing	House roof	NF	Good	20%	3	20 lf 6.1 im
03	Chimney stucco	House roof	NF	Good	ND	3	25 sf 2.3 sm
04	Window caulk	Windows	NF	Poor	<1%	3	128 lf 11.9 sm
05	Wood paneling mastic	Walls, below wood paneling	NF	Poor	ND	3	784 sf 72.8 sm
06	Yellow Vinyl sheet flooring	Bedroom # 1	NF	Poor	20%	3	144 sf 13.4 sm
07	Tan vinyl sheet flooring	Living room	NF	Poor	20%	3	144 sf 13.4 sm
08	Belge pattern vinyl sheet flooring	Kitchen	NF	Poor	20%	3	144 sf 13.4 sm
09	Red vinyl sheet flooring/backing material	Foyer	NF	Poor	ND/ND	3	150 sf 13.9 sm
10	Drywall/joint compound	Throughout	NF	Poor	ND/ND	3	5,760 sf 535.1 sm
11	Yellow pattern vinyl sheet flooring	Office	NF	Poor	20%	3	146 sf 13.6 sm
12	Plaster	Foyer	NF	Poor	ND	3	115 sf 10.7 sm
TOTAL QUANTITY OF ACM							20 lf 578 sf
ESTIMATED ABATEMENT COST							

¹ F = Friable; NF = Nonfriable Friability is further defined in section 4.
² Cond. = Condition Of Materials Either good, fair or poor.
³ ND = None Detected
 * Point Count Analysis

DRAFT

SECTION 1
1.1 Survey Summary Sheet

SITE INFORMATION:

FAP Route:	<u>998</u>	Address:	<u>204 Baugh Avenue</u>
County:	<u>St. Clair</u>	Address:	<u>Building 4</u>
IDOT Job No:	<u>R-98-026-08</u>	City, State Zip	<u>East St. Louis, Illinois</u>
Section:	<u>82-1-R (B)</u>	Property Type:	<u>Single Family Residence</u>
Parcel No:	<u>8826207</u>	Construction Date:	<u>NA</u>
IDOT Work Order No:	<u>354</u>	Building Size (sqft):	<u>2,128 SF</u>

Asbestos-Containing Materials	
Survey Date	<u>April 13, 2010</u>
By Whom:	<u>PSI, Inc.</u> <u>Thomas Novatka</u> <u>100-08002</u> <u>Edward Wagner</u> <u>100-01778</u>
	Firm Inspector IDPH License No. Inspector IDPH License No.
Results	
Number of Material Types Sampled:	<u>19</u>
Number of Samples Collected:	<u>57</u>
Number of Materials Testing Positive:	<u>3</u>
Was Friable ACM Found?	<u>No</u>
Were Roofing Materials Sampled?	<u>Yes</u>
Are There Unique State or Local Requirements?	<u>Yes</u>
Laboratory Utilized:	
Name:	<u>PSI, Inc.</u>
Address:	<u>850 Poplar Street</u> <u>Pittsburgh, PA 15220</u>
Building Access Limitations:	
<u>None</u>	

SECTION 1
 1.2 Survey Summary & Results

ACM SURVEY RESULTS - Parcel No. 8826207
Building 4
204 Baugh Avenue
East St. Louis, Illinois 62201

DRAFT

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

MTL #	MATERIAL DESCRIPTION	LOCATION	F/NF ¹	COND. ²	% ACM ³	# SAMPLES	QUANTITY (ENG/MEY)
01	Multi-layer asphalt roofing shingles/backing	House roof	NF	Fair	ND/ND ND/ND	3	2,128 sf 197.9 sm
02	Black asphalt roofing shingles/tar	Patching material on house roof	NF	Good	Shingle ND Tar 5%	3	510 sf 47.4 sm
03	Black sealant	Patching material on the south roof	NF	Good	4%	3	40 sf 3.7 sm
04	Chimney vent flashing	House roof	NF	Good	7%	3	25 lf 7.6 lm
05	Chimney stucco	House roof	NF	Good	ND	3	25 sf 7.6 sm
06	Plaster	Kitchen	NF	Fair	ND	3	300 sf 27.9 sm
07	Dark brown vinyl sheet flooring	Kitchen	NF	Fair	ND	3	82 sf 7.6 sm
08	Lt brown vinyl sheet flooring	Kitchen	NF	Fair	ND	3	82 sf 7.6 sm
09	Green vinyl sheet flooring	Kitchen	NF	Fair	ND	3	82 sf 7.6 sm
10	Window caulk	Windows	NF	Fair	ND	3	96 lf 29.3 sm
11	Drywall	Various locations	NF	Fair	ND	3	1,134 sf 105.4 sm
12	Drywall/joint compound	Various locations	NF	Fair	ND/ND	3	1,134 sf 105.4 sm
13	Vinyl sheet flooring	Bedroom	NF	Fair	ND	3	196 sf 18.2 sm
14	White/gray vinyl sheet flooring	Living room	NF	Fair	ND	3	196 sf 18.2 sm
15	Striped vinyl sheet flooring	Kitchen closet	NF	Fair	ND	3	24 sf 2.2 sm
16	White vinyl sheet flooring	Restroom	NF	Poor	ND	3	30 sf 2.8 sm
17	Exterior stucco	Back of house	NF	Poor	ND	3	10 sf 0.9 sm
18	Wood pattern vinyl sheet flooring (bottom layer)	Kitchen	NF	Poor	ND	3	182 sf 16.9 sm
19	Wood pattern vinyl sheet flooring (top layer)	Kitchen	NF	Poor	ND	3	182 sf 16.9 sm
TOTAL QUANTITY OF ACM							550 sf 25 lf
ESTIMATED ABATEMENT COST							\$4,150.00

¹ F = Friable; NF = Nonfriable Friability is further defined in section 4.
² Cond. = Condition Of Materials Either good, fair or poor.
³ ND = None Detected
 * Point Count Analysis

DRAFT

SECTION 1
 1.1 Survey Summary Sheet

SITE INFORMATION:

FAP Route:	<u>998</u>	Address:	<u>204 Baugh Avenue</u>
County:	<u>St. Clair</u>	Address:	<u>Building 2</u>
IDOT Job No:	<u>R-98-026-08</u>	City, State Zip	<u>East St. Louis, Illinois</u>
Section:	<u>82-1-R (B)</u>	Property Type:	<u>Single Family Residence</u>
Parcel No:	<u>8826207</u>	Construction Date:	<u>NA</u>
IDOT Work Order No:	<u>354</u>	Building Size (sqft):	<u>NA</u>

Asbestos Containing Materials	
Survey Date	<u>April 12, 2010</u>
By Whom:	<u>PSI, Inc.</u> Firm
	<u>Thomas Novatka</u> Inspector
	<u>100-08002</u> IDPH License No.
	<u>Edward Wagner</u> Inspector
	<u>100-01778</u> IDPH License No.
Results	
Number of Material Types Sampled:	<u>8</u>
Number of Samples Collected:	<u>24</u>
Number of Materials Testing Positive:	<u>1</u>
Was Friable ACM Found?	<u>No</u>
Were Roofing Materials Sampled?	<u>Yes</u>
Are There Unique State or Local Requirements?	<u>Yes</u>
Laboratory Utilized:	
Name:	<u>PSI, Inc.</u>
Address:	<u>850 Poplar Street</u>
	<u>Pittsburgh, PA 15220</u>
Building Access Limitations:	

SECTION 1
 1.2 Survey Summary & Results

ACM SURVEY RESULTS - Parcel No. 8826207
Building 2
204 Baugh Avenue
East St. Louis, Illinois 62201

DRAFT

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

MTL #	MATERIAL DESCRIPTION	LOCATION	F/NF ¹	COND. ²	% ACM ³	# SAMPLES	QUANTITY (ENG/MEY)
01	Purple pattern vinyl sheet flooring	Second floor	NF	Poor	ND	3	336 sf 33.9 sm
02	Drywall/joint compound	Throughout	NF	Poor	ND/ND	3	1,440 sf 133.8 sm
03	Window caulk	Windows	NF	Poor	ND	3	130 sf 12.1 sm
04	White vinyl sheet flooring	Restroom	NF	Poor	ND	3	30 sf 2.8 sm
05	White with square pattern vinyl sheet flooring	Second floor	NF	Poor	ND	3	336 sf 31.2 sm
06	Multi-layer roofing	Roof	NF	Poor	ND/ND/ND ND/ND	3	376 sf 34.9 sm
07	Chimney/shingle flashing	House roof at chimney	NF	Poor	7%	3	8 lf 2.4 lm
08	Chimney stucco	House roof at chimney	NF	Poor	ND	3	25 sf 2.3 sm
TOTAL QUANTITY OF ACM							8 lf
ESTIMATED ABATEMENT COST							

¹ F = Friable; NF = Nonfriable Friability is further defined in section 4.
² Cond. = Condition Of Materials Either good, fair or poor.
³ ND = None Detected
 * Point Count Analysis

DRAFT

SECTION 1
 1.1 Survey Summary Sheet

SITE INFORMATION:

FAP Route:	<u>998</u>	Address:	<u>204 Baugh Avenue</u>
County:	<u>St. Clair</u>	Address:	<u>Building 6</u>
IDOT Job No:	<u>R-98-026-08</u>	City, State Zip	<u>East St. Louis, Illinois</u>
Section:	<u>82-1-R (B)</u>	Property Type:	<u>Single Family Residence</u>
Parcel No:	<u>8826207</u>	Construction Date:	<u>NA</u>
IDOT Work Order No:	<u>354</u>	Building Size (sqft):	<u>1,000 SF</u>

Asbestos Containing Materials	
Survey Date	<u>April 14, 2010</u>
By Whom:	<u>PSI, Inc.</u> Firm
	<u>Thomas Novatka</u> Inspector
	<u>100-08002</u> IDPH License No.
	<u>Edward Wagner</u> Inspector
	<u>100-01778</u> IDPH License No.
Results	
Number of Material Types Sampled:	<u>14</u>
Number of Samples Collected:	<u>42</u>
Number of Materials Testing Positive:	<u>1</u>
Was Friable ACM Found?	<u>No</u>
Were Roofing Materials Sampled?	<u>Yes</u>
Are There Unique State or Local Requirements?	<u>Yes</u>
Laboratory Utilized:	
Name:	<u>PSI, Inc.</u>
Address:	<u>850 Poplar Street</u>
	<u>Pittsburgh, PA 15220</u>
Building Access Limitations:	
<u>None</u>	

SECTION 1
 1.2 Survey Summary & Results

ACM SURVEY RESULTS - Parcel No. 8826207
Building 6
204 Baugh Avenue
East St. Louis, Illinois 62201

DRAFT

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

MTL #	MATERIAL DESCRIPTION	LOCATION	F/NF ¹	COND. ²	% ACM ³	# SAMPLES	QUANTITY (ENG/MET)
01	Asphalt roofing shingles/backing	Roof	NF	Poor	ND/ND	3	1,000 sf 92.9 sm
02	Chimney flashing	Chimney, roof	NF	Poor	12%	3	16 sf 1.5 sm
03	Chimney stucco	Chimney, roof	NF	Poor	ND	3	20 sf 6.1 sm
04	Asphalt siding	Front upper exterior, above door	NF	Poor	ND	3	120 sf 11.1 sm
05	Drywall/joint compound	Various locations throughout	NF	Poor	ND/ND	3	800 sf 74.3 sm
06	Asphalt siding	Rear upper exterior, above door	NF	Poor	ND	3	120 sf 11.0 sm
07	White/gray vinyl sheet flooring	Restroom	NF	Poor	ND	3	35 sf 3.3 sm
08	Square pattern vinyl sheet flooring	Living room	NF	Poor	ND	3	144 sf 13.4 sm
09	White vinyl sheet flooring	Kitchen	NF	Poor	ND	3	168 sf 15.6 sm
10	Flower pattern vinyl sheet flooring	Kitchen	NF	Poor	ND	3	168 sf 15.6 sm
11	Window caulk	Windows	NF	Poor	ND	3	96 lf 29.3 lm
12	Tan vinyl sheet flooring	Kitchen threshold	NF	Poor	ND	3	25 sf 2.3 sm
13	Drywall/joint compound	Various locations throughout	NF	Poor	ND/ND	3	500 sf 46.5 sm
14	White vinyl sheet flooring	Bathroom	NF	Poor	ND	3	20 sf 1.9 sm
TOTAL QUANTITY OF ACM							16 sf
ESTIMATED ABATEMENT COST							\$544.00

¹ F = Friable; NF = Nonfriable Friability is further defined in section 4.
² Cond. = Condition Of Materials Either good, fair or poor.
³ ND = None Detected
 * Point Count Analysis

DRAFT

SECTION 1
 1.1 Survey Summary Sheet

SITE INFORMATION:

FAP Route:	<u>998</u>	Address:	<u>204 Baugh Avenue</u>
County:	<u>St. Clair</u>	Address:	<u>Building 5</u>
IDOT Job No:	<u>R-98-026-08</u>	City, State Zip	<u>East St. Louis, Illinois</u>
Section:	<u>82-1-R (B)</u>	Property Type:	<u>Single Family Residence</u>
Parcel No:	<u>8826207</u>	Construction Date:	<u>NA</u>
IDOT Work Order No:	<u>354</u>	Building Size (sqft):	<u>1,800 SF</u>

Asbestos Containing Materials	
Survey Date	<u>April 14, 2010</u>
By Whom:	<u>PSI, Inc.</u> Firm
	<u>Thomas Novalka</u> Inspector
	<u>100-08002</u> IDPH License No.
	<u>Edward Wagner</u> Inspector
	<u>100-01778</u> IDPH License No.
Results	
Number of Material Types Sampled:	<u>18</u>
Number of Samples Collected:	<u>56</u>
Number of Materials Testing Positive:	<u>3</u>
Was Friable ACM Found?	<u>No</u>
Were Roofing Materials Sampled?	<u>Yes</u>
Are There Unique State or Local Requirements?	<u>Yes</u>
Laboratory Utilized:	
Name:	<u>PSI, Inc.</u>
Address:	<u>850 Poplar Street</u>
	<u>Pittsburgh, PA 15220</u>
Building Access Limitations:	
	<u>None</u>

SECTION 1
 1.2 Survey Summary & Results

ACM SURVEY RESULTS - Parcel No. 8826207
Building 5
204 Baugh Avenue
East St. Louis, Illinois 62201

DRAFT

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

MTL #	MATERIAL DESCRIPTION	LOCATION	F/NF ¹	COND. ²	%ACM ³	# SAMPLES	QUANTITY (ENG/MET)
01	Asphalt roofing shingles/felt backing	House roof	NF	Good	ND/ND	3	1,800 sf 167.2 sm
02	Chimney and vent flashing	House roof	NF	Good	5%	3	20 lf 6.1 lm
03	Chimney stucco	House roof	NF	Good	ND	3	50 sf 4.6 sm
04	Top layer, vinyl sheet flooring	Living room	NF	Good	ND	3	182 sf 16.9 sm
05	Gray checkerboard pattern vinyl sheet flooring	Living room	NF	Good	ND	3	182 sf 16.9 sm
06	Drywall	Various locations throughout	NF	Poor	ND	3	1,018 sf 94.6 sm
07	Square pattern vinyl sheet flooring	Hall restroom	NF	Poor	ND	3	95 sf 8.8 sm
08	Multi-layer vinyl sheet flooring	Restroom	NF	Poor	ND	3	25 sf 2.3 sm
09	9" x 9" tan floor tile	Stored boxes of floor tile	NF	Good	7%	3	NA
10	Tan vinyl sheet flooring	Kitchen	NF	Poor	ND	3	168 sf 15.6 sm
11	Window caulk	Windows	NF	Poor	ND	3	200 lf 61.0 lm
12	Flower pattern vinyl sheet flooring	Kitchen	NF	Poor	ND	3	168 sf 15.6 sm
13	Self slick 12" x 12" white floor tile	Hall restroom	NF	Poor	ND/ND	3	95 sf 8.8 sm
14	Multi-layer vinyl sheet flooring	Living room	NF	Poor	20%	3	182 sf 16.9 sm
15	Drywall	Various locations throughout	NF	Poor	ND	3	1,018 sf 94.6 sm
16	White square pattern vinyl sheet flooring	Living room	NF	Poor	ND	3	182 sf 16.9 sm
17	Multi-colored vinyl sheet flooring	Bedroom	NF	Poor	ND	3	182 sf 16.9 sm
18	Plaster	Various locations throughout	NF	Poor	ND	5	1,824 sf 169.4 sm
TOTAL QUANTITY OF ACM							20 lf 182 sf
ESTIMATED ABATEMENT COST							\$2,889.50

¹ F = Friable; NF = Nonfriable Friability is further defined in section 4.
² Cond. = Condition Of Materials Either good, fair or poor.
³ ND = None Detected
 * Point Count Analysis

SECTION 1
1.1 Survey Summary Sheet

SITE INFORMATION:

FAP Route:	<u>998</u>	Address:	<u>204 Baugh Ave.</u>
County:	<u>St. Clair</u>	Address:	
IDOT Job No:	<u>R-98-026-08</u>	City, State Zip	<u>East St. Louis, IL 62201</u>
Section:	<u>82-1-B-1</u>	Property Type:	<u>Single-family Residence</u>
Parcel No:	<u>8826208</u>	Construction Date:	<u>Unknown</u>
IDOT Work Order No:	<u>352</u>	Building Size (sqft):	<u>970 sqft</u>

Asbestos Containing Materials	
Survey Date	<u>March 31, 2010</u>
By Whom:	<u>PSI, Inc.</u> <u>Thomas Novakka</u> <u>100-08002</u> <u>Edward Wagner</u> <u>100-01778</u>
	Firm Inspector IDPH License No.
Results	
Number of Material Types Sampled:	<u>8</u>
Number of Samples Collected:	<u>26</u>
Number of Materials Testing Positive:	<u>3</u>
Was Friable ACM Found?	<u>No</u>
Were Roofing Materials Sampled?	<u>Yes</u>
Are There Unique State or Local Requirements?	<u>Yes</u>
Laboratory Utilized:	
Name:	<u>PSI, Inc.</u>
Address:	<u>850 Poplar Street</u> <u>Pittsburgh, PA 15220</u>
Building Access Limitations:	
<u>None</u>	

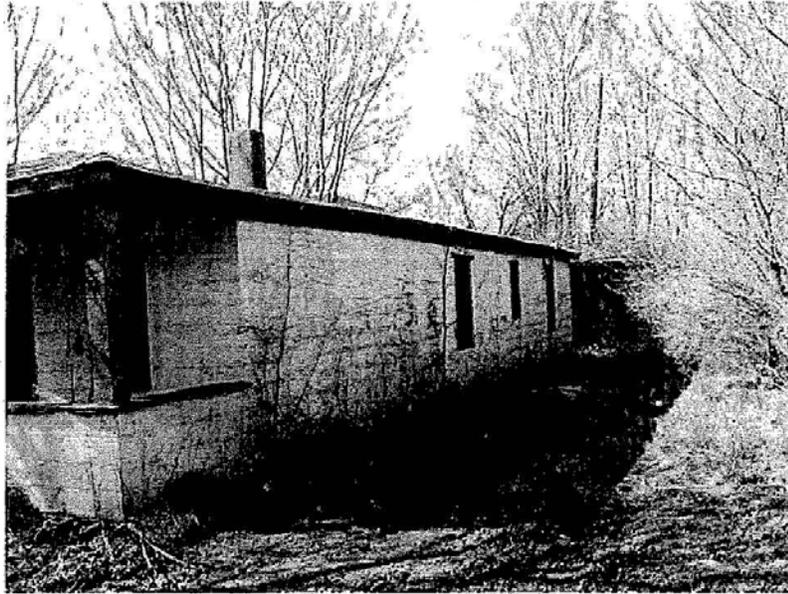
SECTION 1
1.2 Survey Summary & Results

ACM SURVEY RESULTS - Parcel No. 8826208
Single-family Residence
204 Baugh Avenue
East St. Louis, Illinois 62201

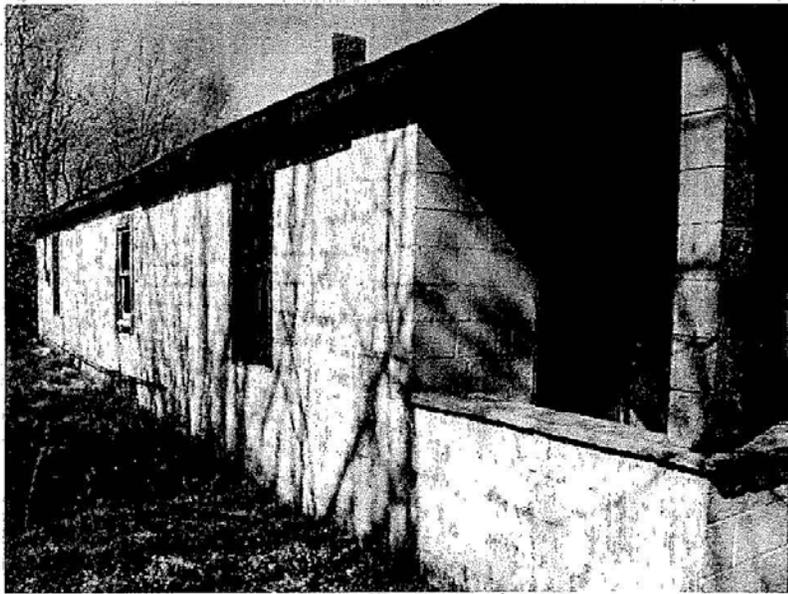
The following homogeneous building material types were sampled as part of this survey and their results are summarized in the table below:

MTL #	MATERIAL DESCRIPTION	LOCATION	F/NF ¹	COND. ²	% ACM ³	# SAMPLES	QUANTITY (ENG/MET)
1	Window caulking	Windows	NF	Poor	<1%	3	70 lf 21.3 lm
2	Asphalt roofing shingles/ backing	Roof	NF	Poor	ND/ND	3	966 sf 89.7 sm
3	Chimney flashing	Roof	NF	Good	4%	3	10 lf 3.0 lm
4	Vinyl sheet flooring	Family room	NF	Good	10%/ND	3	180 sf 16.7 sm
5	Plaster	Throughout building	NF	Good	ND	3	1,584 sf 147.2 sm
6	Drywall	Bathroom, ceilings throughout	F	Poor	ND	5	270 sf 25.1 sm
7	Vinyl sheet flooring (2 layers)	Bathroom	NF	Poor	10%/10%	3	24 sf 2.2 sm
8	Vinyl sheet flooring	Bedroom	NF	Poor	ND	3	185 sf 17.2 sm
TOTAL QUANTITY OF ACM							204 sf 10 lf
ESTIMATED ABATEMENT COST							

¹ F = Friable; NF = Nonfriable Friability is further defined in section 4.
² Cond. = Condition Of Materials Either good, fair or poor.
³ ND = None Detected
 * Point Count Analysis



North Face



South Face

204 Baugh Avenue
St. Clair County
East St. Louis, Illinois

Parcel No.	8826208
Work Order No.	352
PSI Project No.	0047162



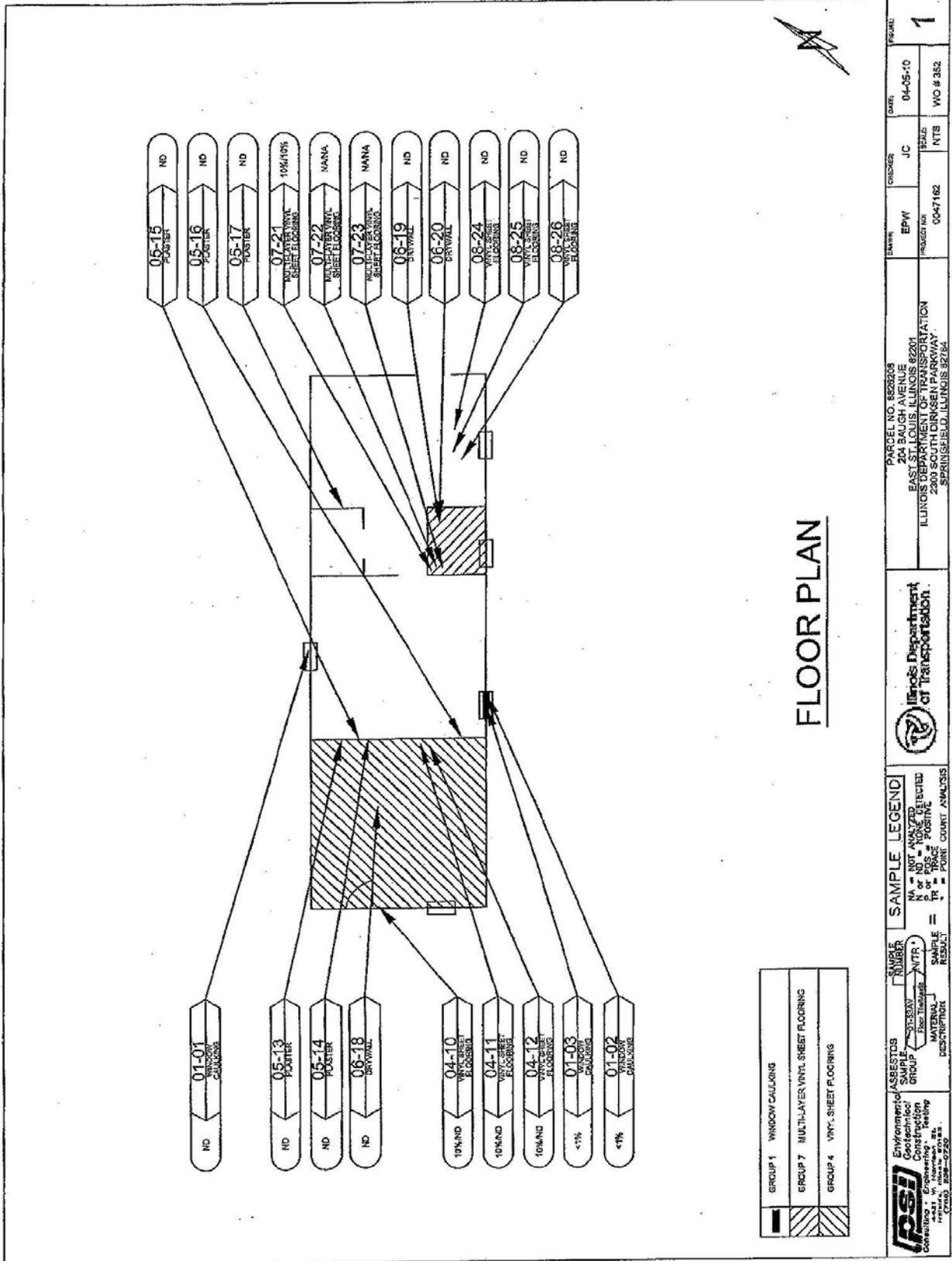
East Face

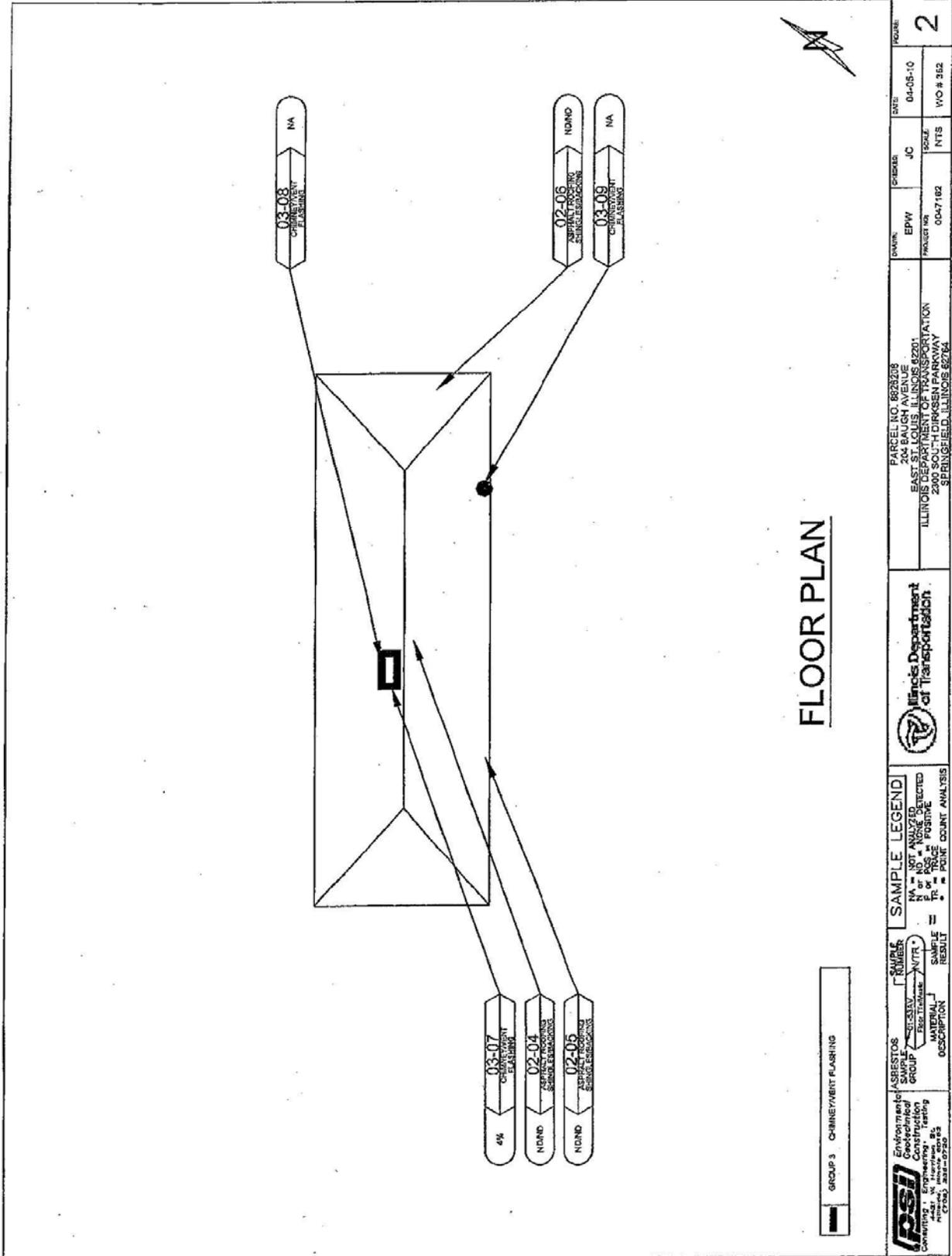


West Face

204 Baugh Avenue
St. Clair County
East St. Louis, Illinois

Parcel No.	8826208
Work Order No.	352
PSI Project No.	0047162





FLOOR PLAN

GROUP 3 CHIMNEY/REIT FLASHING

Environmental Remediation Construction Consulting & Engineering 1100 North University Road Springfield, Illinois 62760 Phone: 217-223-0720	ASBESTOS SAMPLE GROUP	NUMBER MATERIAL DESCRIPTION	SAMPLE RESULT	SAMPLE LEGEND NA = NOT ANALYZED P = POSITIVE TR = TRACE * = POINT COUNT ANALYSIS	Illinois Department of Transportation	PARCEL NO. 6832218 204 BALUN AVENUE EAST ST. LOUIS, ILLINOIS 62201 ILLINOIS DEPARTMENT OF TRANSPORTATION 2000 SOUTH DIRKSEN PARKWAY SPRINGFIELD, ILLINOIS 62764	DRAWN: EPW PROJECT NO. 0047162	CHECKED: JC SCALE: NTS	DATE: 04-05-10 IVO # 352	FIGURE: 2
	4% 03-07 CHIMNEY/REIT FLASHING NA	02-04 ASPHALT ROOFING NDND	02-05 ASPHALT ROOFING NDND	03-08 CHIMNEY/REIT FLASHING NA	02-06 ASPHALT ROOFING NDND	03-09 CHIMNEY/REIT FLASHING NA				

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

Effective: September 1, 1990

Revised: April 1, 2010

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

<u>Bldg. No.</u>	<u>Parcel No.</u>	<u>Location</u>	<u>Description</u>
#6	8826207	204 Baugh Ave.	Garage

Discontinuance of Utilities: The Contractor shall arrange for the discontinuance of all utility services and the removal of the metering devices 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
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 ten 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.

APPENDIX D
SHIPPING MANIFEST
 Generator

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

Transporter

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

Disposal Site

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

APPENDIX D

INSTRUCTIONS

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.
3. 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
 - Nonfriable 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

Transporter Section (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.

Disposal Site Section (Items 12 & 13)

12. The authorized representative of the WDS shall note in this space any discrepancy between waste described on this manifest 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.

**APPROVAL OF PROPOSED BORROW AREAS, USE AREAS, AND/OR WASTE AREAS
INSIDE ILLINOIS STATE BORDERS (BDE)**

Effective: November 1, 2008

Revise the title of Article 107.22 of the Standard Specifications to read:

**“107.22 Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas Inside
Illinois State Borders.”**

Add the following sentence to the end of the first paragraph of Article 107.22 of the Standard Specifications:

“Proposed borrow areas, use areas, and/or waste areas outside of Illinois shall comply with Article 107.01.”

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term “equipment” refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment’s respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 ^{1/}	600-749	2002
	750 and up	2006
June 1, 2011 ^{2/}	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 ^{2/}	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

- 1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.
- 2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/otag/retrofit/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verde/verdev.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer.

Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected. Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE)

Effective: April 1, 2009

Revised: July 1, 2009

Diesel Vehicle Emissions Control. The reduction of construction air emissions shall be accomplished by using cleaner burning diesel fuel. The term "equipment" refers to any and all diesel fuel powered devices rated at 50 hp and above, to be used on the project site in excess of seven calendar days over the course of the construction period on the project site (including any "rental" equipment).

All equipment on the jobsite, with engine ratings of 50 hp and above, shall be required to: use Ultra Low Sulfur Diesel fuel (ULSD) exclusively (15 ppm sulfur content or less).

Diesel powered equipment in non-compliance will not be allowed to be used on the project site, and is also subject to a notice of non-compliance as outlined below.

The Contractor shall submit copies of monthly summary reports and include certified copies of the ULSD diesel fuel delivery slips for diesel fuel delivered to the jobsite for the reporting time period, noting the quantity of diesel fuel used.

If any diesel powered equipment is found to be in non-compliance with any portion of this specification, the Engineer will issue the Contractor a notice of non-compliance and identify an appropriate period of time, as outlined below under environmental deficiency deduction, in which to bring the equipment into compliance or remove it from the project site.

Any costs associated with bringing any diesel powered equipment into compliance with these diesel vehicle emissions controls shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall also not be grounds for a claim.

Environmental Deficiency Deduction. When the Engineer is notified, or determines that an environmental control deficiency exists, he/she will notify the Contractor in writing, and direct the Contractor to correct the deficiency within a specified time period. The specified time-period, which begins upon Contractor notification, will be from 1/2 hour to 24 hours long, based on the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge regarding the time period.

The deficiency will be based on lack of repair, maintenance and diesel vehicle emissions control.

If the Contractor fails to correct the deficiency within the specified time frame, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

If a Contractor or subcontractor accumulates three environmental deficiency deductions in a contract period, the Contractor will be shutdown until the deficiency is corrected. Such a shutdown will not be grounds for any extension of contract time, waiver of penalties, or be grounds for any claim.

CONSTRUCTION AIR QUALITY - IDLING RESTRICTIONS (BDE)

Effective: April 1, 2009

Idling Restrictions. The Contractor shall establish truck-staging areas for all diesel powered vehicles that are waiting to load or unload material at the jobsite. Staging areas shall be located where the diesel emissions from the equipment will have a minimum impact on adjacent sensitive receptors. The Department will review the selection of staging areas, whether within or outside the existing highway right-of-way, to avoid locations near sensitive areas or populations to the extent possible. Sensitive receptors include, but are not limited to, hospitals, schools, residences, motels, hotels, daycare facilities, elderly housing and convalescent facilities. Diesel powered engines shall also be located as far away as possible from fresh air intakes, air conditioners, and windows. The Engineer will approve staging areas before implementation.

Diesel powered vehicle operators may not cause or allow the motor vehicle, when it is not in motion, to idle for more than a total of 10 minutes within any 60 minute period, except under any of the following circumstances:

- 1) The motor vehicle has a gross vehicle weight rating of less than 8000 lb (3630 kg).
- 2) The motor vehicle idles while forced to remain motionless because of on-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official.
- 3) The motor vehicle idles when operating defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency.
- 4) A police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator.
- 5) The primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for such activity.
- 6) A motor vehicle idles as part of a government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection.
- 7) When idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle (such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations, lumbering operations; oil or gas well servicing; or farming operations), provided that this exemption does not apply when the vehicle is idling solely for cabin comfort or to operate non-essential equipment such as air conditioning, heating, microwave ovens, or televisions.
- 8) When the motor vehicle idles due to mechanical difficulties over which the operator has no control.
- 9) The outdoor temperature is less than 32 °F (0 °C) or greater than 80 °F (26 °C).

When the outdoor temperature is greater than or equal to 32 °F (0 °C) or less than or equal to 80 °F (26 °C), a person who operates a motor vehicle operating on diesel fuel shall not cause or allow the motor vehicle to idle for a period greater than 30 minutes in any 60 minute period while waiting to weigh, load, or unload cargo or freight, unless the vehicle is in a line of vehicles that regularly and periodically moves forward.

The above requirements do not prohibit the operation of an auxiliary power unit or generator set as an alternative to idling the main engine of a motor vehicle operating on diesel fuel.

Environmental Deficiency Deduction. When the Engineer is notified, or determines that an environmental control deficiency exists based on non-compliance with the idling restrictions, he/she will notify the Contractor, and direct the Contractor to correct the deficiency.

If the Contractor fails to correct the deficiency a monetary deduction will be imposed. The monetary deduction will be \$1,000.00 for each deficiency identified.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: January 1, 2010

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

STATE OBLIGATION. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

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

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

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies 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 10.0% 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 only 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 enough DBE participation has been obtained to meet the goal; or
- (b) The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

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

BIDDING PROCEDURES. Compliance with this Special Provision is a material bidding requirement. The failure of the bidder to comply will render the bid not responsive.

(a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.

(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. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:

(1) The names and addresses of DBE firms that will participate in the contract;

(2) A description, including pay item numbers, of the work each DBE will perform;

(3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state 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) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;

(5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,

(6) If the contract goal is not met, evidence of good faith efforts.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document the good faith efforts of the bidder before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan commits sufficient commercially useful DBE work performance to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR part 26, Appendix A. The Utilization Plan will not be approved by the Department if the Utilization Plan does not commit sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort 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, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

(a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.

(1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

(2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

(3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

(5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

(6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.

(7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.

(8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.

(b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision and that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons why good faith efforts have not been found.

(c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after receipt of 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 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. 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 working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.

A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

(a) DBE as the Contractor: 100 percent 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 does not count toward the DBE goals.

(b) DBE as a joint venture Contractor: 100 percent 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 percent 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 does not count toward the DBE goal.

(d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:

(1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

(2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.

(e) DBE as a material supplier:

(1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.

(2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.

- (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

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 Utilization 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) The Contractor must notify and obtain written approval from the Department's Bureau of Small Business Enterprises prior to replacing a DBE or making any change in the participation of a DBE. Approval for replacement will be granted only if it is demonstrated that the DBE is unable or unwilling to perform. The Contractor must make every good faith effort to find another certified DBE subcontractor to substitute for the original 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 original DBE, to the extent needed to meet the contract goal.

(c) Any deviation from the DBE condition-of-award or contract specifications must be approved, in writing, by the Department. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract.

(d) In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award;
or

- (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
- (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonably competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

(e) Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted.

(f) If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

(g) 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. 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 of Small Business Enterprises and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau of Small Business Enterprises 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.

(h) 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 therefore to the DBE by the Contractor, but not later than thirty 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 Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement 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 Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (j) of this part.

(i) 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.

(j) Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

ENGINEER'S FIELD OFFICE TYPE A (BDE)

Effective: April 1, 2007

Revised: August 1, 2008

Revise Article 670.02 of the Standard Specifications to read:

"670.02 Engineer's Field Office Type A. Type A field offices shall have a minimum ceiling height of 7 ft (2 m) and a minimum floor space 450 sq ft (42 sq m). The office shall be provided with sufficient heat, natural and artificial light, and air conditioning.

The office shall have an electronic security system that will respond to any breach of exterior doors and windows. Doors and windows shall be equipped with locks. Doors shall also be equipped with dead bolt locks or other secondary locking device.

Windows shall be equipped with exterior screens to allow adequate ventilation. All windows shall be equipped with interior shades, curtains, or blinds. Adequate all-weather parking space shall be available to accommodate a minimum of ten vehicles.

Suitable on-site sanitary facilities meeting Federal, State, and local health department requirements shall be provided, maintained clean and in good working condition, and shall be stocked with lavatory and sanitary supplies at all times.

Sanitary facilities shall include hot and cold potable running water, lavatory and toilet as an integral part of the office where available. Solid waste disposal consisting of two waste baskets and an outside trash container of sufficient size to accommodate a weekly provided pick-up service.

In addition, the following furniture and equipment shall be furnished.

- (a) Four desks with minimum working surface 42 x 30 in. (1.1 m x 750 mm) each and five non-folding chairs with upholstered seats and backs.
- (b) One desk with minimum working surface 48 x 72 in. (1.2 x 1.8 m) with height adjustment of 23 to 30 in. (585 to 750 mm).

- (c) One four-post drafting table with minimum top size of 37 1/2 x 48 in. (950 mm x 1.2 m). The top shall be basswood or equivalent and capable of being tilted through an angle of 50 degrees. An adjustable height drafting stool with upholstered seat and back shall also be provided.
- (d) Two free standing four drawer legal size file cabinet with lock and an underwriters' laboratories insulated file device 350 degrees one hour rating.
- (e) One 6 ft (1.8 m) folding table with six folding chairs.
- (f) One equipment cabinet of minimum inside dimension of 44 in. (1100 mm) high x 24 in. (600 mm) wide x 30 in. (750 mm) deep with lock. The walls shall be of steel with a 3/32 in. (2 mm) minimum thickness with concealed hinges and enclosed lock constructed in such a manner as to prevent entry by force. The cabinet assembly shall be permanently attached to a structural element of the field office in a manner to prevent theft of the entire cabinet.
- (g) One refrigerator with a minimum size of 16 cu ft (0.45 cu m) with a freezer unit.
- (h) One electric desk type tape printing calculator.
- (i) A minimum of two communication paths. The configuration shall include:
 - (1) Internet Connection. An internet service connection using telephone DSL, cable broadband, or CDMA wireless technology. Additionally, an 802.11g/N wireless router shall be provided, which will allow connection by the Engineer and up to four Department staff.
 - (2) Telephone Lines. Three separate telephone lines.
- (j) One plain paper copy machine capable of reproducing prints up to 11 x 17 in. (280 x 432 mm) with an automatic feed tray capable of storing 30 sheets of paper. Letter size and 11 x 17 in. (280 x 432 mm) paper shall be provided.
- (k) One plain paper fax machine with paper.
- (l) Two telephones, with touch tone, where available, and a digital telephone answering machine, for exclusive use by the Engineer.
- (m) One electric water cooler dispenser.
- (n) One first-aid cabinet fully equipped.
- (o) One microwave oven, 1 cu ft (0.03 cu m) minimum capacity.
- (p) One fire-proof safe, 0.5 cu ft (0.01 cu m) minimum capacity.
- (q) One electric paper shredder.

- (r) One post mounted rain gauge, located on the project site for each 5 miles (8 km) of project length.”

Revise the first sentence of the first paragraph of Article 670.07 of the Standard Specifications to read:

“The building or buildings fully equipped as specified will be paid for on a monthly basis until the building or buildings are released by the Engineer.”

Revise the last sentence of the first paragraph of Article 670.07 of the Standard Specifications to read:

“This price shall include all utility costs and shall reflect the salvage value of the building or buildings, equipment, and furniture which become the property of the Contractor after release by the Engineer, except that the Department will pay that portion of the monthly long distance telephone bills that, when combined, exceed \$150.”

EQUIPMENT RENTAL RATES (BDE)

Effective: August 2, 2007

Revised: January 2, 2008

Replace the second and third paragraphs of Article 105.07(b)(4)a. of the Standard Specifications with the following:

“Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).”

Replace Article 109.04(b)(4) of the Standard Specifications with the following:

“(4) Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed, and be in good operating condition. For such equipment, the Contractor will be paid as follows.

- a. Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable FHWA hourly rate from the “Equipment Watch Rental Rate Blue Book” (Blue Book) in effect when the force account work begins. The FHWA hourly rate is calculated as follows.

$$\text{FHWA hourly rate} = (\text{monthly rate}/176) \times (\text{model year adj.}) \times (\text{Illinois adj.}) + \text{EOC}$$

Where: EOC = Estimated Operating Costs per hour (from the Blue Book)

The time allowed will be the actual time the equipment is operating on the extra work. For the time required to move the equipment to and from the site of the extra work and any authorized idle (standby) time, payment will be made at the following hourly rate: $0.5 \times (\text{FHWA hourly rate} - \text{EOC})$.

All time allowed shall fall within the working hours authorized for the extra work.

The rates above include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhaul and maintenance of any kind, depreciation, storage, overhead, profits, insurance, and all incidentals. The rates do not include labor.

The Contractor shall submit to the Engineer sufficient information for each piece of equipment and its attachments to enable the Engineer to determine the proper equipment category. If a rate is not established in the Blue Book for a particular piece of equipment, the Engineer will establish a rate for that piece of equipment that is consistent with its cost and use in the industry.

- b. Rented Equipment. Whenever it is necessary for the Contractor to rent equipment to perform extra work, the rental and transportation costs of the equipment plus five percent for overhead will be paid. In no case shall the rental rates exceed those of established distributors or equipment rental agencies.

All prices shall be agreed to in writing before the equipment is used.”

LIQUIDATED DAMAGES (BDE)

Effective: April 1, 2009

Revise the table in Article 108.09 of the Standard Specifications to read:

"Schedule of Deductions for Each Day of Overrun in Contract Time			
Original Contract Amount		Daily Charges	
From More Than	To and Including	Calendar Day	Work Day
\$ 0	\$ 100,000	\$ 375	\$ 500
100,000	500,000	625	875
500,000	1,000,000	1,025	1,425
1,000,000	3,000,000	1,125	1,550
3,000,000	5,000,000	1,425	1,950
5,000,000	10,000,000	1,700	2,350
10,000,000	And over	3,325	4,650"

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM / EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 2007

Revised: November 1, 2009

Revise Article 105.03(a) of the Standard Specifications to read:

“(a) National Pollutant Discharge Elimination System (NPDES) / Erosion and Sediment Control Deficiency Deduction When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) exists, or the Contractor’s activities represents a violation of the Department’s NPDES permits, the Engineer 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 1 week based on the urgency of the situation and the nature of the work effort required. The Engineer will be the sole judge.

A deficiency may be any lack of repair, maintenance, or implementation of erosion and/or sediment control devices included in the contract, or any failure to comply with the conditions of the Department’s NPDES permits. A deficiency may also be applied to situations where corrective action is not an option such as the failure to participate in a jobsite inspection of the project, failure to install required measures prior to initiating earth moving operations, disregard of concrete washout requirements, or other disregard of the NPDES permit.

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or portion of a calendar day until the deficiency is corrected to the satisfaction of the Engineer. The calendar day(s) will begin with notification to the Contractor and end with the Engineer’s acceptance of the correction. The base value of the daily monetary deduction is \$1000.00 and will be applied to each location for which a deficiency exists. The value of the deficiency deduction assessed for each infraction will be determined by multiplying the base value by a Gravity Adjustment Factor provided in Table A. Except for failure to participate in a required jobsite inspection of the project prior to initiating earthmoving operations which will be based on the total acreage of planned disturbance at the following multipliers: <5 Acres: 1; 5-10 Acres: 2; >10-25 Acres: 3; >25 Acres: 5. For those deficiencies where corrective action was not an option, the monetary deduction will be immediate and will be valued at one calendar day multiplied by a Gravity Adjustment Factor.

Table A Deficiency Deduction Gravity Adjustment Factors				
Types of Violations	Soil Disturbed and Not Permanently Stabilized At Time of Violation			
	< 5 Acres	5 - 10 Acres	>10 - 25 Acres	> 25 Acres
Failure to Install or Properly Maintain BMP	0.1 - 0.5	0.2 - 1.0	0.5 - 2.5	1.0 - 5
Careless Destruction of BMP	0.2 - 1	0.5 - 2.5	1.0 - 5.	1.0 - 5
Intrusion into Protected Resource	1.0 - 5	1.0 - 5	2.0 - 10	2.0 - 10
Failure to properly manage Chemicals, Concrete Washouts or Residuals, Litter or other Wastes	0.2 - 1	0.2 - 1	0.5 - 2.5	1.0 - 5
Improper Vehicle and Equipment Maintenance, Fueling or Cleaning	0.1 - 0.5	0.2 - 1	0.2 - 1	0.5 - 2.5
Failure to Provide or Update Written or Graphic Plans Required by SWPPP	0.2 - 1	0.5 - 2.5	1.0 - 5	1.0 - 5
Failure to comply with Other Provisions of the NPDES Permit	0.1 - 0.5	0.2 - 1	0.2 - 1	0.5 - 2.5”

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000

Revised: January 1, 2006

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 and to set the time for such payments.

State law also addresses the timing of payments to be made to subcontractors and material suppliers. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, requires that when a Contractor receives any payment from the Department, the Contractor shall make corresponding, proportional payments to each subcontractor and material supplier performing work or supplying material within 15 calendar days after receipt of the Department payment. Section 7 of the Act further provides that interest in the amount of two percent per month, in addition to the payment due, shall be paid to any subcontractor or material supplier 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 and material suppliers throughout the contracting chain.

This Special Provision establishes the required federal contract clause, and adopts the 15 calendar day requirement of the State Prompt Payment Act for purposes of compliance with the federal regulation regarding payments to subcontractors. This contract is subject to the following payment obligations.

When progress payments are made to the Contractor according to Article 109.07 of the Standard Specifications, the Contractor shall make a corresponding payment to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain 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 and material suppliers shall be paid by the Contractor within 15 calendar days after the receipt of payment from the Department. The Contractor shall not hold retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section 7(b) of the State Prompt Payment Act. State law creates other and additional 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 according to the Public Construction Bond Act, 30 ILCS 550.

PERSONAL PROTECTIVE EQUIPMENT (BDE)

Effective: November 1, 2008

Revise the first sentence of Article 701.12 of the Standard Specifications to read:

“All personnel on foot, excluding flaggers, within the highway right-of-way shall wear a fluorescent orange, fluorescent yellow/green, or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of ANSI/ISEA 107-2004 for Conspicuity Class 2 garments.”

REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)

Effective: April 1, 2007

Revised: November 1, 2008

Revise the seventh paragraph of Article 1106.02 of the Standard Specifications to read:

“At the time of manufacturing, the retroreflective prismatic sheeting used on channelizing devices shall meet or exceed the initial minimum coefficient of retroreflection as specified in the following table. Measurements shall be conducted according to ASTM E 810, without averaging. Sheeting used on cones, drums and flexible delineators shall be reboundable as tested according to ASTM D 4956. Prestriped sheeting for rigid substrates on barricades shall be white and orange. [The sheeting shall be uniform in color and devoid of streaks throughout the length of each roll. The color shall conform to the latest appropriate standard color tolerance chart issued by the U.S. Department of Transportation, Federal Highway Administration, and to the daytime and nighttime color requirements of ASTM D 4956.](#)

Initial Minimum Coefficient of Retroreflection candelas/foot candle/sq ft (candelas/lux/sq m) of material				
Observation Angle (deg.)	Entrance Angle (deg.)	White	Orange	Fluorescent Orange
0.2	-4	365	160	150
0.2	+30	175	80	70
0.5	-4	245	100	95
0.5	+30	100	50	40”

Revise the first sentence of the first paragraph of Article 1106.02(c) of the Standard Specifications to read:

“Barricades and vertical panels shall have alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass.”

Revise the third sentence of the first paragraph of Article 1106.02(d) of the Standard Specifications to read:

“The bottom panels shall be 8 x 24 in. (200 x 600 mm) with alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass.”

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.

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within **25** working days.

Illinois Department of Transportation
PROJECT LABOR AGREEMENT

This Project Labor Agreement (“PLA”) is entered into this _____ day of _____, by and between the Illinois Department of Transportation (“IDOT” or “Department”) in its proprietary capacity, and each relevant Illinois AFL-CIO Building Trades Council made signatory hereto by the Illinois AFL-CIO Statewide Project Labor Agreement Committee on behalf of itself and each of its affiliated members (individually and collectively, the “Union”). This PLA shall apply to Construction Work (as defined herein) to be performed by IDOT’s Prime Contractor and each of its relevant subcontractors of whatever tier (“Subcontractor” or “Subcontractors”) on Contract 76E09 (hereinafter, the “Project”).

ARTICLE 1 - INTENT AND PURPOSES

- 1.1. This PLA is entered into in furtherance of Illinois Executive Order No. 2003-13. It is mutually understood and agreed that the terms and conditions of this PLA are intended to promote the public interest in obtaining timely and economical completion of the Project by encouraging productive and efficient construction operations; by establishing a spirit of harmony and cooperation among the parties; and by providing for peaceful and prompt settlement of any and all labor grievances or jurisdictional disputes of any kind without strikes, lockouts, slowdowns, delays or other disruptions to the prosecution of the work.
- 1.2. As a condition of the award of the contract for performance of work on the Project, IDOT's Prime Contractor and each of its Subcontractors shall be required to sign a “Contractor Letter of Assent”, in the form attached hereto as Exhibit A, prior to commencing Construction Work on the Project. Each Union affiliate and separate local representing workers engaged in Construction Work on the Project in accordance with this PLA are bound to this agreement by the Illinois AFL-CIO Statewide Project Labor Agreement Committee which is the central committee established with full authority to negotiate and sign PLAs with the State on behalf of all respective crafts. Upon their signing the Letter of Assent, the Prime Contractor, each Subcontractor, and the individual Unions shall thereafter be deemed a party to this PLA. No party signatory to this PLA shall, contract or subcontract, nor permit any other person, firm, company or entity to contract or subcontract for the performance of Construction Work for the Project to any person, firm, company or entity that does not agree in writing to become bound by the terms of this PLA prior to commencing such work.
- 1.3. It is understood that the Prime Contractor(s) and each Subcontractor will be considered and accepted by the Unions as separate employers for the purposes of collective bargaining, and it is further agreed that the employees working under this PLA shall constitute a bargaining unit separate and distinct from all others. The Parties hereto also agree that this PLA shall be applicable solely with respect to this Project, and shall have no bearing on the interpretation of any other collective bargaining agreement or as to the recognition of any bargaining unit other than for the specific purposes of this Project.

- 1.4. In the event of a variance or conflict, whether explicit or implicit, between the terms and conditions of this PLA and the provisions of any other applicable national, area, or local collective bargaining agreement, the terms and conditions of this PLA shall supersede and control. For any work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of the International Union of Elevator Constructors, and for any instrument calibration work and loop checking performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, the preceding sentence shall apply only with respect to Articles I, II, V, VI, and VII.
- 1.5. Subject to the provisions of paragraph 1.4 of this Article, it is the parties' intent to respect the provisions of any other collective bargaining agreements that may now or hereafter pertain, whether between the Prime Contractor and one or more of the Unions or between a Subcontractor and one or more of the Unions. Accordingly, except and to the extent of any contrary provision set forth in this PLA, the Prime Contractor and each of its Subcontractors agrees to be bound and abide by the terms of the following in order of precedence: (a) the applicable collective bargaining agreement between the Prime Contractor and one or more of the Unions made signatory hereto; (b) the applicable collective bargaining agreement between a Subcontractor and one or more of the Unions made signatory hereto; or (c) the current applicable area collective bargaining agreement for the relevant Union that is the agreement certified by the Illinois Department of Labor for purposes of establishing the Prevailing Wage applicable to the Project. The Union will provide copies of the applicable collective bargaining agreements pursuant to part (c) of the preceding sentence to the Prime Contractor. Assignments by the Contractors amongst the trades shall be consistent with area practices; in the event of unresolved disagreements as to the propriety of such assignments, the provisions of Article VI shall apply.
- 1.6. Subject to the limitations of paragraphs 1.4 and 1.5 of this Article, the terms of each applicable collective bargaining agreement as determined in accordance with paragraph 1.5 are incorporated herein by reference, and the terms of this PLA shall be deemed incorporated into such other applicable collective bargaining agreements only for purposes of their application to the Project.
- 1.7. To the extent necessary to comply with the requirements of any fringe benefit fund to which the Prime Contractor or Subcontractor is required to contribute under the terms of an applicable collective bargaining agreement pursuant to the preceding paragraph, the Prime Contractor or Subcontractor shall execute all "Participation Agreements" as may be reasonably required by the Union to accomplish such purpose; provided, however, that such Participation Agreements shall, when applicable to the Prime Contractor or Subcontractor solely as a result of this PLA, be amended as reasonably necessary to reflect such fact. Upon written notice from any applicable fringe benefit fund, IDOT will withhold from the Prime Contractor payment of any delinquencies arising from this Project.

- 1.8. In the event that the applicable collective bargaining agreement between a Prime Contractor and the Union or between the Subcontractor and the Union expires prior to the completion of this Project, the expired applicable contract's terms will be maintained until a new applicable collective bargaining agreement is ratified. The wages and fringe benefits included in any new applicable collective bargaining agreement will apply on and after the effective date of the newly negotiated collective bargaining agreement, except to the extent wage and fringe benefit retroactivity is specifically agreed upon by the relevant bargaining parties.

ARTICLE II – APPLICABILITY, RECOGNITION, AND COMMITMENTS

- 2.1 The term Construction Work as used herein shall include all “construction, prosecution, completion, or repair” work performed by a “laborer or mechanic” at the “site of the work” for the purpose of “building” the specific structures and improvements that constitute the Project. Terms appearing within quotation marks in the preceding sentence shall have the meaning ascribed to them pursuant to 29 CFR Part 5.
- 2.2 By executing the Letters of Assent, Prime Contractor and each of its Subcontractors recognizes the Unions signatory to this PLA as the sole and exclusive bargaining representatives for their craft employees employed on the jobsite for this Project. Unions who are signatory to this PLA will have recognition on the Project for their craft.
- 2.3 The Prime Contractor and each of its Subcontractors retains and shall be permitted to exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this PLA or by the terms and conditions of the applicable collective bargaining agreement.
- 2.4 Except to the extent contrary to an express provision of the relevant collective bargaining agreement, equipment or materials used in the Project may be pre-assembled or pre-fabricated, and there shall be no refusal by the Union to handle, transport, install, or connect such equipment or materials. Equipment or materials delivered to the job-site will be unloaded and handled promptly without regard to potential jurisdictional disputes; any such disputes shall be handled in accordance with the provisions of this PLA.
- 2.5 Unions commit to furnishing qualified and skilled craft persons as required by the Prime Contractor and its Subcontractors in fulfillment of their obligations to complete the Project. In order to promote the long-term development of a skilled and knowledgeable work force, the parties are encouraged to utilize apprentices to the maximum extent permitted by the applicable collective bargaining agreement.
- 2.6 The parties are mutually committed to promoting a safe working environment for all personnel at the job site. It shall be the responsibility of each employer to which this PLA applies to provide and maintain safe working conditions for its employees, and to comply with all applicable federal, state, and local health and safety laws and regulations.

- 2.7 The use or furnishing of alcohol or drugs and the conduct of any other illegal activity at the job-site is strictly prohibited. The parties shall take every practical measure consistent with the terms of applicable collective bargaining agreements to ensure that the job-site is free of alcohol and drugs.
- 2.8 All parties to this PLA agree that they shall not discriminate against any employee based on race, creed, color, national origin, union activity, age, or gender as required by all applicable federal, state, and local laws.
- 2.9 The Parties hereto agree that engineering consultants and materials testing employees, to the extent subject to the terms of this PLA, shall be fully expected to objectively and responsibly perform their duties and obligations owed to the Department without regard to the potential union affiliation of such employees or of other employees on the Project.

ARTICLE III - ADMINISTRATION OF AGREEMENT

- 3.1 In order to assure that all parties have a clear understanding of the PLA and to promote harmony, a post-award pre-job conference will be held among the Prime Contractor, all Subcontractors and Union representatives prior to the start of any Construction Work on the Project. No later than the conclusion of such pre-job conference, the parties shall, among other matters, provide to one another contact information for their respective representatives (including name, address, phone number, facsimile number, e-mail). Nothing herein shall be construed to limit the right of the Department to discuss or explain the purpose and intent of this PLA with prospective bidders or other interested parties prior to or following its award of the job.
- 3.2 Representatives of the Prime Contractor and the Unions shall meet as often as reasonably necessary following award until completion of the Project to assure the effective implementation of this PLA.
- 3.3 Not less than once per month, Prime Contractor and all Subcontractors shall make available in writing to the Unions a Project status report that shall include, though not necessarily be limited to, planned activities for the next 30 day period and estimated numbers of employees by craft required for the next 30 day period. The purpose of this Project status report is to promote effective workforce planning and to facilitate resolution of any potential jurisdictional or other problems.
- 3.4 Not later than the earlier of (a) five business days following the pre-job conference, or (b) commencement of Construction Work, the Unions and Prime Contractor (on behalf of itself and all its subcontractors of whatever tier) shall confer and jointly designate a slate of three (3) permanent arbitrators (each a "Permanent Arbitrator") for the purpose of hearing disputes pursuant to Articles V and VII of this PLA. The slate of Permanent Arbitrators shall be selected from among the following individuals: Thomas F. Gibbons, Thomas G. Pagan, Robert Perkovich, Byron Yaffee, and Glenn A. Zipp. In the event that the Unions and Prime Contractor are not able to agree on a full slate of three Permanent Arbitrators, the Department, after consultation with the Unions and Prime Contractor, shall designate such additional Permanent Arbitrators as may be necessary to establish the full slate.

A single Permanent Arbitrator shall be selected from the slate of three on a rotating basis to adjudicate each arbitrable matter as it arises. In the event a Permanent Arbitrator is not available to adjudicate a particular matter in the order of rotation, the arbitration assignment shall pass to the next available Permanent Arbitrator.

ARTICLE IV - HOURS OF WORK AND GENERAL CONDITIONS

- 4.1 The standard work day for Construction Work on the Project shall be an established consecutive eight (8) hour period between the hours of 7:00 a.m. and 5:00 p.m. with one-half hour designated as unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Starting time shall be established at the pre-job conference, and shall be applicable to all craft employees on the Project unless otherwise expressly agreed in writing. In the event Project site or other job conditions dictate a change in the established starting time and/or a staggered lunch period for portions of the Project or for specific crafts, the Prime Contractor, relevant Subcontractors and business managers of the specific crafts involved shall confer and mutually agree to such changes as appropriate. If proposed work schedule changes cannot be mutually agreed upon between the parties, the hours fixed at the time of the pre-job meeting shall prevail.
- 4.2 Shift work may be established and directed by the Prime Contractor or relevant Subcontractor as reasonably necessary or appropriate to fulfill the terms of its contract with the Department. If used, shift hours, rates and conditions shall be as provided in the applicable collective bargaining agreement.
- 4.3 The parties agree that chronic and/or unexcused absenteeism is undesirable and must be controlled in accordance with procedures established by the applicable collective bargaining agreement. Any employee disciplined for absenteeism in accordance with such procedures shall be suspended from all work on the Project for not less than the maximum period permitted under the applicable collective bargaining agreement.
- 4.4 Except as may be otherwise expressly provided by the applicable collective bargaining agreement, employment begins and ends at the Project site; employees shall be at their place of work at the starting time; and employees shall remain at their place of work until quitting time.
- 4.5 Except as may be otherwise expressly provided by the applicable collective bargaining agreement, there shall be no limit on production by workmen, no restrictions on the full use of tools or equipment, and no restrictions on efficient use of manpower or techniques of construction other than as may be required by safety regulations.

- 4.6 The parties recognize that specialized or unusual equipment may be installed on the Project. In such cases, the Union recognizes the right of the Prime Contractor or Subcontractor to involve the equipment supplier or vendor's personnel in supervising the setting up of the equipment, making modifications and final alignment, and performing similar activities that may be reasonably necessary prior to and during the start-up procedure in order to protect factory warranties. The Prime Contractor or Subcontractor shall notify the Union representatives in advance of any work at the job-site by such vendor personnel in order to promote a harmonious relationship between the equipment vendor's personnel and other Project employees.
- 4.7 For the purpose of promoting full and effective implementation of this PLA, authorized Union representatives shall have access to the Project job-site during scheduled work hours. Such access shall be conditioned upon adherence to all reasonable visitor and security rules of general applicability that may be established for the Project site at the pre-job conference or from time to time thereafter.

ARTICLE V - GRIEVANCE AND ARBITRATION PROCEDURES

- 5.1 Except as provided in Articles VI or VII, it is specifically agreed among the parties that any grievance or dispute arising out of the interpretation or application of this PLA shall be settled by means of the expedited arbitration process set forth in Paragraph 5.2 below. No such grievance or dispute shall be recognized unless called to the attention of the Prime Contractor and relevant Subcontractor by the Union or to the Union by the Prime Contractor or relevant Subcontractor within five (5) working days after the alleged violation was committed or discovered by the grieving party.
- 5.2 Grievances shall be settled according to the following procedure:
- 5.2.A. Step 1. The dispute shall be referred to the Steward of the craft union involved and a representative of the Prime Contractor and relevant Subcontractor at the job-site.
- 5.2.B. Step 2. In the event that the Steward and the contractors' representatives at the job-site cannot reach agreement within two (2) working days after a meeting is arranged and held, the matter shall be referred to the Union Business Manager and to executive representatives of the Prime Contractor and relevant Subcontractor.
- 5.2.C. Step 3. In the event the dispute is not resolved within five (5) working days after completion of Step 2, the relevant parties shall request a Permanent Arbitrator as determined in accordance with paragraph 3.4 of this PLA, who shall, within ten (10) working days, hear the grievance and make a written decision. Such decisions shall be final and binding on all parties. The parties shall each pay the expense of their own representative. The expense of the Permanent Arbitrator shall be divided equally between (1) the Prime Contractor and/or relevant Subcontractor, and (2) the involved Union.

- 5.3 Any failure of a party to comply fully with such final and binding decision of the Permanent Arbitrator may result in removal of the non-complying party from the site, in a holdback from the Prime Contractor or Subcontractor of any amounts awarded, or in such other relief as the Department may reasonably determine is necessary to promote final resolution of the dispute.
- 5.4 In the event any dispute or grievance should arise, the parties expressly agree that it shall be resolved without occurrence of any strike, work stoppage, slow-down or other prohibited activities as provided in Article VII of this PLA. Individuals or parties violating this section shall be subject to immediate discharge or other discipline.

ARTICLE VI - JURISDICTIONAL DISPUTES

- 6.1 As used in this Agreement, the term "jurisdictional dispute" shall be defined as any dispute, difference or disagreement involving the assignment of particular work to one class or craft of employees rather than to a different class or craft of employees, regardless of that Contractor's contractual relationship to any other employer, contractor, or organization on the site.
- 6.2 It is agreed by and between the parties to this Agreement that any and all jurisdictional disputes shall be resolved in the following manner; each of the steps hereinafter listed shall be initiated by the parties in sequence as set forth:
 - (a) Negotiation by and between the Local Business Representative of the disputing Union and Employer shall take place within two (2) business days. Business days are defined as Monday through Friday excluding contract holidays. Such negotiations shall be pursued until it is apparent that the dispute cannot be resolved at the local level.
 - (b) The International Representatives of the disputing Union shall meet or confer and attempt to resolve said dispute. This meeting shall take place within two (2) business days. Business days are defined as Monday through Friday excluding contract holidays.
 - (c) The parties to the Jurisdictional Dispute shall submit the dispute directly to an Arbitrator after complying with paragraph (2b) above. The parties shall meet with the Arbitrator within three (3) business days. Business days are defined as Monday through Friday excluding contract holidays. An Arbitrator will be selected based on availability from the slate of permanent Arbitrators. The Arbitrator's bench decision will be given the day of the hearing and will be final and legally binding on this project only. The Arbitrator's bench decision will be implemented without delay. The cost of Arbitration will be shared equally by the disputing parties. Any party to the dispute can require that a "long form" written decision be provided from the Arbitrator, however the cost of the "long form" written decision will be the responsibility of the party making the request.

Notes:

- A jurisdictional dispute may be submitted based upon a pre-job assignment.
 - If any party to the jurisdictional disputes does not fully comply with the steps and time limits with each step, then the party in non-compliance will lose by “automatic default”.
 - Time limits at any step can be extended if all parties to the jurisdictional dispute mutually agree in writing.
 - All parties to a jurisdictional dispute can mutually agree to waive the time limits in steps (a) and (b) and proceed directly to an expedited arbitration hearing.
- (d) In rendering his decision, the Arbitrator shall determine:
- (1) First whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between the National or International Unions to the dispute governs;
 - (2) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, he shall then consider whether there is a previous decision of record governing the case;
 - (3) If the Arbitrator finds that a previous decision of record governs the case, the Arbitrator shall apply the decision of record in rendering his decision except under the following circumstances. After notice to the other parties to the dispute prior to the hearing that it intends to challenge the decision of record, if a trade challenging the decision of record is able to demonstrate that the recognized and established prevailing practice in the locality of the work has been contrary to the applicable decision of record, and that historically in that locality the work in dispute has not been performed by the other craft or crafts, the Arbitrator may rely on such prevailing practice rather than the decision of record. If the craft relying on the decision of record demonstrates that it has performed the work in dispute in the locality of the job, then the Arbitrator shall apply the decision of record in rendering his decision. If the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wagers or by the use of vertical agreements, the Arbitrator shall rely on the decision of record rather than the prevailing practice in the locality.
 - (4) If no decision of record is applicable, the Arbitrator shall then consider the established trade practice in the industry and prevailing practice in the locality; and

- (5) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interest of the consumer or the past practice of the employer shall not be ignored.

The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute.

- (6) Agreements of record are applicable only to the party's signatory to such agreements. Decisions of record are applicable to all trades.
- (7) The Arbitrator is not authorized to award back pay or any other damages for a mis-assignment of work. Nor may any party bring an independent action for back pay or any other damages, based upon a decision of an Arbitrator.

6.3 The signatory parties to this Agreement agree that jurisdictional disputes cannot and shall not interfere with the efficient and continuous operations required for the successful application of this Agreement. In the event a dispute arises, the Contractor's assignment shall be followed until the dispute is resolved.

6.4 Equipment or material delivered to the job site will be unloaded promptly without regard to jurisdictional disputes which will be handled as per the provisions of this Agreement. The Contractor will supply the Union with delivery schedules, allowing as much time as possible to insure the appropriate crafts will be available to unload the materials or equipment.

6.5 All signatory affiliates agree that upon request, a representative shall be assigned without delay to attempt a settlement in the event of a question on assignments.

ARTICLE VII - WORK STOPPAGES AND LOCKOUTS

7.1 During the term of this PLA, no Union or any of its members, officers, stewards, employees, agents or representatives shall instigate, support, sanction, maintain, or participate in any strike, picketing, walkout, work stoppage, slow down or other activity that interferes with the routine and timely prosecution of work at the Project site or at any other contractor's or supplier's facility that is necessary to performance of work at the Project site. Hand billing at the Project site during the designated lunch period and before commencement or following conclusion of the established standard workday shall not, in itself, be deemed an activity that interferes with the routine and timely prosecution of work on the Project.

- 7.2 Should any activity prohibited by paragraph 7.1 of this Article occur, the Union shall undertake all steps reasonably necessary to promptly end such prohibited activities. No Union complying with its obligations under this Article shall be liable for acts of employees for which it has no responsibility or for the unauthorized acts of employees it represents. Any employee who participates in or encourages any activity prohibited by paragraph 7.1 shall be immediately suspended from all work on the Project for a period equal to the greater of (a) 60 days; or (b) the maximum disciplinary period allowed under the applicable collective bargaining agreement for engaging in comparable unauthorized or prohibited activity.
- 7.3 During the term of this PLA, the Prime Contractor and its Subcontractors shall not engage in any lockout at the Project site of employees covered by this Agreement.
- 7.4 Upon notification of violations of this Article, the principal officer or officers of the local area Building and Construction Trades Council, and the Illinois AFL-CIO Statewide Project Labor Agreement Committee as appropriate, will immediately instruct, order and use their best efforts to cause the affiliated union or unions to cease any violations of this Article. A Trades Council and the Committee otherwise in compliance with the obligations under this paragraph shall not be liable for unauthorized acts of its affiliates.
- 7.5 In the event that activities in violation of this Article are not immediately halted through the efforts of the parties, any aggrieved party may invoke the special arbitration provisions set forth in paragraph 7.6 of this Article.
- 7.6 Upon written notice to the other involved parties by the most expeditious means available, any aggrieved party may institute the following special arbitration procedure when a breach of this Article is alleged:
- 7.6.A The party invoking this procedure shall notify the individual designated as the Permanent Arbitrator pursuant to Article III of the nature of the alleged violation; such notice shall be by the most expeditious means possible. The initiating party may also furnish such additional factual information as may be reasonably necessary for the Permanent Arbitrator to understand the relevant circumstances. Copies of any written materials provided to the arbitrator shall also be contemporaneously provided by the most expeditious means possible to the party alleged to be in violation and to all other involved parties.
- 7.6.B Upon receipt of said notice the Permanent Arbitrator shall set and hold a hearing within twenty-four (24) hours if it is contended the violation is ongoing, but not before twenty-four (24) hours after the written notice to all parties involved as required above.
- 7.6.C The Permanent Arbitrator shall notify the parties by facsimile or any other effective written means, of the place and time chosen by the Permanent Arbitrator for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Permanent Arbitrator.

7.6.D The sole issue at the hearing shall be whether a violation of this Article has, in fact, occurred. An Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Permanent Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.

7.6.E Such Award may be enforced by any court of competent jurisdiction upon the filing of the Award and such other relevant documents as may be required. Facsimile or other hardcopy written notice of the filing of such enforcement proceedings shall be given to the other relevant parties. In a proceeding to obtain a temporary order enforcing the Permanent Arbitrator's Award as issued under this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Permanent Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

7.7 Individuals found to have violated the provisions of this Article are subject to immediate termination. In addition, IDOT reserves the right to terminate this PLA as to any party found to have violated the provisions of this Article.

7.8 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.

7.9 The fees and expenses of the Permanent Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

ARTICLE VIII – MISCELLANEOUS

8.1 If any Article or provision of this PLA shall be declared invalid, inoperative or unenforceable by operation of law or by final non-appealable order of any tribunal of competent jurisdiction, such provision shall be deemed severed or limited, but only to the extent required to render the remaining provisions of this PLA enforceable consistent with the intent of the parties. The remainder of this PLA or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

8.2 The term of this PLA shall commence as of and from the date of the notice of award to the Prime Contractor and shall end upon final acceptance by IDOT of all work on the Project by the parties hereto.

- 8.3 This PLA may not be changed or modified except by the subsequent written agreement of the parties. All parties represent that they have the full legal authority to enter into this PLA. This PLA may be executed by the parties in one or more counterparts.
- 8.4 Any liability arising out of this PLA shall be several and not joint. IDOT shall not be liable to any person or other party for any violation of this PLA by any other party, and no Contractor or Union shall be liable for any violation of this PLA by any other Contractor or Union.
- 8.5 The failure or refusal of a party to exercise its rights hereunder in one or more instances shall not be deemed a waiver of any such rights in respect of a separate instance of the same or similar nature.

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Execution Page

Illinois Department of Transportation

Christine M. Reed, P.E., Director of Highways

Ann Schneider, Director Finance & Administration

Ellen Schanzle-Haskins, Chief Counsel

Gary Hannig, Secretary

(Date)

Illinois AFL-CIO Statewide Project Labor Agreement Committee, representing the local unions listed below:

(Date)

List Union Locals:

**** RETURN WITH BID ****

Exhibit A – Contractor Letter of Assent

(Date)

To All Parties:

In accordance with the terms and conditions of the contract for Construction Work on [Contract 76E09], this Letter of Assent hereby confirms that the undersigned Prime Contractor or Subcontractor agrees to be bound by the terms and conditions of the Project Labor Agreement established and entered into by the Illinois Department of Transportation in connection with said Project.

It is the understanding and intent of the undersigned party that this Project Labor Agreement shall pertain only to the identified Project. In the event it is necessary for the undersigned party to become signatory to a collective bargaining agreement to which it is not otherwise a party in order that it may lawfully make certain required contributions to applicable fringe benefit funds, the undersigned party hereby expressly conditions its acceptance of and limits its participation in such collective bargaining agreement to its work on the Project.

(Authorized Company Officer)

(Company)

**** RETURN WITH BID ****

04/11/2010
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STATE OF ILLINOIS

DEPARTMENT OF TRANSPORTATION

PLANS FOR PROPOSED (RELOCATED I-70) FAP ROUTE 998

SECTION 82-1DM-1 ST. CLAIR COUNTY C-98-096-10

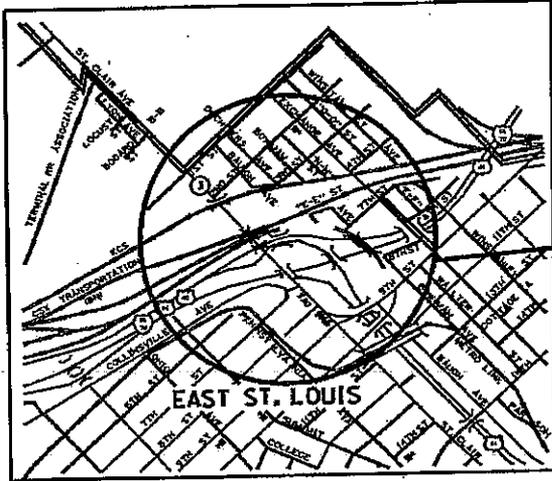
RELOC. I-70 DEMOLITION AT 4 LOCATIONS

FOR INDEX OF SHEETS SEE SHEET NO. 2



LOCATION OF SECTION INDICATED THUS ■

R 9 W



T 2 N



D-98-075-10

PROJECT LOCATION
SECTION 82-1DM-1

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

LOCATION MAP

Building #1 (X: 38.63688, Y:-90.15007)
Building #2 (X: 38.63158, Y:-90.14179)
Buildings #3-9 (X: 38.6361, Y:-90.1481)

SUBMITTED May 13, 2010

Mary C Jamie
DEPUTY DIRECTOR OF HIGHWAYS
REGION FIVE ENGINEER

PASSED _____

ENGINEER OF DESIGN & ENVIRONMENT

APPROVED _____

DIRECTOR, DIVISION OF HIGHWAYS

PROJECT ENGINEER: MICHAEL PRITCHETT (618) 346-3180
SQUAD LEADER: CHAD SANDERS (618) 346-3191

CONTRACT NO. 76E09

PRINTED BY THE AUTHORITY OF THE STATE OF ILLINOIS
PLOT DATE: 5/11/2010

INDEX OF SHEETS

TOTAL SHEETS	SHEET NO.
20	2
CONTRACT NO. 76E09	

1. COVER SHEET
2. INDEX OF SHEETS AND GENERAL NOTES
3. GENERAL LOCATION MAP
- 4-7. DETAILED LOCATION MAPS
- 8-9. SUMMARY OF QUANTITIES
- 10-12. BUILDING REMOVAL KEY
- 13-16. PARCEL DETAILS
- 17-18. REMOVAL DETAILS
- 19-20. REMOVAL SCHEDULE

STANDARDS

701001-02 701006-03 701101-02 701601-06 701701-06

GENERAL NOTES

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 :

- AMEREN CIPS (ELECTRIC)
- AMEREN IP (GAS)
- AT&T ILLINOIS (COMMUNICATIONS)
- CITY OF EAST ST. LOUIS (SAN. SEWER)
- ILLINOIS AMERICAN WATER CO. (WATER)
- METRO (COMMUNICATIONS)
- PAETEC (COMMUNICATIONS)
- OWEST SOLUTIONS CENTER (COMMUNICATIONS)

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

DURING THE BUILDING REMOVAL, NO SOIL SHALL BE DISTURBED DURING THE REMOVAL PROCESS. ALL REMOVAL OPERATIONS SHALL BE CONFINED TO AREAS WITH CONCRETE OR BITUMINOUS SURFACE TREATMENTS.

THE PERIMETER EROSION BARRIER IS TO BE PLACED AROUND PERIMETER OF EACH LOCATION.

LOCATION NO. 4, BUILDING NO. 9, WILL REQUIRE A RIGHT-OF-ENTRY PERMIT FROM KANSAS CITY SOUTHERN RAILROAD. NO ADDITIONAL COMPENSATION WILL BE MADE FOR OBTAINING THE PERMIT. SEE SPECIAL PROVISIONS FOR DETAILS.

THE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTAINING ENTRANCES/ EXITS TO EACH SITE, AS WELL AS CLEANING OF THE ROADS LEADING TO SAID ENTRANCES/ EXITS TO EACH LOCATION. NO COMPENSATION WILL BE MADE FOR THIS WORK.

THE POOL CAVITY SHALL BE FILLED BACK TO EXISTING GRADE WITH ACCEPTABLE FILL ACCORDING TO STANDARD SPECIFICATION ARTICLE 205.06. THIS COST IS TO BE INCLUDED IN THE POOL REMOVAL OF THAT NUMBER AND NO ADDITIONAL COMPENSATION WILL BE MADE.

THE ENVIRONMENTAL STUDIES MANAGER, JENNIFER HUNT, MUST BE CONTACTED AT 618-346-3156 TWO WEEKS PRIOR TO ANY WORK BEING CONDUCTED, IN ORDER FOR ARRANGEMENTS TO BE MADE TO HAVE AN ARCHAEOLOGIST ON THE SITE DURING FOUNDATION AND BUILDING REMOVAL.

POOL LOCATED AT LOCATION NO. 2 IS FILLED WITH STONE DUMPED RIP-RAP. THIS ROCK REMAINS THE PROPERTY OF THE DEPARTMENT AND SHALL BE TRANSPORTED TO THE DEPARTMENT'S YARD AT EXCHANGE AVE. & 7TH ST. IN EAST ST. LOUIS. CONTRACTOR MUST CONTACT CRAIG POETTKER AT 618-346-3279 FOR STOCKPILE COORDINATION AT IDOT MAINTENANCE YARD.

INDEX OF SHEETS AND GENERAL NOTES

FAP ROUTE 998
SECTION 82-1DM-1
ST. CLAIR COUNTY

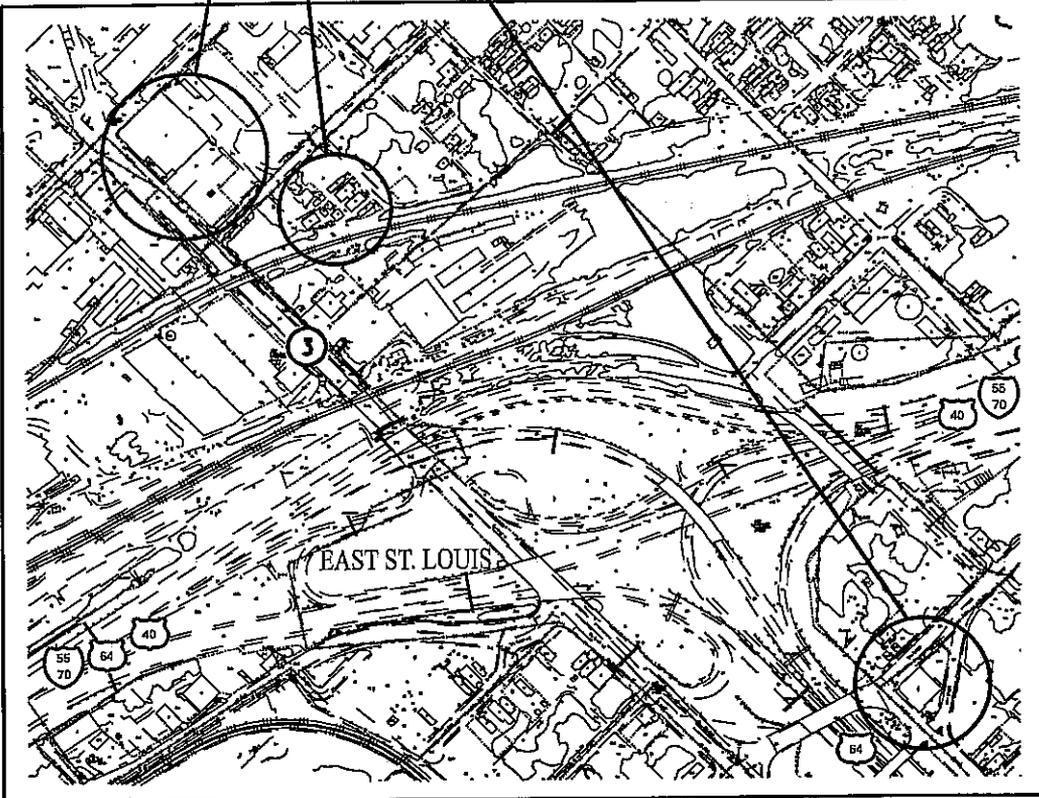
PLOT DATE: 5/14/2010

TOTAL SHEETS	SHEET NO.
20	3
CONTRACT NO. 76E09	

SECTION 82-1DM-1
(4 LOCATIONS)



LOC. #1 LOC. #2
LOC. #3 & 4



GENERAL LOCATION MAP
EAST ST. LOUIS, ILLINOIS

LOCATION #1
101 ST. CLAIR AVE.
EAST ST. LOUIS, IL 62201

LOCATION #4
204 BAUGH AVE.
EAST ST. LOUIS, IL 62201

LOCATION #2
901 BAUGH AVE.
EAST ST. LOUIS, IL 62201

LOCATION #3
204 BAUGH AVE.
EAST ST. LOUIS, IL 62201

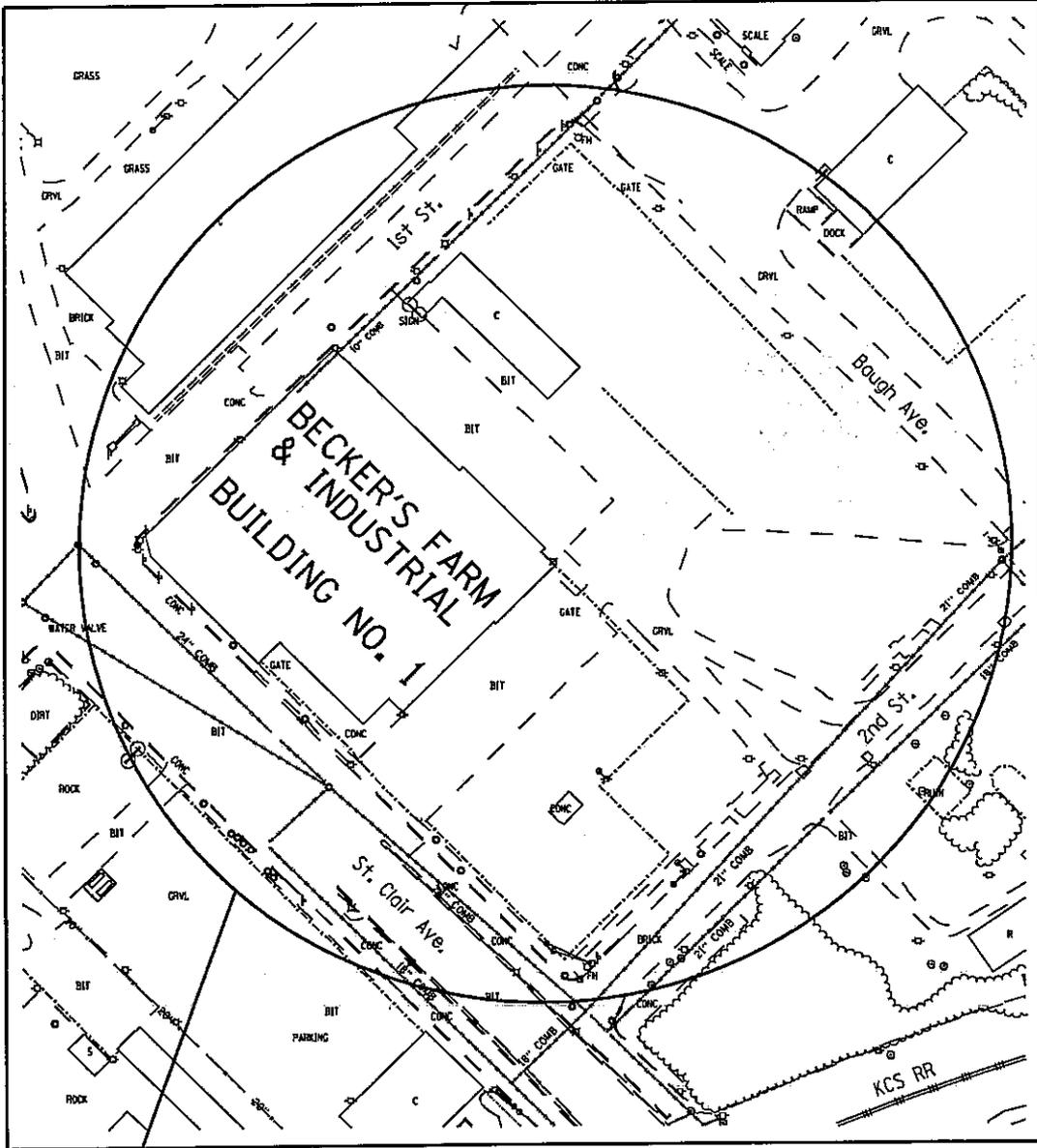
GENERAL LOCATION MAP

FAP ROUTE 998
SECTION 82-1DM-1
ST. CLAIR COUNTY

DATE
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PLOT DATE: 5/14/2010

TOTAL SHEETS	SHEET NO.
20	4
CONTRACT NO. 76E09	

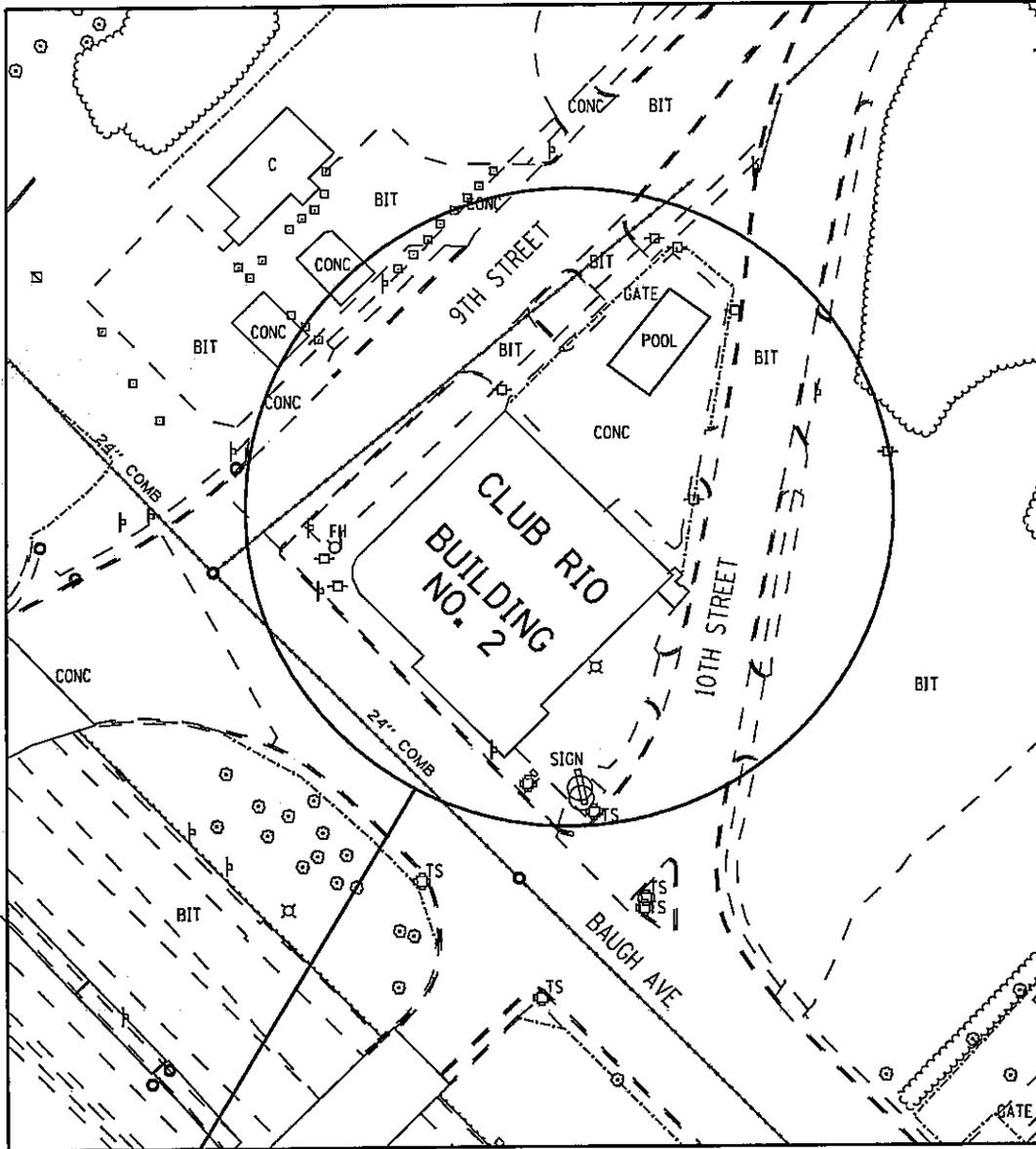


PARCEL 8826201
 (BUILDING NO. 1)
 EAST ST. LOUIS, IL

DETAILED LOCATION MAP
 LOCATION NO. 1
 FAP ROUTE 998
 SECTION 82-1DM-1
 ST. CLAIR COUNTY
 PLOT DATE: 5/14/2010

DATE
 5/14/2010
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TOTAL SHEETS	SHEET NO.
20	5
CONTRACT NO. 76E09	



PARCEL 8826279
 (BUILDING NO. 2)
 EAST ST. LOUIS, IL

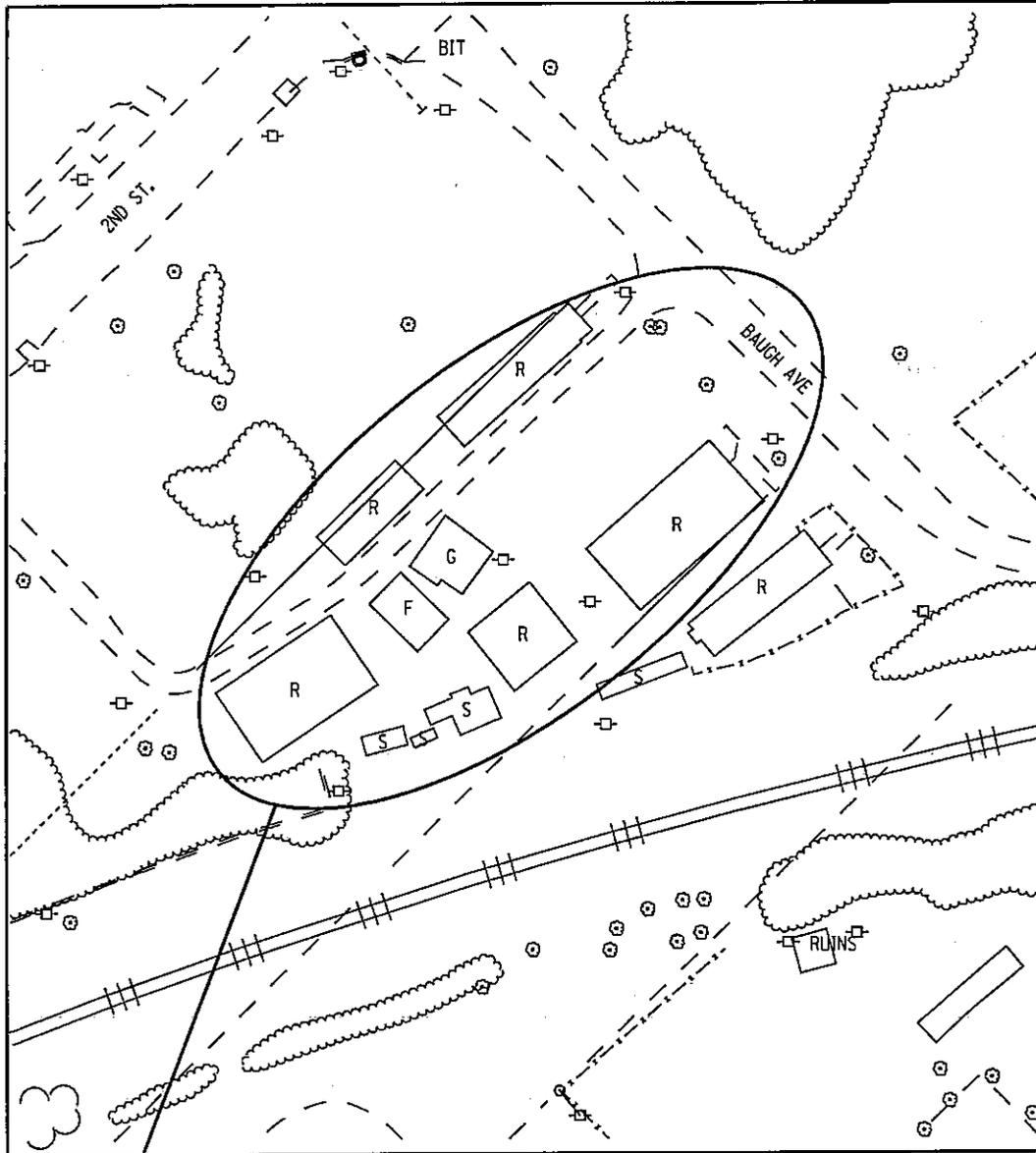
DETAILED LOCATION MAP
 LOCATION NO. 2

FAP ROUTE 998
 SECTION 82-1DM-1
 ST. CLAIR COUNTY

PLOT DATE: 5/14/2010

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TOTAL SHEETS	SHEET NO.
20	6
CONTRACT NO. 76E09	



PARCEL 8826207
 (BUILDINGS NO. 3-8)
 EAST ST. LOUIS, IL

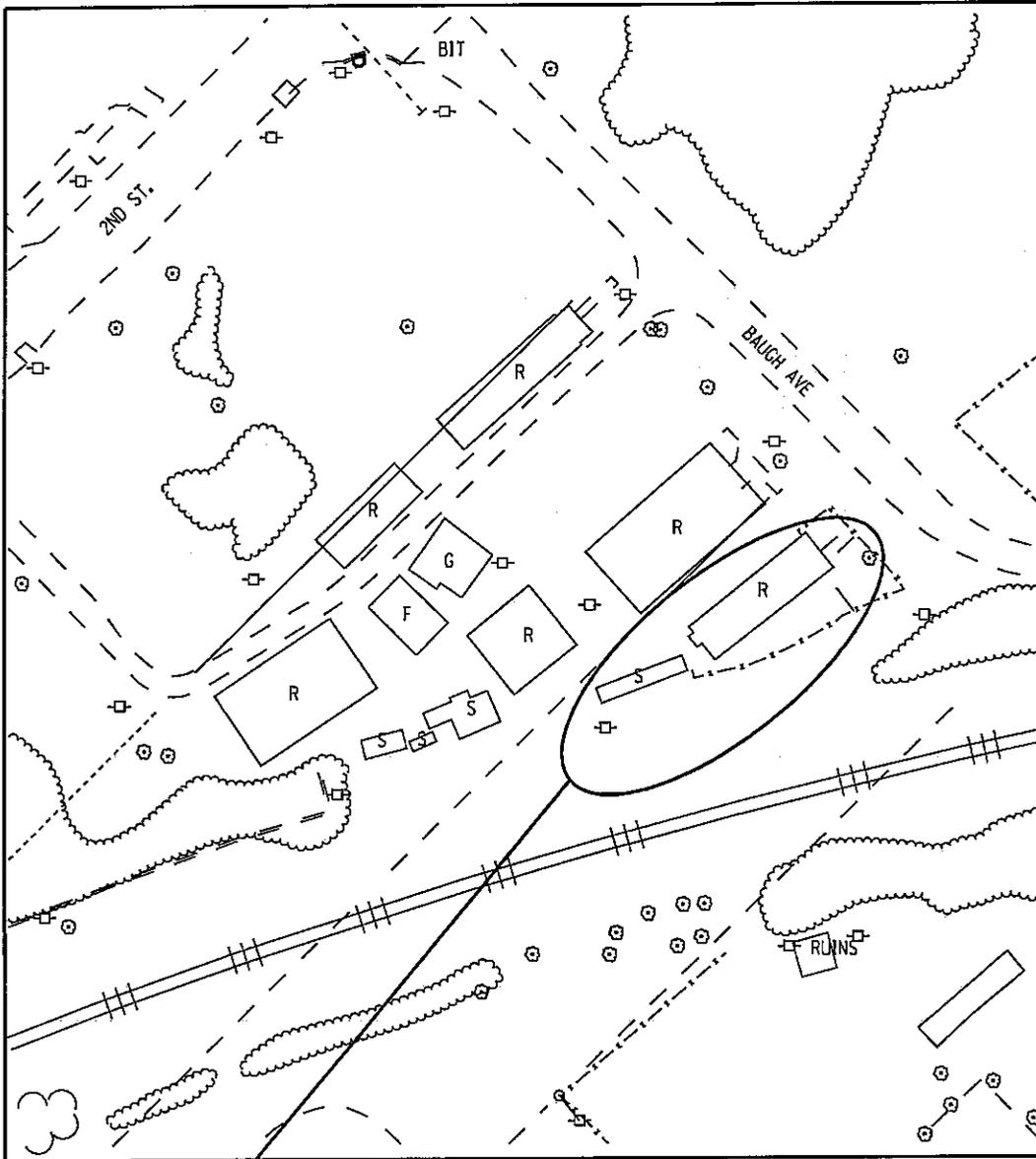
DETAILED LOCATION MAP
 LOCATION NO. 3

FAP ROUTE 998
 SECTION 82-1DM-1
 ST. CLAIR COUNTY

PLOT DATE: 5/14/2010

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TOTAL SHEETS	SHEET NO.
20	7
CONTRACT NO. 76E09	



PARCEL 8826208
 (BUILDING NO. 9)
 EAST ST. LOUIS, IL

DETAILED LOCATION MAP
 LOCATION NO. 4

FAP ROUTE 998
 SECTION 82-1DM-1
 ST. CLAIR COUNTY

PLOT DATE: 5/14/2010

DATE: 5/14/2010
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SUMMARY OF QUANTITIES

TOTAL SHEETS	SHEET NO.
20	8
CONTRACT NO.: 76E09	

CODE NO	ITEM	UNIT	100% STATE URBAN Y004
			TOTAL QUANTITIES
25000200	SEEDING, CLASS 2	ACRE	5.75
25100115	MULCH, METHOD 2	ACRE	5.75
67000400	ENGINEER'S FIELD OFFICE, TYPE A	CAL MO	3
67100100	MOBILIZATION	L SUM	1
28000400	PERIMETER EROSION BARRIER	FOOT	3720
X0326390	CONCRETE SLAB REMOVAL	SQ YD	425
XXD07562	SIGN REMOVAL, <i>SPECIAL</i>	L SUM	1
44000100	PAVEMENT REMOVAL	SQ YD	3355
Z0022800	FENCE REMOVAL	FOOT	1210
Z0007601	BUILDING REMOVAL NO. 1	L SUM	1
Z0007602	BUILDING REMOVAL NO. 2	L SUM	1
Z0007603	BUILDING REMOVAL NO. 3	L SUM	1
Z0007604	BUILDING REMOVAL NO. 4	L SUM	1
Z0007605	BUILDING REMOVAL NO. 5	L SUM	1
Z0007606	BUILDING REMOVAL NO. 6	L SUM	1
Z0007607	BUILDING REMOVAL NO. 7	L SUM	1
Z0007608	BUILDING REMOVAL NO. 8	L SUM	1
Z0007609	BUILDING REMOVAL NO. 9	L SUM	1
Z0048665	RAILROAD PROTECTIVE LIABILITY INSURANCE	L SUM	1

SUMMARY OF QUANTITIES

FAP ROUTE 998
SECTION 82-1DM-1
ST. CLAIR COUNTY

PLOT DATE: 5/14/2010

DATE
5/14/2010
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SUMMARY OF QUANTITIES

TOTAL SHEETS	SHEET NO.
20	9
CONTRACT NO. 76E09	

			100% STATE URBAN Y004
CODE NO	ITEM	UNIT	TOTAL QUANTITIES
* Z0049801	REMOVAL AND DISPOSAL OF FRIABLE ASBESTOS, BUILDING NO. 1	L SUM	1
* Z0049901	REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 1	L SUM	1
* Z0049902	REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 2	L SUM	1
* Z0049903	REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 3	L SUM	1
* Z0049904	REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 4	L SUM	1
* Z0049905	REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 5	L SUM	1
* Z0049907	REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 7	L SUM	1
* Z0049908	REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 8	L SUM	1
* Z0049909	REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 9	L SUM	1
XX001758	WOOD FENCE REMOVAL	FOOT	238
X0326972	POOL REMOVAL	L SUM	1

* SPECIALTY ITEM

SUMMARY OF QUANTITIES

FAP ROUTE 998
SECTION 82-1DM-1
ST. CLAIR COUNTY

PLOT DATE: 5/14/2010

BUILDING REMOVAL KEY

BUILDING NO.	PARCEL NO.	DESCRIPTION
1.	8826201	36,500 SQ. FT. ONE-STORY WOOD AND MASONRY STRUCTURE WITH A BUILT-UP ROOF AND BRICK EXTERIOR. THREE SECTIONS TO THE BUILDING: THE ORIGINAL BUILDING, A WAREHOUSE, & THE BOILER ROOM/ RESTROOM ADDITION. THE HEATING, VENTILATION, & AIR CONDITIONING (HVAC) SYSTEM IN THE ORIGINAL BUILDING IS FORCED-AIR SYSTEM OPERATED BY NATURAL GAS. INTERIOR WALLS ARE DRYWALL & WOOD. FLOORS ARE CONCRETE.
2.	8826279	6,400 SQ. FT. TWO-STORY COMMERCIAL BUILDING WITH A MEZZANINE & A FLAT, BUILT-UP ROOF. THE HVAC SYSTEM IS A GAS, FORCED-AIR SYSTEM. THE WALLS ARE DRYWALL. THE CEILINGS ARE TEXTURED PLASTER. THE FLOORS ARE VINYL FLOOR TILE, CARPETING, & CERAMIC TILE ON A CONCRETE SUBFLOOR. THE BASEMENT HAS CONCRETE FLOORS & WALLS.
3.	8826207	1,080 SQ. FT. ONE-STORY RESIDENTIAL, BLOCK BUILDING
4.	8826207	2,128 SQ. FT. ONE-STORY RESIDENTIAL, BRICK BUILDING

BUILDING REMOVAL KEY

FAP ROUTE 998
SECTION 82-1DM-1
ST. CLAIR COUNTY

PLOT DATE: 5/14/2010

TOTAL SHEETS	SHEET NO.
20	11
CONTRACT NO. 76E09	

BUILDING REMOVAL KEY

BUILDING NO.	PARCEL NO.	DESCRIPTION
5.	8826207	500 SQ. FT. TWO-STORY RESIDENTIAL, BLOCK BUILDING
6.	8826207	500 SQ. FT. ONE-STORY GARAGE, BLOCK BUILDING 382 SQ. FT. BLOCK FOUNDATION BEHIND BUILDING
7.	8826207	1,000 SQ. FT. ONE-STORY RESIDENTIAL, BLOCK BUILDING 116 SQ. FT. ONE-STORY WOOD SHED 40 SQ. FT. ONE-STORY WOOD SHED 50 SQ. FT. ONE-STORY CONCRETE BLOCK SHED 169 SQ. FT. ONE-STORY CONCRETE BLOCK SHED

BUILDING REMOVAL KEY

FAP ROUTE 998
SECTION 82-1DM-1
ST. CLAIR COUNTY

PLOT DATE: 5/14/2010

DATE: 5/14/2010
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TOTAL SHEETS	SHEET NO.
20	12
CONTRACT NO. 76E09	

BUILDING REMOVAL KEY

BUILDING NO.	PARCEL NO.	DESCRIPTION
8.	8826207	1,800 SQ. FT. ONE-STORY RESIDENTIAL, BRICK BUILDING
9.	8826208	970 SQ. FT. ONE-STORY RESIDENTIAL, BLOCK BUILDING 181 SQ. FT. ONE-STORY WOOD SHED

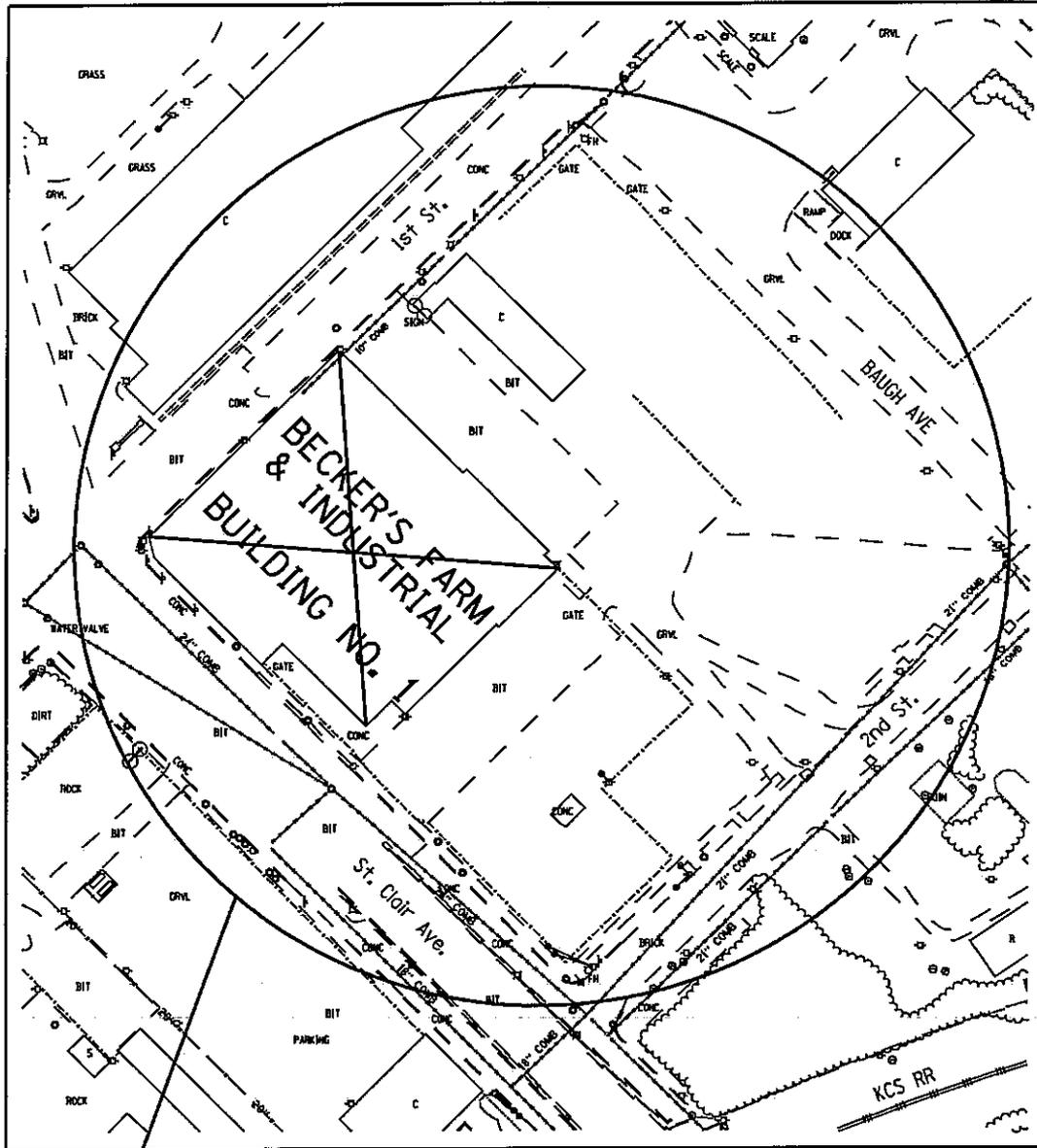
BUILDING REMOVAL KEY

FAP ROUTE 998
SECTION 82-1DM-1
ST. CLAIR COUNTY

PLOT DATE: 5/14/2010

DATE
5/14/2010
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TOTAL SHEETS	SHEET NO.
20	13
CONTRACT NO. 76E09	



BUILDING REMOVAL NO. 1

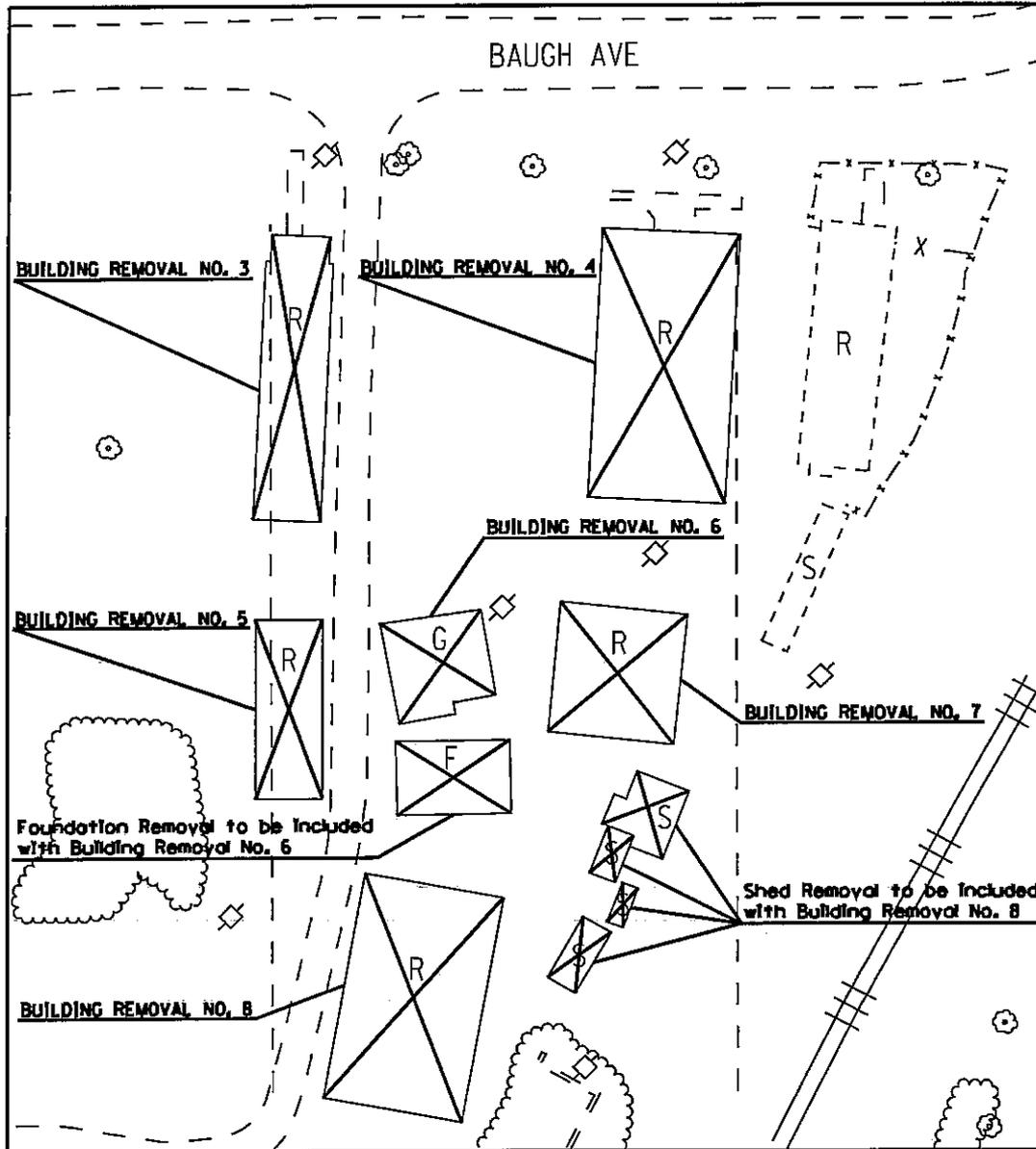
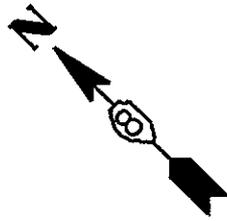
PARCEL 8826201
 101 ST. CLAIR AVE.
 EAST ST. LOUIS, IL 62201

**PARCEL DETAIL
 LOCATION NO. 1**

FAP ROUTE 998
 SECTION 82-1DM-1
 ST. CLAIR COUNTY

PLOT DATE: 5/14/2010

DATE: 5/14/2010
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BUILDING REMOVAL NO. 3-8

PARCEL 8826207
 204 BAUGH AVE.
 EAST ST. LOUIS, IL 62201

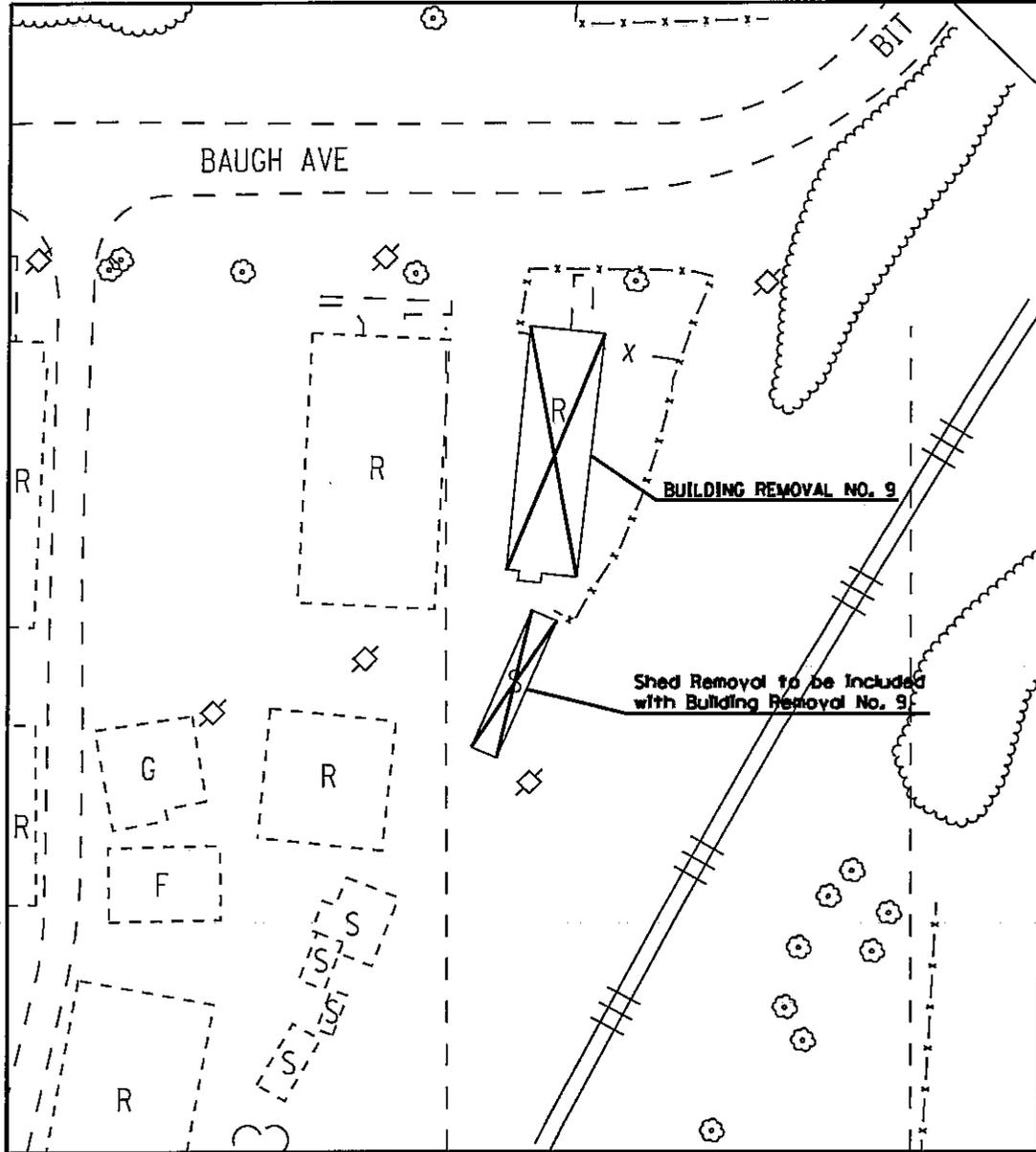
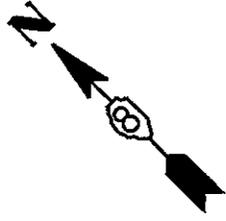
**PARCEL DETAIL
 LOCATION NO. 3**

FAP ROUTE 998
 SECTION 82-1DM-1
 ST. CLAIR COUNTY

PLOT DATE: 5/14/2010

DATE: 5/14/2010
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TOTAL SHEETS	SHEET NO.
20	16
CONTRACT NO. 76E09	



BUILDING REMOVAL NO. 9

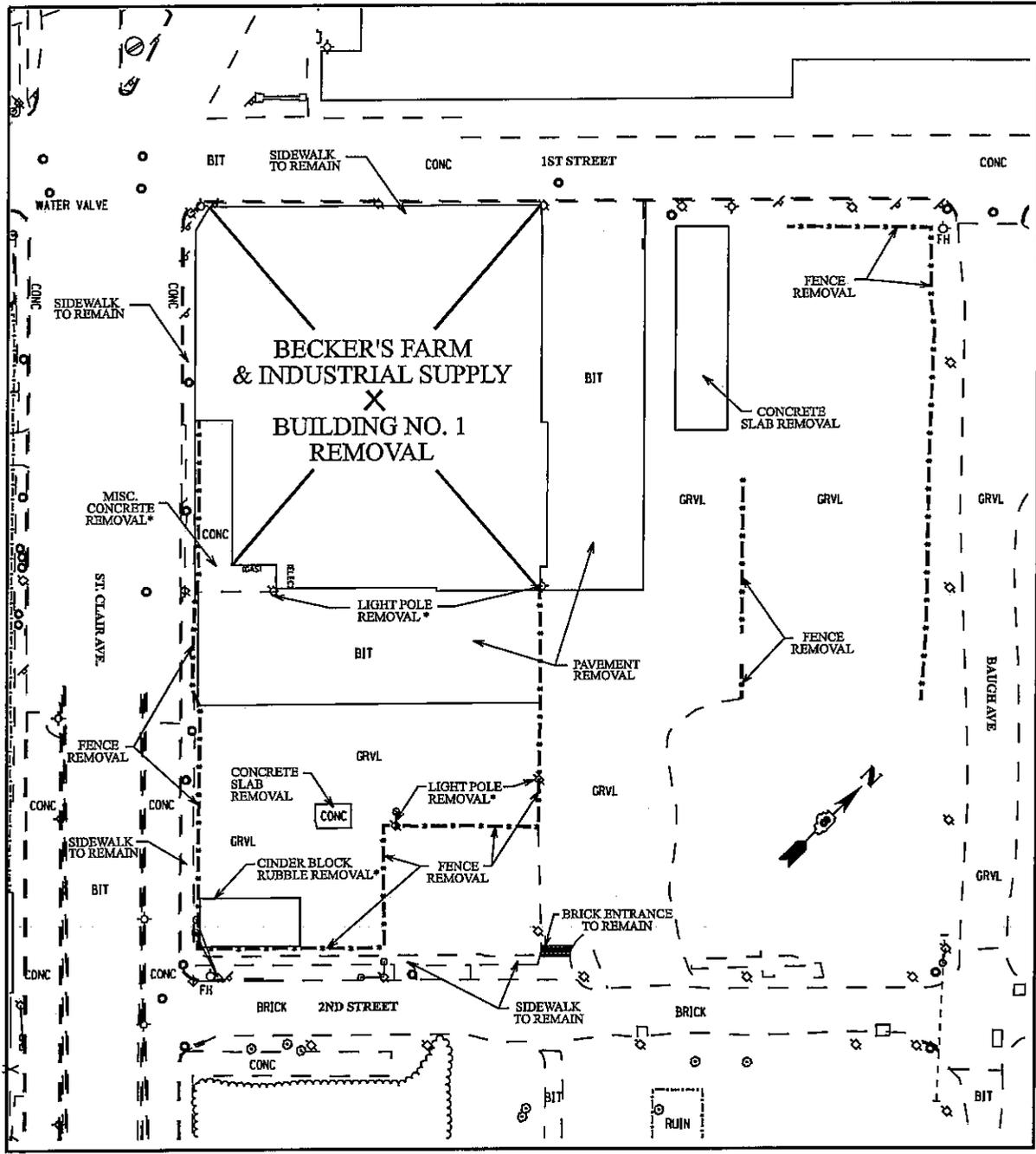
PARCEL 8826208
 204 BAUGH AVE.
 EAST ST. LOUIS, IL 62201

**PARCEL DETAIL
 LOCATION NO. 4**

FAP ROUTE 998
 SECTION 82-1DM-1
 ST. CLAIR COUNTY

PLOT DATE: 5/14/2010

DATE: 5/14/2010
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NOTES:

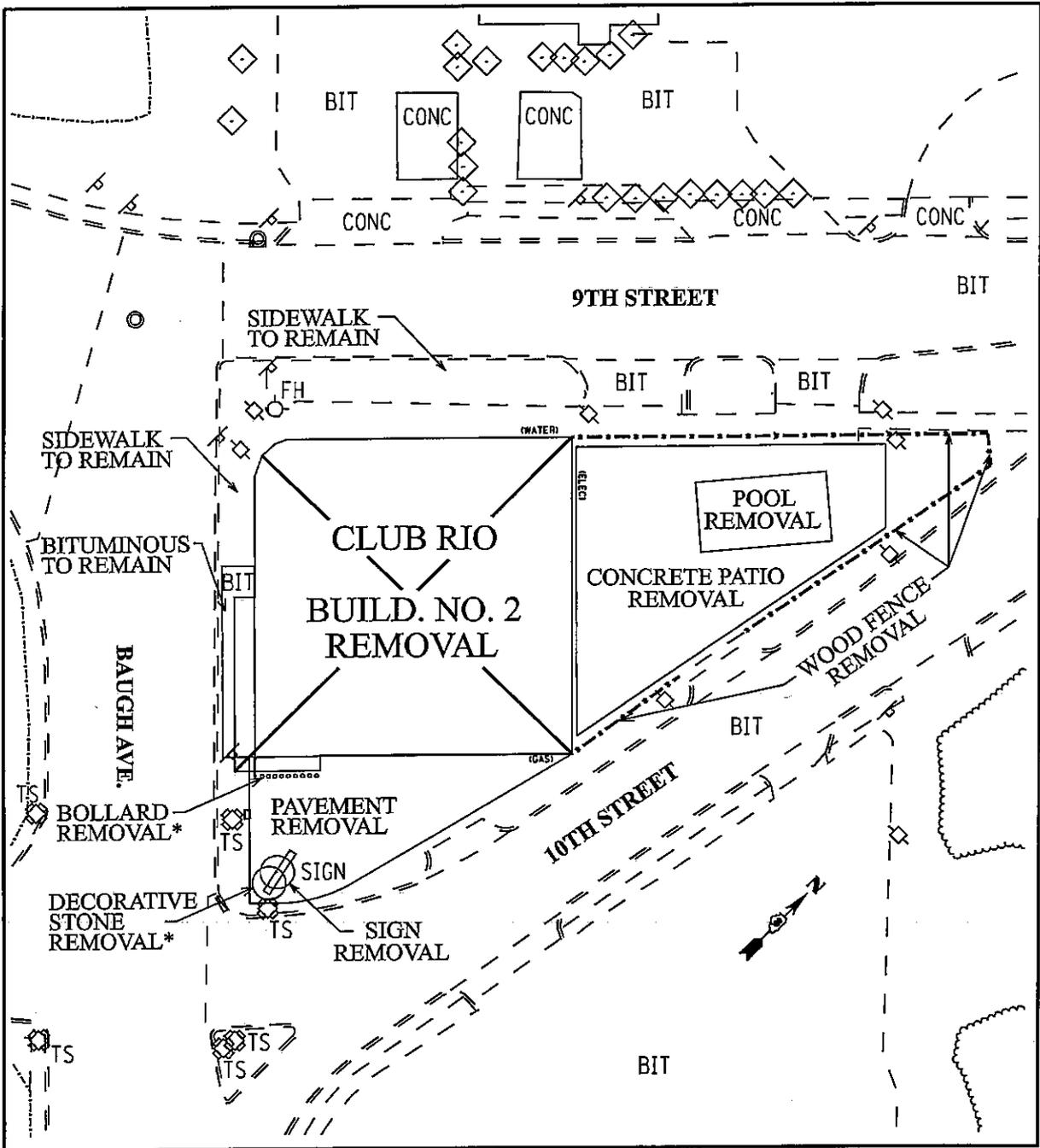
1. PERIMETER SIDEWALKS TO REMAIN IN PLACE.
- * NOTES ITEMS TO BE INCLUDED IN COST OF BUILDING REMOVAL.

**REMOVAL DETAIL
BUILDING NO. 1**

FAP ROUTE 998
SECTION 82-1DM-1
ST. CLAIR COUNTY

PLOT DATE: 5/14/2010

***DATE**
 5/14/2010
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NOTES:

1. PERIMETER SIDEWALKS TO REMAIN IN PLACE.
 2. CONCRETE PATIO REMOVAL INCLUDED IN POOL REMOVAL
- * NOTES ITEMS TO BE INCLUDED IN COST OF BUILDING REMOVAL.

**REMOVAL DETAIL
BUILDING NO. 2**

FAP ROUTE 998
SECTION 82-1DM-1
ST. CLAIR COUNTY

DATE
5/14/2010
c:\p\work\p\p\DOT\VF\CECD\0168852\076e09-shr.pln.dgn

Plot Date: 5/14/2010

FENCE REMOVAL SCHEDULE			
BLDG. NO.	DESCRIPTION	LOCATION	LENGTH
1	CHAIN LINK FENCE/ PANEL WIRE FENCE WITH BARBED WIRE	ST. CLAIR AVE./ SOUTHWEST SIDE OF LOT	310 FT.
1	CHAIN LINK FENCE WITH BARBED WIRE	2ND ST./ SOUTHEAST SIDE OF LOT	108 FT.
1	CHAIN LINK FENCE WITH BARBED WIRE	NORTHEAST SIDE OF LOT	70 FT.
1	CHAIN LINK FENCE WITH BARBED WIRE	SOUTHEAST SIDE OF LOT	88 FT.
1	CHAIN LINK FENCE/ PANEL WIRE FENCE WITH BARBED WIRE/ MISC. GATES	NORTHEAST SIDE OF LOT	150 FT.
1	CHAIN LINK FENCE INCLUDING GATES	IN PARKING AREA	128 FT.
1	CHAIN LINK FENCE INCLUDING GATES	1ST ST. AND BAUGH AVE. ALONG NORTH SIDE OF PROPERTY	356 FT.
TOTAL			1,210 FT.

WOOD FENCE REMOVAL SCHEDULE			
BLDG. NO.	DESCRIPTION	LOCATION	LENGTH
2	WOOD FENCE	NORTHWEST SIDE OF POOL AREA	95 FT.
2	WOOD FENCE	NORTH SIDE OF POOL AREA	10 FT.
2	WOOD FENCE	EAST SIDE OF POOL AREA	133 FT.
TOTAL			238 FT.

PAVEMENT REMOVAL SCHEDULE			
BLDG. NO.	DESCRIPTION	LOCATION	AREA (SQ. YDS.)
1	BITUMINOUS	NORTHEAST OF BUILDING	1,500
1	BITUMINOUS	SOUTHEAST OF BUILDING	1,602
2	BITUMINOUS	SOUTHEAST OF BUILDING	253
TOTAL			3,355

QUANTITY SCHEDULE

FAP ROUTE 998
SECTION 82-1DM-1
ST. CLAIR COUNTY

PLOT DATE: 5/14/2010

ILLINOIS DEPARTMENT OF LABOR

PREVAILING WAGES FOR ST. CLAIR COUNTY EFFECTIVE JULY 2010

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

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

Saint Clair County Prevailing Wage for July 2010

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		BLD		27.150	27.650	1.5	1.5	2.0	5.350	8.850	0.000	0.800
ASBESTOS ABT-MEC		BLD		26.610	27.610	1.5	1.5	2.0	5.250	2.500	0.000	0.250
BOILERMAKER		BLD		31.500	34.000	1.5	1.5	2.0	6.820	11.43	1.500	0.350
BRICK MASON		BLD		28.260	30.080	1.5	1.5	2.0	6.400	9.430	2.000	0.500
CARPENTER		ALL		33.230	34.730	1.5	1.5	2.0	6.050	5.750	0.000	0.350
CEMENT MASON		ALL		29.250	30.250	1.5	1.5	2.0	7.250	10.00	0.000	0.200
CERAMIC TILE FNSHER		BLD		25.390	0.000	1.5	1.5	2.0	5.650	5.110	0.000	0.440
ELECTRIC PWR EQMT OP		ALL		34.000	0.000	1.5	2.0	2.0	5.170	9.520	0.000	0.260
ELECTRIC PWR GRNDMAN		ALL		25.380	0.000	1.5	2.0	2.0	3.860	7.110	0.000	0.190
ELECTRIC PWR LINEMAN		ALL		39.090	40.980	1.5	2.0	2.0	5.940	10.95	0.000	0.290
ELECTRIC PWR TRK DRV		ALL		27.750	0.000	1.5	2.0	2.0	4.220	7.770	0.000	0.210
ELECTRICIAN		ALL		36.020	38.180	1.5	1.5	2.0	5.940	7.380	0.000	0.540
ELECTRONIC SYS TECH		BLD		29.120	30.870	1.5	1.5	2.0	2.800	6.870	0.000	0.250
ELEVATOR CONSTRUCTOR		BLD		40.945	46.060	2.0	2.0	2.0	10.03	9.460	2.460	0.000
FLOOR LAYER		BLD		28.930	29.680	1.5	1.5	2.0	6.050	5.750	0.000	0.350
GLAZIER		BLD		31.460	0.000	2.0	2.0	2.0	9.020	9.300	2.520	0.310
HT/FROST INSULATOR		BLD		34.760	35.760	1.5	1.5	2.0	6.250	9.860	0.000	0.500
IRON WORKER		ALL		29.350	30.850	1.5	1.5	2.0	6.360	10.95	0.000	0.420
LABORER	N	ALL		26.650	27.150	1.5	1.5	2.0	5.350	8.850	0.000	0.800
LABORER	S	ALL		24.900	25.400	1.5	1.5	2.0	5.450	10.50	0.000	0.800
MACHINIST		BLD		42.770	44.770	1.5	1.5	2.0	7.750	8.690	0.650	0.000
MARBLE FINISHERS		BLD		25.390	0.000	1.5	1.5	2.0	5.650	5.110	0.000	0.440
MARBLE MASON		BLD		28.260	30.080	1.5	1.5	2.0	6.400	9.430	2.000	0.500
MILLWRIGHT		ALL		33.230	34.730	1.5	1.5	2.0	6.050	5.750	0.000	0.350
OPERATING ENGINEER		BLD	1	31.000	34.000	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		BLD	2	29.870	34.000	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		BLD	3	25.390	34.000	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		BLD	4	25.450	34.000	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		BLD	5	25.120	34.000	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		BLD	6	31.550	34.000	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		BLD	7	31.850	34.000	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		BLD	8	32.130	34.000	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		BLD	9	33.000	34.000	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		HWY	1	29.500	32.500	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		HWY	2	28.370	32.500	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		HWY	3	23.890	32.500	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		HWY	4	23.950	32.500	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		HWY	5	23.620	32.500	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		HWY	6	30.050	32.500	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		HWY	7	30.350	32.500	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		HWY	8	30.630	32.500	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		HWY	9	31.500	32.500	1.5	1.5	2.0	7.800	13.75	0.000	1.000
PAINTER		BLD		29.250	30.750	1.5	1.5	2.0	4.950	7.920	0.000	0.550
PAINTER		HWY		30.450	31.950	1.5	1.5	2.0	4.950	7.920	0.000	0.550
PAINTER OVER 30FT		BLD		30.250	31.750	1.5	1.5	2.0	4.950	7.920	0.000	0.550
PAINTER PWR EQMT		BLD		30.250	31.750	1.5	1.5	2.0	4.950	7.920	0.000	0.550
PAINTER PWR EQMT		HWY		31.450	32.950	1.5	1.5	2.0	4.950	7.920	0.000	0.550
PILEDRIVER		ALL		33.230	34.730	1.5	1.5	2.0	6.050	5.750	0.000	0.350
PIPEFITTER	NW	BLD		33.350	35.350	1.5	1.5	2.0	6.440	7.750	0.000	0.600
PIPEFITTER	SE	BLD		33.750	36.250	1.5	1.5	2.0	6.900	4.950	0.000	0.525
PLASTERER		BLD		30.000	31.000	1.5	1.5	2.0	7.250	8.000	0.000	0.250
PLUMBER	NW	BLD		34.650	37.150	1.5	1.5	2.0	5.900	6.100	0.000	0.400
PLUMBER	SE	BLD		33.750	36.250	1.5	1.5	2.0	6.900	4.950	0.000	0.525
ROOFER		BLD		28.650	30.650	1.5	1.5	2.0	7.650	6.650	0.000	0.200
SHEETMETAL WORKER		ALL		28.080	29.580	1.5	1.5	2.0	6.350	5.650	1.690	0.260
SPRINKLER FITTER		BLD		37.230	40.230	2.0	2.0	2.0	7.550	9.700	0.000	0.850
TERRAZZO FINISHER		BLD		31.240	0.000	1.5	1.5	2.0	5.650	1.940	0.000	0.070
TERRAZZO MASON		BLD		32.530	32.830	1.5	1.5	2.0	5.650	4.980	0.000	0.070

TRUCK DRIVER	ALL	1	28.605	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	ALL	2	29.005	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	ALL	3	29.205	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	ALL	4	29.455	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	ALL	5	30.205	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	O&C	1	22.880	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	O&C	2	23.200	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	O&C	3	23.360	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	O&C	4	23.560	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	O&C	5	24.160	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250

Legend:

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

ST. CLAIR COUNTY

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

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

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

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

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER AND MARBLE FINISHER

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

ELECTRONIC SYSTEMS TECHNICIAN

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

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

OPERATING ENGINEER - BUILDING

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), 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, self-propelled concrete saws of all types and sizes with their attachments, gob-hoppers, excavators

all sizes, the repair and greasing of all diesel hammers, the operation and set-up of bidwells, water blasters of all sizes and their clutches, hydraulic jacks where used for hoisting, operation of log skidders, iceolators used on and off of pipeline, condor cranes, bow boats, survey boats, bobcats and all their attachments, skid steer loaders and all their attachments, creter cranes, batch plants, operator (all sizes), self propelled roto mills, operation of conveyor systems of any size and any configuration, operation, repair and service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, Nail launchers when mounted on a machine or self-propelled, operation of con-cover machines, and 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. 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; and Whirlie Cranes.

GROUP IX. Master Mechanic

OPERATING ENGINEERS - Highway

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, Well Drilling Machines, Boring Machines, 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), 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, self-propelled concrete saws

of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair and greasing of all diesel hammers, the operation and set-up of bidwells, water blasters of all sizes and their clutches, hydraulic jacks where used for hoisting, operation of log skidders, iceolators used on and off of pipeline, condor cranes, bow boats, survey boats, bobcats and all their attachments, skid steer loaders and all their attachments, creter cranes, batch plants, operator (all sizes), self propelled roto mills, operation of conveyor systems of any size and any configuration, operation, repair and service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, Nail launchers when mounted on a machine or self-propelled, operation of con-cover machines, and 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. 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; and Whirlie Cranes.

GROUP IX. Mechanic

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.

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 217-782-1710 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.