

# 1G

RETURN WITH BID

Proposal Submitted By
Name
Address
City

## Letting June 15, 2007

**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 Number ICC691**

**Cook County, Illinois**

PLEASE MARK THE APPROPRIATE BOX BELOW:

- A Bid Bond is included.
- A Cashier's Check or a Certified Check is included

(Printed by authority of the State of Illinois)

Prepared by

Checked by

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## INSTRUCTIONS

**GENERAL.** This solicitation is being offered by the Illinois Department of Transportation, hereinafter, the Department or IDOT on behalf of the Illinois Commerce Commission (“ICC” or “AGENCY”). All procedures and references announced herein shall pertain to IDOT procedures and references unless otherwise stated. The winning bidder will be entering into a contract with the Illinois Commerce Commission, who shall be the sole client of the contractor.

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

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

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

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

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

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

### WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding	Call
Prequalification and/or Authorization to Bid (IDOT Construction)	217/782-3413
Preparation and submittal of bids (IDOT Plants & Contracts)	217/782-7806
Mailing of CD-ROMS (IDOT Plants & Contracts)	217/782-7806

**RETURN WITH BID**



**PROPOSAL**

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of \_\_\_\_\_  
\_\_\_\_\_

Taxpayer Identification Number (Mandatory) \_\_\_\_\_

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

Contract No. ICC691  
Cook County

**HIGHWAY VEHICLE DETECTION MAINTENANCE**

The project is located at ten (10) highway-railroad grade crossings along the CSX Rail Corridor from 87th Street to 123rd Street within the Cities/Villages of Chicago, Evergreen Park and Blue Island. The project consists of maintaining vehicle detector loops associated with 4-quadrant railroad gate installations and will require routine quarterly (every 3 months) inspections of each location for a period of three (3) years. The project includes railroad protective liability insurance, 12 routine quarterly maintenance inspections, emergency call-outs or additional inspections as necessary, and repairs or modifications necessary to maintain an operational vehicle detection system at each location.  
(DURATION DATES: July 1, 2007 – June 30, 2010) (0.00% DBE)

For questions regarding this item, please contact Jeremy Kirk, ICC, at 217-557-7969.

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.

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3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.
  
4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned further agrees to execute a contract for this work and present the same to the **Illinois Commerce Commission** 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 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 Illinois Department of Transportation form, executed by a corporate surety company satisfactory to the **Illinois Commerce Commission**, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 percent 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	\$3,000,000	to	\$5,000,000	\$150,000
\$10,000	to	\$50,000	\$5,000,000	to	\$7,500,000	\$250,000
\$50,000	to	\$100,000	\$7,500,000	to	\$10,000,000	\$400,000
\$100,000	to	\$150,000	\$10,000,000	to	\$15,000,000	\$500,000
\$150,000	to	\$250,000	\$15,000,000	to	\$20,000,000	\$600,000
\$250,000	to	\$500,000	\$20,000,000	to	\$25,000,000	\$700,000
\$500,000	to	\$1,000,000	\$25,000,000	to	\$30,000,000	\$800,000
\$1,000,000	to	\$1,500,000	\$30,000,000	to	\$35,000,000	\$900,000
\$1,500,000	to	\$2,000,000	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.

<b>Attach Cashier's Check or Certified Check Here</b>	
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.**

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

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

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

**Schedule of Combination Bids**

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

7. **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.
8. **CERTIFICATE OF AUTHORITY.** The undersigned bidder, if a business organized under the laws of another State, assures the Department that it will furnish a copy of its certificate of authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish the certificate within the time provided for execution of an awarded contract may be cause for cancellation of the award and forfeiture of the proposal guaranty to the State.

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

#### I. GENERAL

- A. Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.
- B. In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. By execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances has been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.
- C. In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for termination of the contract and the suspension or debarment of the bidder.

#### II. ASSURANCES

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

#### B. Felons

1. The Illinois Procurement Code provides:

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

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

#### C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part: Section 50-13. Conflicts of Interest.

- (a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway authority.
- (b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.
- (e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

The current salary of the Governor is \$150,691.00. Sixty percent of the salary is \$90,414.60.

2. The bidder assures the **Illinois Commerce Commission** 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

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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 **Illinois Commerce Commission** upon request.

### **D. Negotiations**

1. The Illinois Procurement Code provides in pertinent part Section 50-15. Negotiations.
  - (a) It is unlawful for any person employed in or on a continual contractual relationship with any of the offices or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment.
2. The bidder assures the **Illinois Commerce Commission** that the award and execution of the contract would not cause a violation of Section 50-15, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

### **E. Inducements**

1. The Illinois Procurement Code provides: Section 50-25. Inducement. Any person who offers or pays any money or other valuable thing to any person to induce him or her not to bid for a State contract or as recompense for not having bid on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding for a State contract or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.
2. The bidder assures the **Illinois Commerce Commission** that the award and execution of the contract would not cause a violation of Section 50-25, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

### **F. Revolving Door Prohibition**

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, associate procurement officers, State purchasing officers, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of 2 years after terminating an affected position from engaging in any procurement activity relating to the State agency most recently employing them in an affected position for a period of at least 6 months. The prohibition includes, but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to persons who terminate an affected position on or after January 15, 1999.
2. The bidder assures the **Illinois Commerce Commission** that the award and execution of the contract would not cause a violation of Section 50-30, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

### **G. Reporting Anticompetitive Practices**

1. The Illinois Procurement Code provides:

Section 50-40. Reporting anticompetitive practices. When, for any reason, any vendor, bidder, contractor, chief procurement officer, State purchasing officer, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the chief procurement officer.
2. The bidder assures the **Illinois Commerce Commission** that it has not failed to report any relevant facts concerning the practices addressed in Section 50-40 which may involve the contract for which the bid is submitted.

### **H. Confidentiality**

1. The Illinois Procurement Code provides:

Section 50-45. Confidentiality. Any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement, bidding, or contract process shall be subject to immediate dismissal, regardless of the Personnel code, any contract, or any collective bargaining agreement, and may in addition be subject to criminal prosecution.
2. The bidder assures the **Illinois Commerce Commission** that it has no knowledge of any fact relevant to the practices addressed in Section 50-45 which may involve the contract for which the bid is submitted.

### **I. Insider Information**

1. The Illinois Procurement Act provides:

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

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### III. CERTIFICATIONS

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

#### B. Bribery

1. The Illinois Procurement Code provides: Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

#### C. Educational Loan

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

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

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

#### D. Bid-Rigging/Bid Rotating

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

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

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

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

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it



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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 **Illinois Commerce Commission** by reason of a violation of either Section 33E-3 or Section 33E-4.

### **E. International Anti-Boycott**

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

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

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

### **F. Drug Free Workplace**

1. The Illinois "Drug Free Workplace Act" applies to this contract and it is necessary to comply with the provisions of the "Act" if the contractor is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.
2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by:
  - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
  - (b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.
  - (c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.
  - (d) Notifying the **Illinois Commerce Commission** within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.
  - (e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.
  - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
  - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

### **G. Debt Delinquency**

1. The Illinois Procurement Code provides: Section 50-11 and 50-12. Debt Delinquency.

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

### **H. Sarbanes-Oxley Act of 2002**

1. The Illinois Procurement Code provides: Section 50-60(c).

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

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### I. ADDENDA

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

### J. Section 42 of the Environmental Protection Act

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

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

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

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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.

### L. Executive Order Number 1 (2007) Regarding Lobbying on Government Procurements

The bidder hereby warrants and certifies that they have complied and will comply with the requirements set forth in this Order. The requirements of this warrant and certification are a material part of the contract, and the contractor shall require this warrant and certification provision to be included in all approved subcontracts.

## IV. DISCLOSURES

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

### B. Financial Interests and Conflicts of Interest

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

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

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

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

**C. Disclosure Form Instructions**

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

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

**CERTIFICATION STATEMENT**

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

\_\_\_\_\_  
(Bidding Company)

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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

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

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

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

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

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

**Form B: Identifying Other Contracts & Procurement Related Information** Disclosure Form B must be completed for each bid submitted by the bidding entity. It must be signed by an individual who is authorized to execute contracts for the bidding entity. *Note: Signing the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, signed and dated or the bidder may be considered non-responsive 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 State of Illinois agency. If "No" is checked, the bidder only needs to complete the signature box on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following:

Option I: If the bidder did not submit an Affidavit of Availability to obtain authorization to bid, the bidder must list all 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). 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 State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the Affidavit of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.

**D. Bidders Submitting More Than One Bid**

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

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

---



---

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

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

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

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

**DISCLOSURE OF FINANCIAL INFORMATION**

- Disclosure of Financial Information.** The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than \$90,414.60 (60% of the Governor’s salary). **(Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)**

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

- 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.

- Are you currently an officer or employee of either the Capitol Development Board or the Illinois Toll Highway Authority? Yes \_\_\_ No \_\_\_
- Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,414.60, (60% of the Governor’s salary) provide the name the State agency for which you are employed and your annual salary \_\_\_\_\_

## RETURN WITH BID

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,414.60, (60% of the Governor's salary) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes \_\_\_ No \_\_\_
4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,414.60, (60% of the Governor's salary) are you and your spouse or minor children entitled to receive (i) more than 15% in 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 for services in the previous 2 years. Yes \_\_\_ No \_\_\_

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

1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority? Yes \_\_\_ No \_\_\_
2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,414.60, (60% of the Governor's salary) provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary.

- 
3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,414.60, (60% of the Governor's salary) 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 your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,414.60, (60% of the Governor's salary) are you and your spouse or any minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income from 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 State 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 \_\_\_

---

(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 \_\_\_

**RETURN WITH BID**

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

**APPLICABLE STATEMENT**

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

Completed by:

\_\_\_\_\_  
Name of Authorized Representative (type or print)

Completed by:

\_\_\_\_\_  
Title of Authorized Representative (type or print)

Completed by:

\_\_\_\_\_  
Signature of Individual or Authorized Representative

\_\_\_\_\_  
Date

**NOT APPLICABLE STATEMENT**

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

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

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

RETURN WITH BID

ILLINOIS DEPARTMENT  
OF TRANSPORTATION

Form B  
Other Contracts &  
Procurement Related Information  
Disclosure

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

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

**DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION**

- 1. Identifying Other Contracts & Procurement Related Information.** The BIDDER shall identify whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency: Yes \_\_\_ No \_\_\_  
**If "No" is checked,** the bidder only needs to complete the signature box on the bottom of this page.
- 2. If "Yes" is checked.** Identify each such relationship by showing State of Illinois agency name and other descriptive information such as bid or project number (attach additional pages as necessary). SEE DISCLOSURE FORM INSTRUCTIONS:

**THE FOLLOWING STATEMENT MUST BE SIGNED**

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



## **RETURN WITH BID**

### **SPECIAL NOTICE TO CONTRACTORS**

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

#### **CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION**

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

Rev. 3/98



## RETURN WITH BID

### PART II. WORKFORCE PROJECTION - continued

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

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

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

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

### PART III. AFFIRMATIVE ACTION PLAN

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

Company \_\_\_\_\_

Telephone Number \_\_\_\_\_

Address \_\_\_\_\_

#### NOTICE REGARDING SIGNATURE

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

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

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

# RETURN WITH BID

## 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 \_\_\_\_\_  
Attest \_\_\_\_\_  
Signature \_\_\_\_\_  
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)  
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



Illinois Department of Transportation

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 Illinois Commerce Commission, for the improvement designated by the Transportation Bulletin Item Number and Letting Date indicated above.

NOW, THEREFORE, if the Illinois Commerce Commission 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 Illinois Commerce Commission; and if, after award by the Illinois Commerce Commission, 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 Illinois Commerce Commission the difference not to exceed the penalty hereof between the amount specified in the bid proposal and such larger amount for which the Illinois Commerce Commission 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 Illinois Commerce Commission 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 Illinois Commerce Commission within fifteen (15) days of written demand therefor. If Surety does not make full payment within such period of time, the Illinois Commerce Commission may bring an action to collect the amount owed. Surety is liable to the Illinois Commerce Commission 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)
By: (Signature & Title) By: (Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
COUNTY OF

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

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

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

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

My commission expires Notary Public

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

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

# PROPOSAL ENVELOPE



# PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

Engineer of Design and Environment - Room 323  
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

## SPECIAL PROVISIONS-Table of Contents

<b>Attachment “a”</b>	<b>Contract Signature Page</b>
<b>Attachment “1”</b>	<b>Term of Contract</b>
<b>Attachment “2”</b>	<b>Description of Services</b>
<b>Attachment “3”</b>	<b>Pricing/Compensation</b>
<b>Attachment “4”</b>	<b>Vehicle Detection System Layout Plan (for reference only)</b>
<b>Attachment “5”</b>	<b>Prevailing Wages Cook County</b>
<b>Attachment “6”</b>	<b>Special Provision for EEO</b>
<b>Attachment “7”</b>	<b>Vehicle Detection System Inspection Report</b>

### NOTICE

Only Attachment 3 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.



**Illinois Department of Transportation**

**Attachment "a"**  
**CONTRACT FOR SUPPLIES AND/OR SERVICES**

The undersigned Illinois Commerce Commission ("AGENCY") and CONTRACTOR, the PARTIES to this CONTRACT, agree to perform in accordance with the provisions of this CONTRACT consisting of this page and the attachments described below.

1. TERM OF CONTRACT: The term of this CONTRACT and provisions for renewal and termination are as specified in this attachment.
2. DESCRIPTION OF SUPPLIES AND SERVICES: CONTRACTOR shall provide the supplies and/or perform the services specified in this attachment.
3. PRICING/COMPENSATION: AGENCY shall pay CONTRACTOR for the supplies and/or services contracted in accordance with the rates or prices established in this attachment.
4. STANDARD TERMS, CONDITIONS AND CERTIFICATIONS: Standard terms, conditions and certifications applicable to this CONTRACT are specified in this attachment.
5. OTHER ATTACHMENTS: Additional terms and conditions are shown in the following listed attachments:

In Witness whereof, AGENCY and CONTRACTOR have caused this CONTRACT to be executed by duly authorized representatives of the respective PARTIES on the dates shown below.

CONTRACTOR: \_\_\_\_\_  
(Show Company name and DBA)

ILLINOIS COMMERCE COMMISSION:

Signature \_\_\_\_\_

\_\_\_\_\_  
Tim Anderson, Executive Director

Name (Print) \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Mary Stephenson, General Counsel

Address \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

\_\_\_\_\_  
Kenneth E. Hundrieser, State Purchasing Officer

Fax Number: \_\_\_\_\_

Date \_\_\_\_\_

Dept. of Central Management Services (if required)

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

FOR STATE USE ONLY:

Contract # ICC691 CMS CLC CMS CFO

Source Selection: IFB (including Multi-step)  RFP  RFP P&A  Small  Sole Source  Emergency   
Exempt from Code  Other (describe) \_\_\_\_\_



## **Attachment "1"**

### **Term of CONTRACT**

- 1. Beginning and end date of initial term.** This CONTRACT shall begin on July 1, 2007, or at the time of Contract execution if that occurs after July 1, 2007, and shall end on June 30, 2010.
  
- 2. Renewal.** This CONTRACT is non-renewable.
  
- 3. Early Termination.** The State reserves the right to terminate this contract without cause and without penalty or further payment being required upon 30 days prior written notice. Upon exercise of this right, AGENCY shall pay CONTRACTOR for supplies and services satisfactorily provided and for authorized expenses incurred up to the time of termination, including payment for the quarterly maintenance period in which termination occurs.

## Attachment "2"

### Description of Supplies and Services

1. **Need for Supplies and/or Services.** This project is based on the proceedings in ICC Docket T03-0089, which issued a citation that included the improvement of ten (10), at-grade crossings along CSX Transportation's railroad tracks in the City of Chicago, the City of Blue Island and the Village of Evergreen Park. In accordance with the citation, 4-Quadrant Railroad Gate Warning Systems were installed. This work involves maintenance of the highway vehicle detection component of the 4-Quadrant Railroad Gate Warning Systems. The vehicle detection component consists of inductive vehicle detector loops embedded in the highway pavement within the at-grade crossing surfaces.
2. **Agency's Goal.** The AGENCY is seeking to obtain the services of one contractor ("CONTRACTOR") who has the ability to perform the maintenance of ten (10) locations with vehicle detection system devices in accordance with the specifications listed for a period of three years from July 1, 2007 to June 30, 2010. The CONTRACTOR shall provide routine inspections and repair services, including any additional modifications to the vehicle detection systems as determined to be essential for the systems' proper operation and as authorized by the AGENCY.
3. **Project location.** This project is located at ten (10) CSX Transportation railroad grade crossings, as listed below, from 91<sup>st</sup> Street to 123<sup>rd</sup> Street. The grade crossings are located approximately one quarter mile west of Western Avenue.

Street	AAR/DOT#	Railroad Milepost	City/Village
91 <sup>st</sup> Street	163 463B	20.37	Evergreen Park
99 <sup>th</sup> Street	163 432Y	19.46	Evergreen Park/Chicago
104 <sup>th</sup> Street	163 430K	18.84	Chicago
105 <sup>th</sup> Street	163 429R	18.72	Chicago
107 <sup>th</sup> Street	163 427C	18.47	Chicago
109 <sup>th</sup> Street	163 426V	18.22	Chicago
111 <sup>th</sup> Street	163 425N	17.97	Chicago
113 <sup>th</sup> Street	163 424G	17.72	Chicago
115 <sup>th</sup> Street	163 423A	17.48	Chicago
123 <sup>rd</sup> Street	163 421L	16.46	Blue Island

#### 4. Specifications.

- a. This CONTRACT and all work performed shall be in accordance with the Illinois Department of Transportation's, *Standard Specifications for Road and Bridge Construction*, adopted January 1, 2007, unless otherwise noted in the CONTRACT and these specifications. All references to the Department of Transportation of the State of Illinois and/or the Illinois Department of Transportation, including Sections 101.14 and 101.16, shall include the Illinois Commerce Commission and its authorized Representatives.
- b. Services Required. (See attachment "4" which has 10 pages, for reference purposes only, of as-built drawings showing approximate locations and original installation details of the existing vehicle detector loops.
  - (1) Maintenance. CONTRACTOR shall perform maintenance on the existing vehicular detection systems at each crossing for a period of 36 months commencing on July 1, 2007 and ending on June 30, 2010.
    - (a) Routine quarterly inspections, once every three months, shall be performed by the CONTRACTOR and shall consist of a field inspection of the detection system (excluding the railroad control house) for each crossing. The quarterly inspection shall be completed within the third month of each quarter with the first quarter beginning July 1, 2007. The inspections shall include a visual inspection to ensure vehicle detector cables and/or conduits have not

surfaced within the vicinity of the track and/or pavement and that pavement deterioration has not affected or could potentially affect the operation and/or reliability of the vehicle detection system. Any deficiencies found during the inspection shall be reported within the next business day to the AGENCY'S Project Manager.

- (b) Vehicle Detection System Inspection Reports (Attachment "7") shall be completed and maintained by the CONTRACTOR for each inspection. Reports include the following information: date of inspections, name and signature of individual conducting the inspections, any deficiencies found, corrective action/repairs made (if necessary), and the source of the complaint or inquiry pertaining to the vehicle detection systems. Copies of the Vehicle Detection System Inspection Reports shall be made available to the AGENCY Project Manager when billings or invoices are submitted for payment. A final report shall be provided to the AGENCY at the completion of this contract.
  - (c) An initial field meeting with the CONTRACTOR, AGENCY Project Manager and a CSX Transportation representative may be required, as determined by the AGENCY Project Manager, for the purpose of exchanging emergency contact information, and to demonstrate to the CONTRACTOR the operation and design of the vehicle detection system. Attendance and participation in this meeting shall be incidental to the Contract and no additional compensation shall be provided to the CONTRACTOR. Correspondence and/or coordination by the CONTRACTOR that is essential to perform the duties of this contract and participation in any meetings, as deemed necessary by the AGENCY Project Engineer to ensure a reliable vehicle detection system at the project locations, shall also be considered incidental.
  - (d) CONTRACTOR shall maintain a 24 hour, seven days a week, manned emergency contact telephone number, for the purpose of accepting emergency calls and dispatching maintenance personnel.
  - (e) Basis of Payment: CONTRACTOR shall be compensated for providing maintenance services at the contract unit price for QUARTERLY MAINTENANCE OF VEHICLE DETECTION SYSTEMS. The unit price shall include maintenance of all 10 locations, as specified in the contract, for a period of three (3) months. The first quarterly maintenance period will begin on July 1, 2007. CONTRACTOR shall provide a bid for the quarterly cost of maintenance in Attachment "3".
- (2) Vehicle Detection System Repairs. CONTRACTOR shall perform repairs on the existing vehicular detection systems at each crossing for a period of 36 months commencing on July 1, 2007.
- (a) General. Responding to trouble calls, diagnosis, testing, making modifications to the vehicle detection system as approved by the AGENCY Project Manager, and making physical repairs to defects in the vehicle detection systems shall all constitute "Vehicle Detection System Repairs" under the terms of this CONTRACT. Any defects that affect the operation of the vehicle detection systems shall be repaired by the CONTRACTOR as soon as possible. Temporary repairs may be made if applicable with permanent repairs made as soon as practical. Repairs that are not critical to the proper operation of the vehicle detection system shall have prior approval from the AGENCY Project Manager. The AGENCY Project Manager may require the CONTRACTOR to perform additional inspections, testing or modifications to the vehicle detection system to improve its reliability and/or operation. CONTRACTOR shall notify the AGENCY Project Manager of all trouble calls received and of any defects found within the next business day.
  - (b) CONTRACTOR shall respond within two (2) hours to trouble calls on a 24-hour basis.
  - (c) Railroad Coordination. Any repairs made within the grade-crossings will require coordination with CSX Transportation for approval to gain access to the crossing areas to ensure the safety of the CONTRACTOR and the railroad. Coordination with the railroad may be necessary to access the detection equipment within the railroad control house for the purposes of diagnosis, testing and to perform any necessary inspections.
  - (d) Materials. All devices installed for repair or modification of the vehicle detection system shall be new, unused, and of recent manufacture.

(e) Basis of Payment: CONTRACTOR shall provide a bid for the hourly labor rate for performing Vehicle Detection System Repairs in Attachment "3". All repairs as specified in section b (2), above, shall be paid for in accordance with Attachment "3" at that hourly rate for labor. No labor additives or additional compensation will be added to the hourly rate. Equipment and materials utilized to perform repairs shall be paid for in accordance with Section 109.04 of the *Standard Specifications for Road and Bridge Construction*. If it is determined by the Agency Project Manager that pavement replacement is necessary, that work and any additional work related directly with the pavement replacement shall be completed in accordance with section d, *Change Orders*, below; and, the hourly rate in Attachment "3" will not apply.

c. AGENCY Project Manager for a contract resulting from this Invitation for Bid shall be: Mr. Stan Milewski at 527 East Capitol Avenue, Springfield, IL at (815) 463-8387 e-mail: [smilewsk@icc.illinois.gov](mailto:smilewsk@icc.illinois.gov) or other person so designated by the AGENCY.

d. Change Orders. Any change order shall be submitted in writing by the AGENCY, and shall be in accordance with the "Payment For Extra Work" specification outlined in the Illinois Department of Transportation's *Standard Specifications for Road and Bridge Construction*, adopted January 1, 2007.

e. CONTRACTOR will be required to carry Railroad Protective Liability and Property Damage Liability Insurance (Railroad Protective Liability Insurance (BDE)) in accordance with Article 107.11 of the Illinois Department of Transportation's *Standard Specifications for Road and Bridge Construction*, adopted January 1, 2007. The limits of liability shall be in accordance with Article 107.11 of the *Standard Specifications*. The duration of the insurance shall cover the entire term of the CONTRACT.

(1) A separate policy is required for each railroad indicated below unless otherwise noted.

<u>NAMED INSURED &amp; ADDRESS</u>	<u>NUMBER &amp; SPEED OF PASSENGER TRAINS</u>	<u>NUMBER &amp; SPEED OF FREIGHT TRAINS</u>
CSX Transportation, Inc. 4901 Belfort Road, Suite 130 Jacksonville, FL 32256	0	approximately 38/day at 40 MPH

FOR FREIGHT/PASSENGER INFORMATION CONTACT: Mr. Hal Gibson

PHONE: 904-245-1048

FOR INSURANCE INFORMATION CONTACT: Mr. Hal Gibson

PHONE: 904-245-1048

(2) Basis of Payment: The costs for providing insurance, as noted above, will be paid for at the CONTRACT unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

(3) Approval of Insurance: The ORIGINAL and one CERTIFIED copy of each required policy shall be submitted to the Illinois Commerce Commission, 527 East Capitol Avenue, Springfield, Illinois 62701 for approval. The CONTRACTOR will be advised when the Illinois Commerce Commission 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 Project Manager evidence that the required railroad protective liability insurance has been approved by the railroad(s). The CONTRACTOR shall also provide the Project Manager with expiration date of each required policy.

5. **Subcontracting/Joint Ventures.**  X  **Allowed**   **Not Allowed**. The AGENCY intends to contract with one entity per contract and that entity shall be contractually responsible for the performance of all duties and responsibilities under such contract. However, if the entity is a joint venture, one of the parties to the joint venture must take full contractual responsibility for performance under the CONTRACT. In addition, any subcontractors must be specified and approved by the AGENCY.

**PRICING/COMPENSATION**

Detail pricing/compensation requirements with at least the following categories of information. **FOR REQUESTS FOR PROPOSALS OF EITHER TYPE, SUBMIT THIS PRICE INFORMATION IN A SEPARATE SEALED ENVELOPE IN THE OFFER CONTAINER.**

**1. Method and Rate of Compensation.** CONTRACTOR shall provide bids as requested below. The CONTRACT will be awarded to the one responsive and responsible CONTRACTOR who, when all subcategories are added together, has the lowest bid total over the duration of the CONTRACT.

a. RAILROAD PROTECTIVE LIABILITY INSURANCE

**Lump Sum** \$ \_\_\_\_\_

b. QUARTERLY MAINTENANCE OF VEHICLE DETECTION SYSTEMS. A bid that shows the quarterly (three months) amount CONTRACTOR will charge to maintain the installed systems. AGENCY shall annualize such charges to show the maintenance amount chargeable for each year of the CONTRACT during each State of Illinois fiscal years as follows:

(1) FY 2008 (July 1, 2007 to June 30, 2008)

(a) Quarterly Amount \$ \_\_\_\_\_

(b) Annualized Amount \$ \_\_\_\_\_

(2) FY 2009 (July 1, 2008 to June 30, 2009)

(a) Quarterly Amount \$ \_\_\_\_\_

(b) Annualized Amount \$ \_\_\_\_\_

(3) FY 2010 (July 1, 2009 to June 30, 2010)

(a) Quarterly Amount \$ \_\_\_\_\_

(b) Annualized Amount \$ \_\_\_\_\_

**Three (3) Year Maintenance Total** \$ \_\_\_\_\_

c. Vehicle Detection System Repairs. Total repair costs for this CONTRACT are estimates. CONTRACTOR shall be paid for repairs only to the extent repair services are actually provided to AGENCY. For the purposes of bid evaluation, AGENCY has estimated annual repair hours.

(1) Repair materials and equipment costs are indeterminate, and shall be billed to AGENCY at CONTRACTOR cost and per the specifications of this CONTRACT.

(2) CONTRACTOR per hour rate for repair hours. AGENCY has estimated the repair hours as shown for each State fiscal year:

(a) FY 2008 (July 1, 2007 to June 30, 2008)

Hourly Rate \$ \_\_\_\_\_ X (estimated 100 hours) = \$ \_\_\_\_\_

(b) FY 2009 (July 1, 2008 to June 30, 2009)

Hourly Rate \$ \_\_\_\_\_ X (estimated 100 hours) = \$ \_\_\_\_\_

(c) FY 2010 (July 1, 2009 to June 30, 2010)

Hourly Rate \$ \_\_\_\_\_ X (estimated 100 hours) = \$ \_\_\_\_\_

**Three (3) Year Repairs Total** \$ \_\_\_\_\_

d. **CONTRACT Estimated Total** (add 1a, 1b and 1c, totals above) \$ \_\_\_\_\_

2. **Expenses.** Expenses are included in the Compensation described above unless separately stated below.

3. **Payment Terms and Conditions.** CONTRACTOR invoices will be submitted to AGENCY Project Manager who shall review and approve all CONTRACTOR invoices in whole, or in part and shall submit said invoices for payment subject to the following:

a. Payment for RAILROAD PROTECTIVE LIABILITY INSURANCE. CONTRACTOR shall submit an invoice for the amount shown in 1 a, above, to AGENCY Project Manager after the insurance has been approved per the specifications in this CONTRACT.

b. Payment for CONTRACTOR maintenance services. CONTRACTOR shall submit quarterly (three month intervals) invoices for maintenance services to AGENCY Project Manager following the quarter in which maintenance services were performed. Quarterly maintenance fee payable are those shown in paragraph 1 b, above.

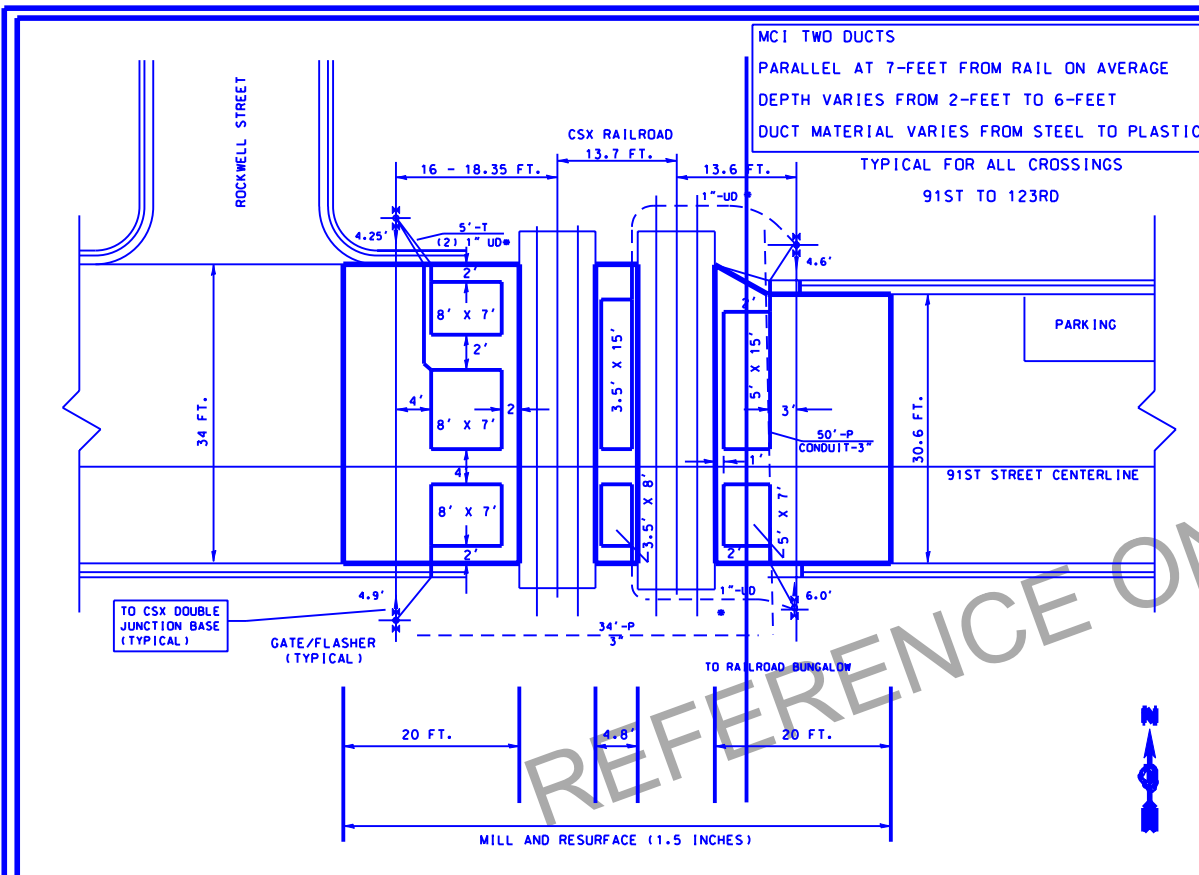
c. Payment for CONTRACTOR repair services shall be submitted to AGENCY Project Manager to coincide with CONTRACTOR submission of Maintenance Services invoices, discussed above. In the event of extraordinary repair costs occurring within the beginning of a maintenance quarter, CONTRACTOR may request for approval of the AGENCY Project Manager to invoice separately for those repair costs prior to the end of the quarter.

4. **Tax Exemption.** AGENCY's State of Illinois tax exemption number is **E9984-0855-04**. The Federal tax exemption certificate is available upon request.

**Attachment “4”**

**Vehicle Detection System Layout Plan (for reference only)**

**See the following 10 pages for Vehicle Detection System Layout Plan reference documents.**



**NOTES**

- 1 FIELD LAYOUT TO BE APPROVED BY IL. COMMERCE COMMISSION ENGINEER
- 2 PREFORMED LOOP LAYOUT TO BE COMPLETED PRIOR TO ORDERING LOOPS
  - A. DIMENSIONS NOTED ON THE PLAN ARE APPROXIMATE, AND FIELD CONDITIONS WILL DRIVE THE FINAL LAYOUT
  - B. THE DIMENSIONS SHOWN NEAR THE LOOPS ARE THE OFFSETS FROM GATE, EDGE OF PAVEMENT, AND DISTANCE FROM CROSSING PANEL OR RAIL SEAL.
  - C. A MEASUREMENT OF 4-FOOT FROM THE CENTERLINE OF TRACK SHOULD BE TAKEN TO DETERMINE TIE LOCATION; MAY NEED TO SHIFT LOOPS FURTHER THAN 1-FOOT AT RAIL SEAL LOCATIONS
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- 4 ADDITIONAL LEAD-IN LENGTH FROM EDGE OF PAVEMENT WILL BE INCIDENTAL TO FURNISHING AND INSTALLING PREFORMED DETECTOR LOOPS
- 5 PREFORMED DETECTOR LOOP- RAILROAD SPECIAL, SEE SPECIAL PROVISIONS FOR SUPPLIER AND SPECIFICATIONS
- 6 SEQUENCE OF CONSTRUCTION
  - A. INSTALL CURB AND GUTTER ALLOWING FOR LOOP LEAD-INS
  - B. PAVEMENT MILLING
  - C. SAW CUT FOR DETECTOR LOOPS/LEAD IN
  - D. INSERT PRE-FORMED DETECTOR LOOPS, REND SPECIAL (ENSURE CLEAN AND DRY SLOTS)
  - E. **INSTALL LOOP LEAD-INS AT CSX DOUBLE JUNCTION BASE**
  - F. PROVIDE BACKER, ASPHALT, OR OTHER STABILIZATION IN SLOTS PRIOR TO PAVING
  - G. BITUMINOUS SURFACE COURSE, PER IDOT, COOK COUNTY, OR CITY OF CHICAGO STANDARDS BASED ON ROADWAY JURISDICTION
- 7 CONTACT INFORMATION  
ILLINOIS COMMERCE COMMISSION, STAN MILEWSKI 815-463-8387

**SCHEDULE OF QUANTITIES**

PAY ITEM	UNIT	QUANTITY
1 BITUMINOUS SURFACE REMOVAL 1.5"	SY	162
2 BITUMINOUS PRIME COAT	GALLON	57
3 BITUMINOUS SURFACE COURSE 1.5"	TON	13
4 CURB AND GUTTER REMOVAL	LF	--
5 COMBINATION CONCRETE CURB AND GUTTER B-6.12	LF	--
6 COILABLE NONMETALLIC CONDUIT SCHEDULE 80, 3" DIA UNDER ROADWAY	LF	50
7 INSTALL PREFORMED DETECTOR LOOP (RAILROAD SPECIAL)	LF	236

**ADDED DUE TO MODIFIED PLAN**

9 COILABLE NONMETALLIC CONDUIT SCHEDULE 80, 3" DIA UNDER RAILROAD		
10 UNIT DUCT 1" UNDER RAILROAD (SPECIAL)		

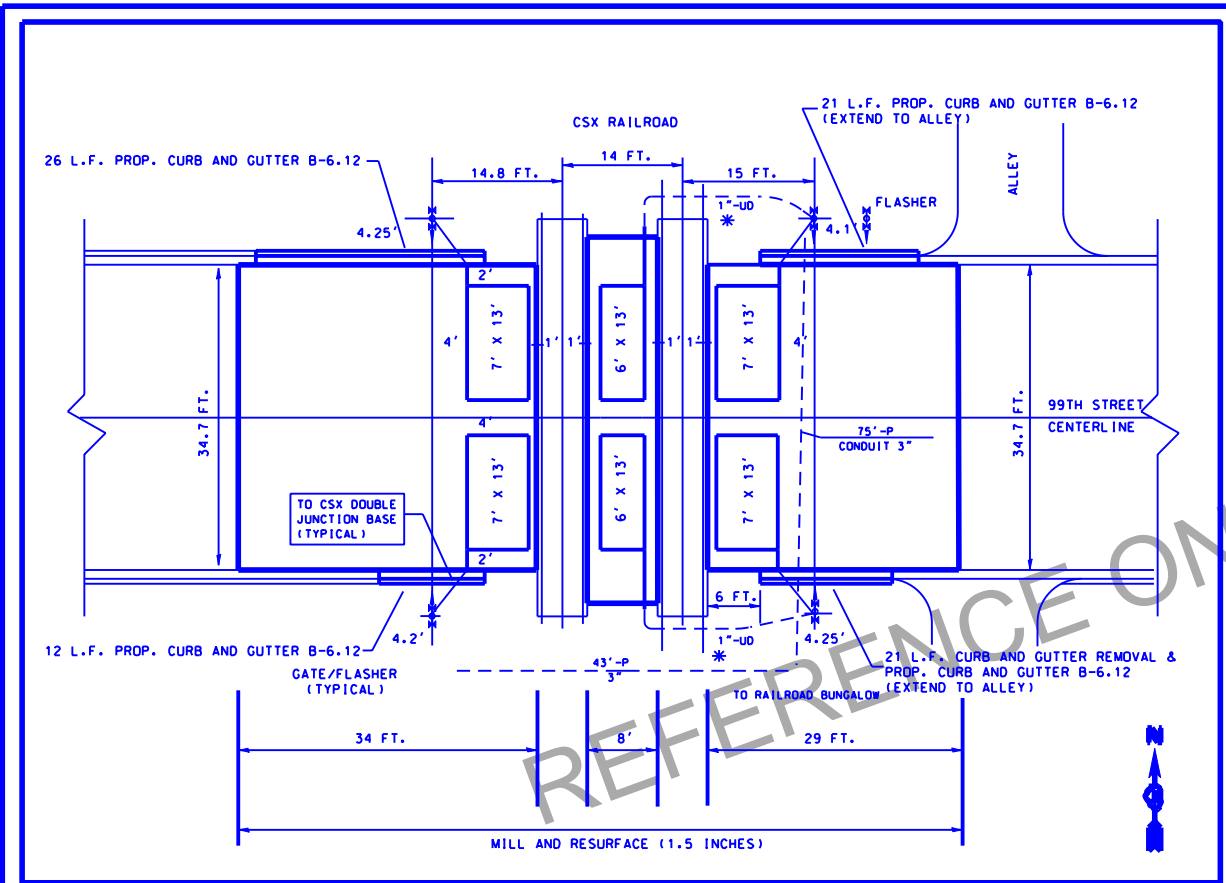
UNIT DUCT FROM MIDDLE OF TRACKS WILL NOW BE TRENCHED TO BOTTOM OF TIE DEPTH.  
DETECTOR CABLE IN CONDUIT, 4/C QUANTITY REMOVED.

• 1" UNIT DUCT SHALL BE TRENCHED TO THE DEPTH OF THE BOTTOM OF RAILROAD TIE.  
3" PUSH SHALL BE 5-FOOT UNDER THE RAILROAD.

REVISIONS		NAME	DATE
NO.	DESCRIPTION		

CSX HIGHWAY-RAIL CORRIDOR  
UTILITY PLAN  
MCI TYPICAL LOCATION  
SCALE: NTS  
DATE: 5/6/04  
DRAWN BY: NTS  
CHECKED BY:





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- 7 CONTACT INFORMATION  
ILLINOIS COMMERCE COMMISSION, STAN MILEWSKI 815-463-8387

UNIT DUCT FROM MIDDLE OF TRACKS WILL NOW BE TRENCHED TO BOTTOM OF TIE DEPTH.  
DETECTOR CABLE IN CONDUIT, 4/C QUANTITY REMOVED.

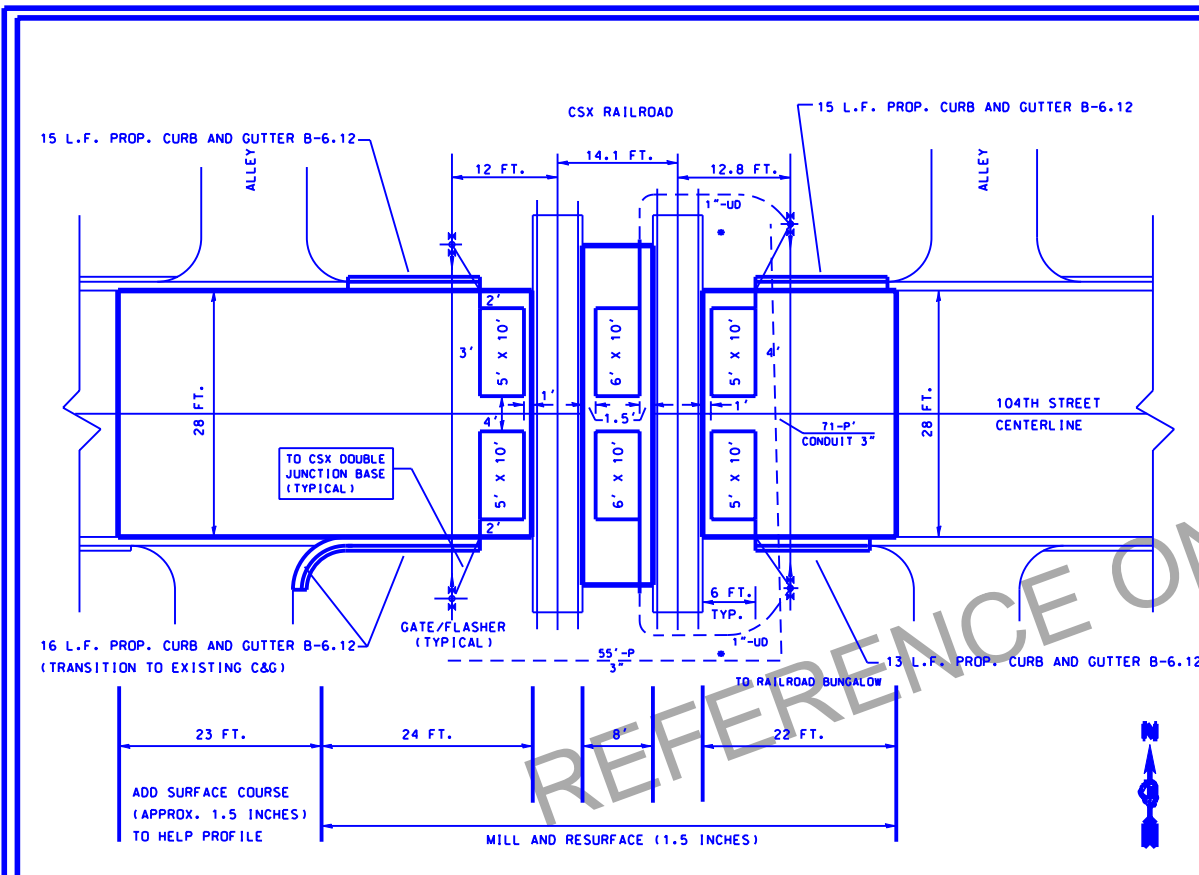
• 1" UNIT DUCT SHALL BE TRENCHED TO THE DEPTH OF THE BOTTOM OF RAILROAD TIE.  
3" PUSH SHALL BE 5- FEET UNDER THE RAILROAD.

**SCHEDULE OF QUANTITIES**

PAY ITEM	UNIT	QUANTITY
1 BITUMINOUS SURFACE REMOVAL 1.5"	SY	283
2 BITUMINOUS PRIME COAT	GALLON	99
3 BITUMINOUS SURFACE COURSE 1.5"	TON	24
4 CURB AND GUTTER REMOVAL	LF	21
5 COMBINATION CONCRETE CURB AND GUTTER B-6.12	LF	80
6 COILABLE NONMETALLIC CONDUIT SCHEDULE 80, 3" DIA UNDER ROADWAY	LF	75
7 INSTALL PREFORMED DETECTOR LOOP (RAILROAD SPECIAL)	LF	244

**ADDED DUE TO MODIFIED PLAN**  
 9 COILABLE NONMETALLIC CONDUIT SCHEDULE 80, 3" DIA UNDER RAILROAD  
 10 UNIT DUCT 1" UNDER RAILROAD (SPECIAL)

REVISIONS		NAME	DATE	CSX HIGHWAY-RAIL CORRIDOR
NO.	DESCRIPTION			
				99TH ST. DETECTION PLAN (MP 19.46, DOT 163 432Y)
				SCALE: NTS DATE 4/27/04
				DRAWN BY CHECKED BY



**NOTES**

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- 7 CONTACT INFORMATION  
ILLINOIS COMMERCE COMMISSION, STAN MILEWSKI 815-463-8387

E. INSTALL LOOP LEAD-INS AT CSX DOUBLE JUNCTION BASE

**SCHEDULE OF QUANTITIES**

PAY ITEM	UNIT	QUANTITY
1 BITUMINOUS SURFACE REMOVAL 1.5"	SY	177
2 BITUMINOUS PRIME COAT	GALLON	62
3 BITUMINOUS SURFACE COURSE 1.5"	TON	21
4 CURB AND GUTTER REMOVAL	LF	--
5 COMBINATION CONCRETE CURB AND GUTTER B-6.12	LF	59
6 COILABLE NONMETALLIC CONDUIT SCHEDULE 80, 3" DIA UNDER ROADWAY	LF	71
7 INSTALL PREFORMED DETECTOR LOOP (RAILROAD SPECIAL)	LF	192

**ADDED DUE TO MODIFIED PLAN**

- 9 COILABLE NONMETALLIC CONDUIT SCHEDULE 80, 3" DIA UNDER RAILROAD
- 10 UNIT DUCT 1" UNDER RAILROAD (SPECIAL)

UNIT DUCT FROM MIDDLE OF TRACKS WILL NOW BE TRENCHED TO BOTTOM OF TIE DEPTH.  
DETECTOR CABLE IN CONDUIT, 4/C QUANTITY REMOVED.

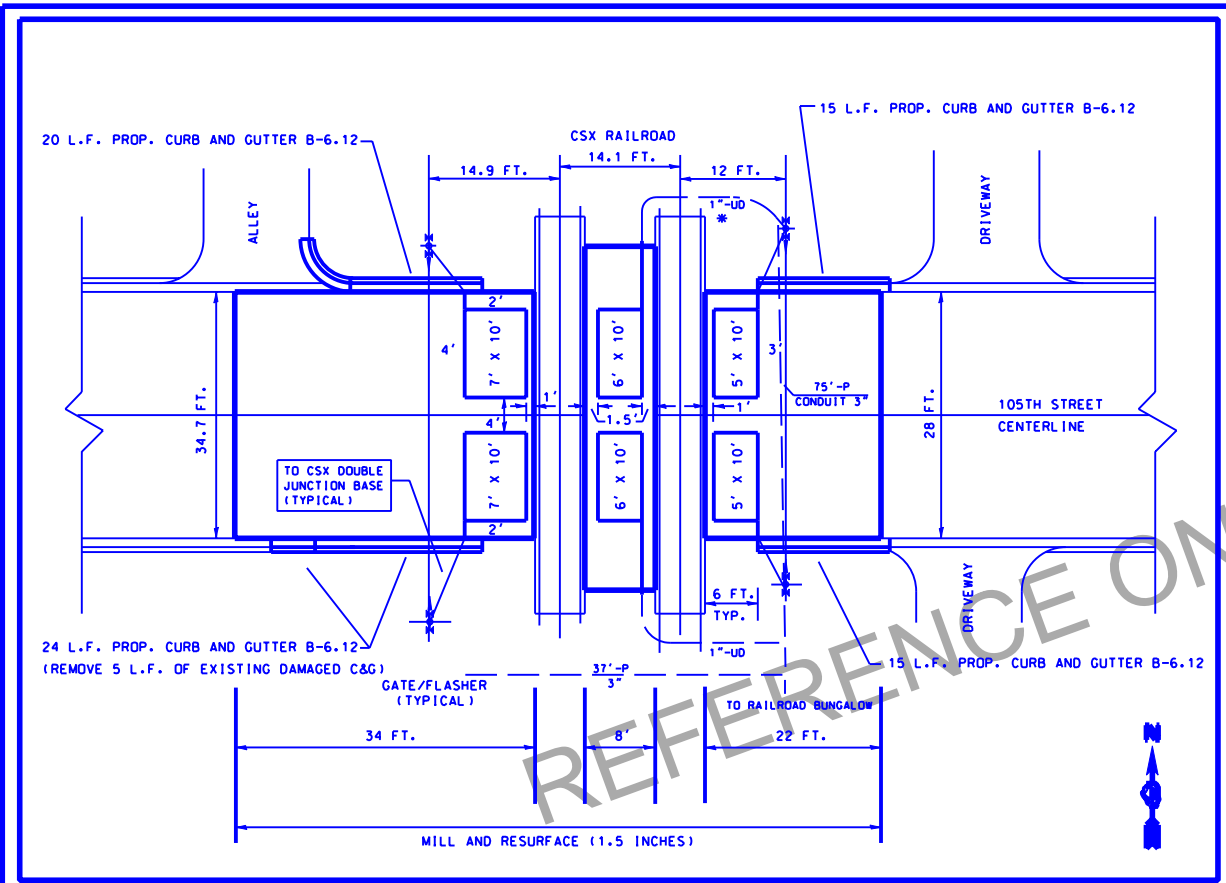
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3" PUSH SHALL BE 5- FEET UNDER THE RAILROAD.

REVISIONS		NAME	DATE	CSX HIGHWAY-RAIL CORRIDOR
NO.	DATE			

104TH ST. DETECTION PLAN  
(MP 18.84, DOT 163 430K)

SCALE: NTS  
DATE: 4/27/04

DRAWN BY: NTS  
CHECKED BY:



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ILLINOIS COMMERCE COMMISSION, STAN MILEWSKI 815-463-8387

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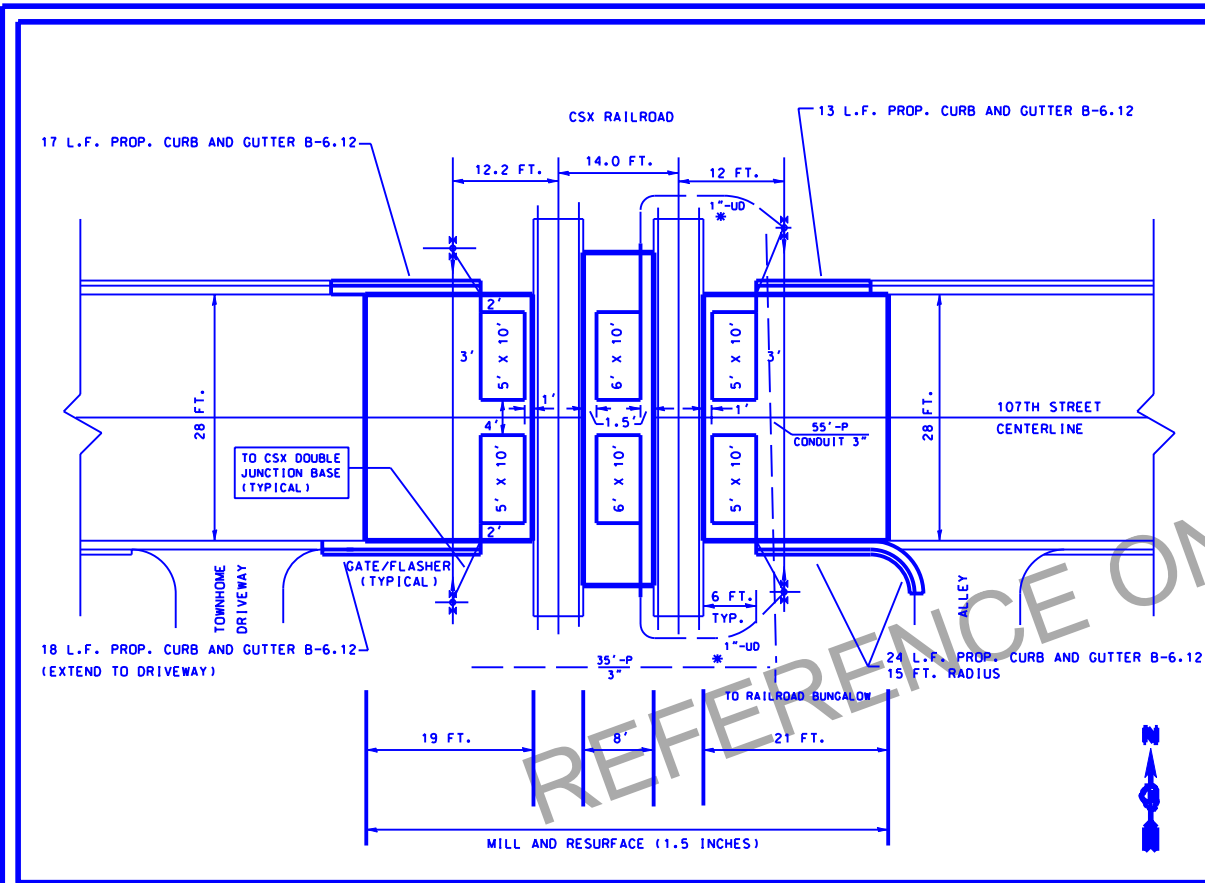
PAY ITEM	UNIT	QUANTITY
1 BITUMINOUS SURFACE REMOVAL 1.5"	SY	205
2 BITUMINOUS PRIME COAT	GALLON	72
3 BITUMINOUS SURFACE COURSE 1.5"	TON	17
4 CURB AND GUTTER REMOVAL	LF	5
5 COMBINATION CONCRETE CURB AND GUTTER B-6.12	LF	74
6 COILABLE NONMETALLIC CONDUIT SCHEDULE 80, 3" DIA UNDER ROADWAY	LF	75
7 INSTALL PREFORMED DETECTOR LOOP (RAILROAD SPECIAL)	LF	200

**ADDED DUE TO MODIFIED PLAN**  
 9 COILABLE NONMETALLIC CONDUIT SCHEDULE 80, 3" DIA UNDER RAILROAD  
 10 UNIT DUCT 1" UNDER RAILROAD (SPECIAL)

REVISIONS		NAME	DATE	CSX HIGHWAY-RAIL CORRIDOR
NO.	DESCRIPTION			

SCALE: NTS  
DATE: 4/27/04

DRAWN BY: NTS  
BY: NTS  
CHECKED BY: NTS



**NOTES**

- 1 FIELD LAYOUT TO BE APPROVED BY IL. COMMERCE COMMISSION ENGINEER
- 2 PREFORMED LOOP LAYOUT TO BE COMPLETED PRIOR TO ORDERING LOOPS
  - A. DIMENSIONS NOTED ON THE PLAN ARE APPROXIMATE, AND FIELD CONDITIONS WILL DRIVE THE FINAL LAYOUT
  - B. THE DIMENSIONS SHOWN NEAR THE LOOPS ARE THE OFFSETS FROM GATE, EDGE OF PAVEMENT, AND DISTANCE FROM CROSSING PANEL OR RAIL SEAL.
  - C. A MEASUREMENT OF 4-FEET FROM THE CENTERLINE OF TRACK SHOULD BE TAKEN TO DETERMINE TIE LOCATION; MAY NEED TO SHIFT LOOPS FURTHER THAN 1-FOOT AT RAIL SEAL LOCATIONS
- 3 PAVEMENT REMOVAL, SAW CUTTING, AND RESTORATION NECESSARY FOR CURB AND GUTTER AND LOOP LEAD-IN INSTALLATION IS INCIDENTAL
- 4 ADDITIONAL LEAD-IN LENGTH FROM EDGE OF PAVEMENT WILL BE INCIDENTAL TO FURNISHING AND INSTALLING PREFORMED DETECTOR LOOPS
- 5 PREFORMED DETECTOR LOOP- RAILROAD SPECIAL, SEE SPECIAL PROVISIONS FOR SUPPLIER AND SPECIFICATIONS
- 6 SEQUENCE OF CONSTRUCTION
  - A. INSTALL CURB AND GUTTER ALLOWING FOR LOOP LEAD-INS
  - B. PAVEMENT MILLING
  - C. SAW CUT FOR DETECTOR LOOPS/LEAD IN
  - D. INSERT PRE-FORMED DETECTOR LOOPS, REND SPECIAL (ENSURE CLEAN AND DRY SLOTS)
  - E. **INSTALL LOOP LEAD-INS AT CSX DOUBLE JUNCTION BASE**
  - F. PROVIDE BACKER, ASPHALT, OR OTHER STABILIZATION IN SLOTS PRIOR TO PAVING
  - G. BITUMINOUS SURFACE COURSE, PER IDOT, COOK COUNTY, OR CITY OF CHICAGO STANDARDS BASED ON ROADWAY JURISDICTION
- 7 CONTACT INFORMATION  
ILLINOIS COMMERCE COMMISSION, STAN MILEWSKI 815-463-8387

**SCHEDULE OF QUANTITIES**

PAY ITEM	UNIT	QUANTITY
1 BITUMINOUS SURFACE REMOVAL 1.5"	SY	158
2 BITUMINOUS PRIME COAT	GALLON	55
3 BITUMINOUS SURFACE COURSE 1.5"	TON	13
4 CURB AND GUTTER REMOVAL	LF	--
5 COMBINATION CONCRETE CURB AND GUTTER B-6.12	LF	72
6 COILABLE NONMETALLIC CONDUIT SCHEDULE 80, 3" DIA UNDER ROADWAY	LF	55
7 INSTALL PREFORMED DETECTOR LOOP (RAILROAD SPECIAL)	LF	192

ADDED DUE TO MODIFIED PLAN  
 9 COILABLE NONMETALLIC CONDUIT SCHEDULE 80, 3" DIA UNDER RAILROAD  
 10 UNIT DUCT 1" UNDER RAILROAD (SPECIAL)

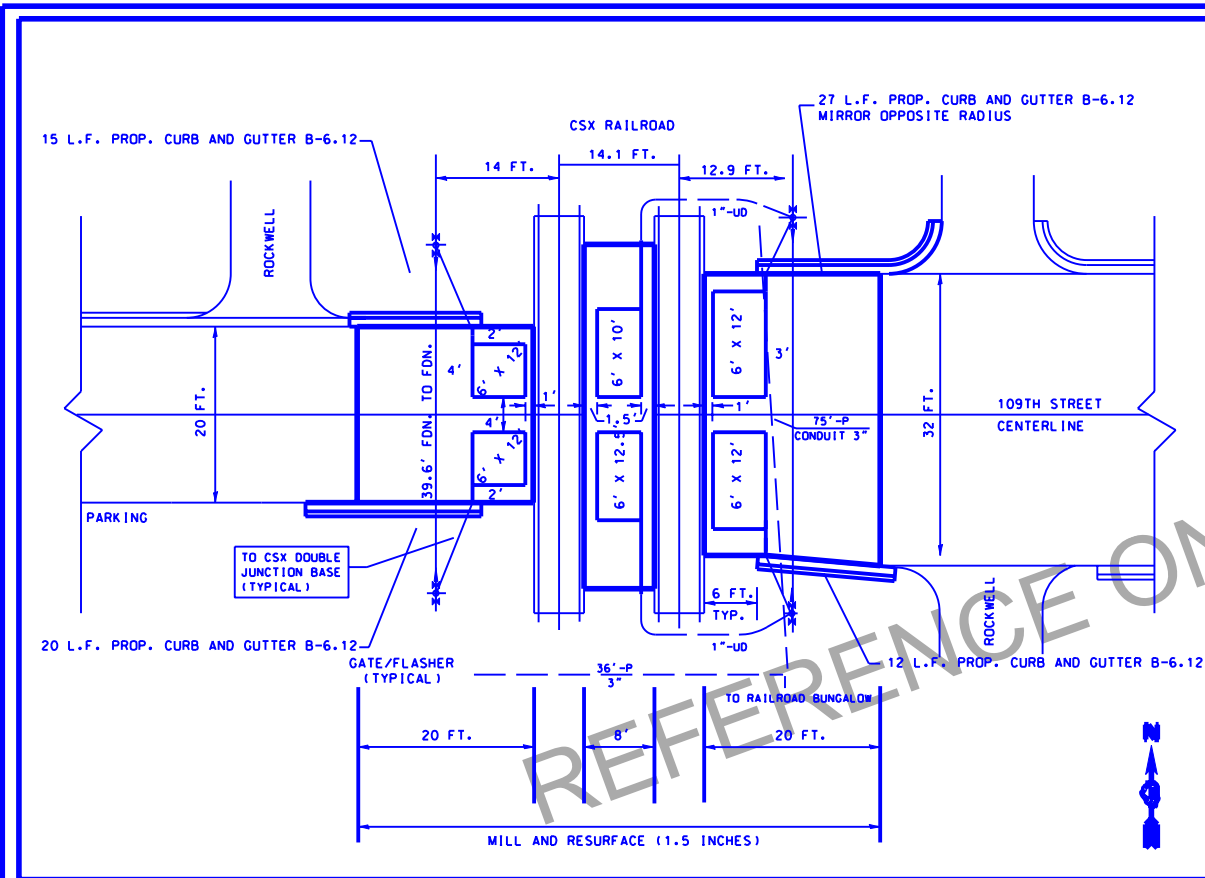
UNIT DUCT FROM MIDDLE OF TRACKS WILL NOW BE TRENCHED TO BOTTOM OF TIE DEPTH.

DETECTOR CABLE IN CONDUIT, 4/C QUANTITY REMOVED.

• 1" UNIT DUCT SHALL BE TRENCHED TO THE DEPTH OF THE BOTTOM OF RAILROAD TIE.  
 3" PUSH SHALL BE 5-FEET UNDER THE RAILROAD.

REVISIONS		NAME	DATE	CSX HIGHWAY-RAIL CORRIDOR
NO.	DESCRIPTION			

SCALE: NTS  
 DATE: 4/27/04  
 DRAWN BY: NTS  
 CHECKED BY: NTS



**NOTES**

- 1 FIELD LAYOUT TO BE APPROVED BY IL. COMMERCE COMMISSION ENGINEER
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  - A. DIMENSIONS NOTED ON THE PLAN ARE APPROXIMATE, AND FIELD CONDITIONS WILL DRIVE THE FINAL LAYOUT
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  - C. A MEASUREMENT OF 4- FEET FROM THE CENTERLINE OF TRACK SHOULD BE TAKEN TO DETERMINE TIE LOCATION; MAY NEED TO SHIFT LOOPS FURTHER THAN 1-FOOT AT RAIL SEAL LOCATIONS
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- 5 PREFORMED DETECTOR LOOP- RAILROAD SPECIAL, SEE SPECIAL PROVISIONS FOR SUPPLIER AND SPECIFICATIONS
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  - D. INSERT PRE-FORMED DETECTOR LOOPS, RENO SPECIAL (ENSURE CLEAN AND DRY SLOTS)
  - E. **INSTALL LOOP LEAD-INS AT CSX DOUBLE JUNCTION BASE**
  - F. PROVIDE BACKER, ASPHALT, OR OTHER STABILIZATION IN SLOTS PRIOR TO PAVING
  - G. BITUMINOUS SURFACE COURSE, PER IDOT, COOK COUNTY, OR CITY OF CHICAGO STANDARDS BASED ON ROADWAY JURISDICTION
- 7 CONTACT INFORMATION  
ILLINOIS COMMERCE COMMISSION, STAN MILEWSKI 815-463-8387

**SCHEDULE OF QUANTITIES**

PAY ITEM	UNIT	QUANTITY
1 BITUMINOUS SURFACE REMOVAL 1.5"	SY	153
2 BITUMINOUS PRIME COAT	GALLON	54
3 BITUMINOUS SURFACE COURSE 1.5"	TON	13
4 CURB AND GUTTER REMOVAL	LF	--
5 COMBINATION CONCRETE CURB AND GUTTER B-6.12	LF	74
6 COILABLE NONMETALLIC CONDUIT SCHEDULE 80, 3" DIA UNDER ROADWAY	LF	75
7 INSTALL PREFORMED DETECTOR LOOP (RAILROAD SPECIAL)	LF	188

ADDED DUE TO MODIFIED PLAN	
9 COILABLE NONMETALLIC CONDUIT SCHEDULE 80, 3" DIA UNDER RAILROAD	
10 UNIT DUCT 1" UNDER RAILROAD (SPECIAL)	

UNIT DUCT FROM MIDDLE OF TRACKS WILL NOW BE TRENCHED TO BOTTOM OF TIE DEPTH.

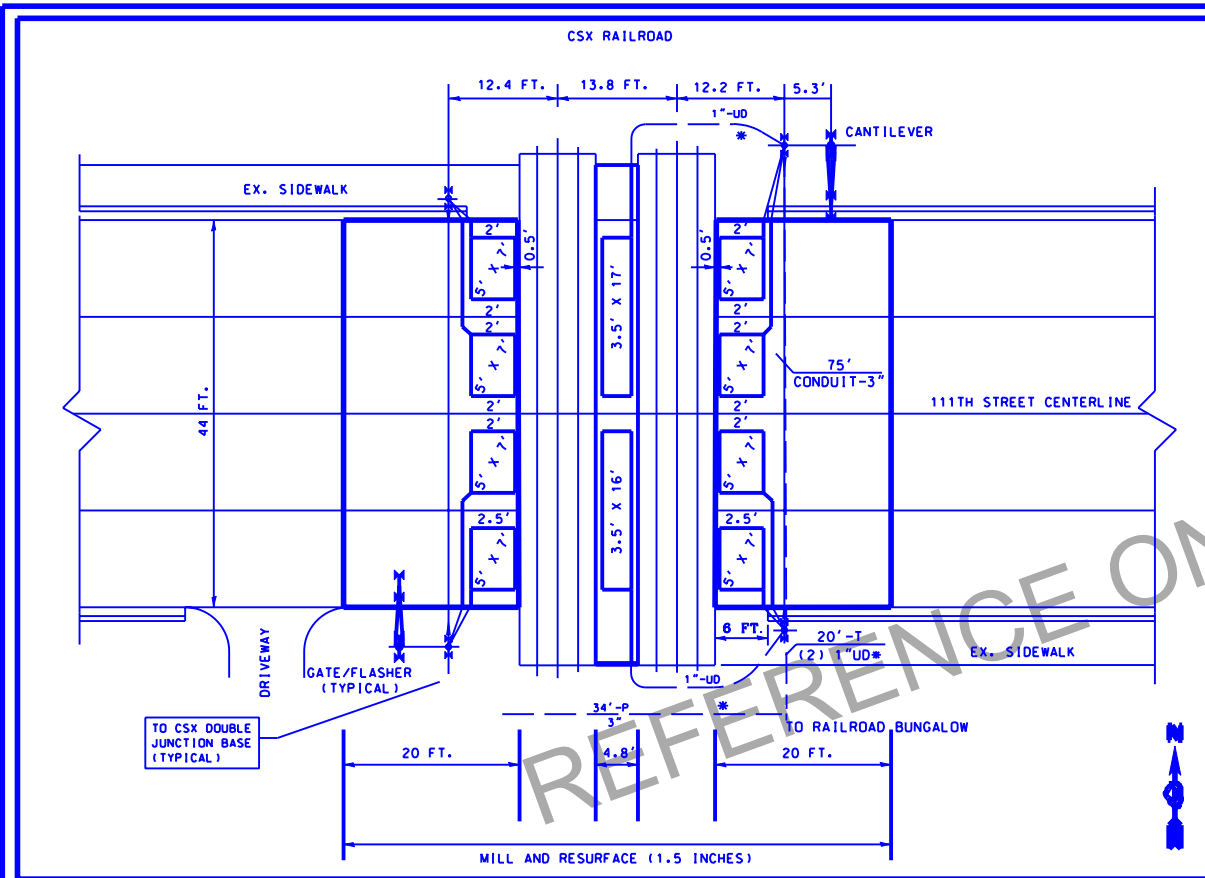
DETECTOR CABLE IN CONDUIT, 4/C QUANTITY REMOVED.

• 1" UNIT DUCT SHALL BE TRENCHED TO THE DEPTH OF THE BOTTOM OF RAILROAD TIE.  
3" PUSH SHALL BE 5- FEET UNDER THE RAILROAD.

REVISIONS		NAME	DATE
NO.	DESCRIPTION		

CSX HIGHWAY-RAIL CORRIDOR  
109TH ST. DETECTION PLAN  
(MP 18.22, DOT 163 426V)  
SCALE: NTS  
DATE: 4/27/04

DRAWN BY: [ ]  
CHECKED BY: [ ]



**NOTES**

- 1 FIELD LAYOUT TO BE APPROVED BY IL. COMMERCE COMMISSION ENGINEER
- 2 PREFORMED LOOP LAYOUT TO BE COMPLETED PRIOR TO ORDERING LOOPS
  - A. DIMENSIONS NOTED ON THE PLAN ARE APPROXIMATE, AND FIELD CONDITIONS WILL DRIVE THE FINAL LAYOUT
  - B. THE DIMENSIONS SHOWN NEAR THE LOOPS ARE THE OFFSETS FROM GATE, EDGE OF PAVEMENT, AND DISTANCE FROM CROSSING PANEL OR RAIL SEAL.
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  - C. SAW CUT FOR DETECTOR LOOPS/LEAD IN
  - D. INSERT PRE-FORMED DETECTOR LOOPS. REND SPECIAL (ENSURE CLEAN AND DRY SLOTS)
  - E. **INSTALL LOOP LEAD-INS AT CSX DOUBLE JUNCTION BASE**
  - F. PROVIDE BACKER, ASPHALT, OR OTHER STABILIZATION IN SLOTS PRIOR TO PAVING
  - G. BITUMINOUS SURFACE COURSE, PER IDOT, COOK COUNTY, OR CITY OF CHICAGO STANDARDS BASED ON ROADWAY JURISDICTION
- 7 CONTACT INFORMATION  
ILLINOIS COMMERCE COMMISSION, STAN MILEWSKI 815-463-8387

**E. INSTALL LOOP LEAD-INS AT CSX DOUBLE JUNCTION BASE**

UNIT DUCT FROM MIDDLE OF TRACKS WILL NOW BE TRENCHED TO BOTTOM OF TIE DEPTH.

DETECTOR CABLE IN CONDUIT, 4/C QUANTITY REMOVED.

\* 1" UNIT DUCT SHALL BE TRENCHED TO THE DEPTH OF THE BOTTOM OF RAILROAD TIE.  
3" PUSH SHALL BE 5- FEET UNDER THE RAILROAD.

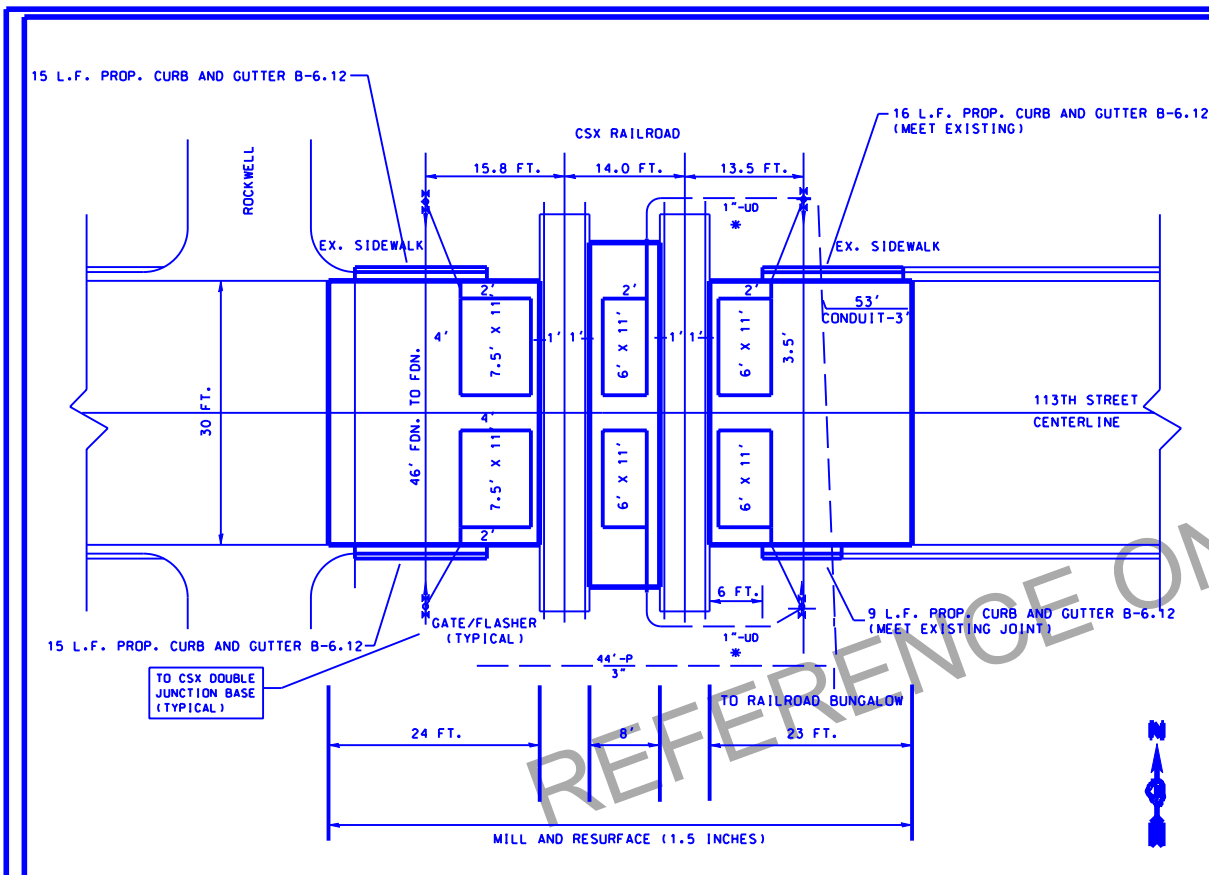
**SCHEDULE OF QUANTITIES**

PAY ITEM	UNIT	QUANTITY
1 BITUMINOUS SURFACE REMOVAL 1.5"	SY	224
2 BITUMINOUS PRIME COAT	GALLON	79
3 BITUMINOUS SURFACE COURSE 1.5"	TON	19
4 CURB AND GUTTER REMOVAL	LF	--
5 COMBINATION CONCRETE CURB AND GUTTER B-6.12	LF	--
6 COILABLE NONMETALLIC CONDUIT SCHEDULE 80, 3" DIA UNDER ROADWAY	LF	75
7 INSTALL PREFORMED DETECTOR LOOP (RAILROAD SPECIAL)	LF	342

**ADDED DUE TO MODIFIED PLAN**  
 9 COILABLE NONMETALLIC CONDUIT SCHEDULE 80, 3" DIA UNDER RAILROAD  
 10 UNIT DUCT 1" UNDER RAILROAD (SPECIAL)

REVISIONS		DATE	BY
NO.	DESCRIPTION		

CSX HIGHWAY-RAIL CORRIDOR  
 111TH ST. DETECTION PLAN  
 (MP 17.97, DOT 163 425N)  
 SCALE: NTS  
 DATE: 4/27/04  
 DRAWN BY: NTS  
 CHECKED BY: NTS



**NOTES**

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- 2 PREFORMED LOOP LAYOUT TO BE COMPLETED PRIOR TO ORDERING LOOPS
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- 7 CONTACT INFORMATION  
ILLINOIS COMMERCE COMMISSION, STAN MILEWSKI 815-463-8387

**SCHEDULE OF QUANTITIES**

PAY ITEM	UNIT	QUANTITY
1 BITUMINOUS SURFACE REMOVAL 1.5"	SY	192
2 BITUMINOUS PRIME COAT	GALLON	67
3 BITUMINOUS SURFACE COURSE 1.5"	TON	16
4 CURB AND GUTTER REMOVAL	LF	--
5 COMBINATION CONCRETE CURB AND GUTTER B-6.12	LF	55
6 COILABLE NONMETALLIC CONDUIT SCHEDULE 80, 3" DIA UNDER ROADWAY	LF	53
7 INSTALL PREFORMED DETECTOR LOOP (RAILROAD SPECIAL)	LF	220

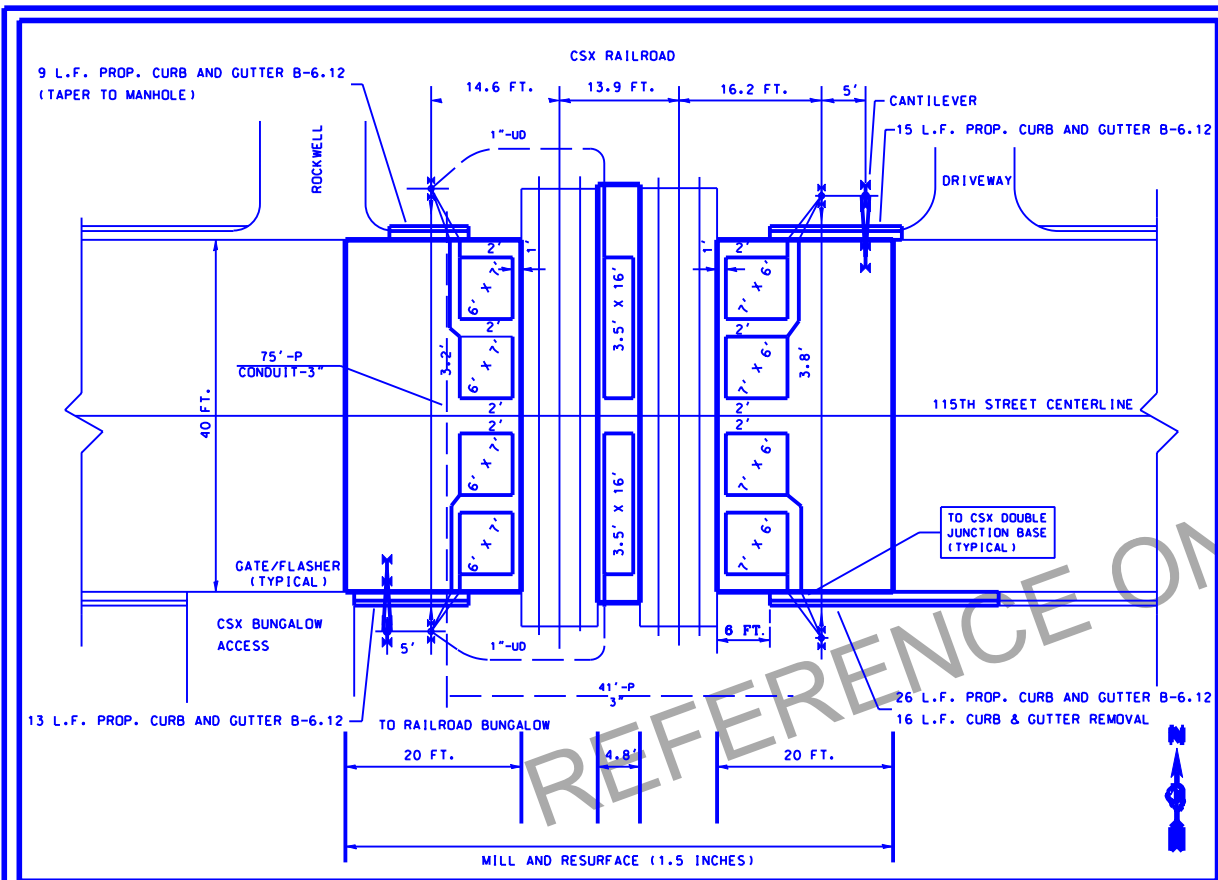
ADDED DUE TO MODIFIED PLAN  
 9 COILABLE NONMETALLIC CONDUIT SCHEDULE 80, 3" DIA UNDER RAILROAD  
 10 UNIT DUCT 1" UNDER RAILROAD (SPECIAL)

UNIT DUCT FROM MIDDLE OF TRACKS WILL NOW BE TRENCHED TO BOTTOM OF TIE DEPTH.  
 DETECTOR CABLE IN CONDUIT, 4/C QUANTITY REMOVED.

• 1" UNIT DUCT SHALL BE TRENCHED TO THE DEPTH OF THE BOTTOM OF RAILROAD TIE.  
 3" PUSH SHALL BE 5-FEET UNDER THE RAILROAD.

REVISIONS		NAME	DATE
NO.	DESCRIPTION		

CSX HIGHWAY-RAIL CORRIDOR  
 113TH ST. DETECTION PLAN  
 (MP 17.72, DOT 163 424G)  
 SCALE: NTS  
 DATE: 4/27/04  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_



**NOTES**

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- 2 PREFORMED LOOP LAYOUT TO BE COMPLETED PRIOR TO ORDERING LOOPS
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- 7 CONTACT INFORMATION  
ILLINOIS COMMERCE COMMISSION, STAN MILEWSKI 815-463-8387

**SCHEDULE OF QUANTITIES**

PAY ITEM	UNIT	QUANTITY
1 BITUMINOUS SURFACE REMOVAL 1.5"	SY	204
2 BITUMINOUS PRIME COAT	GALLON	72
3 BITUMINOUS SURFACE COURSE 1.5"	TON	17
4 CURB AND GUTTER REMOVAL	LF	16
5 COMBINATION CONCRETE CURB AND GUTTER B-6.12	LF	63
6 COILABLE NONMETALLIC CONDUIT SCHEDULE 80, 3" DIA UNDER ROADWAY	LF	75
7 INSTALL PREFORMED DETECTOR LOOP (RAILROAD SPECIAL)	LF	306

ADDED DUE TO MODIFIED PLAN  
 9 COILABLE NONMETALLIC CONDUIT SCHEDULE 80, 3" DIA UNDER RAILROAD  
 10 UNIT DUCT 1" UNDER RAILROAD (SPECIAL)

UNIT DUCT FROM MIDDLE OF TRACKS WILL NOW BE TRENCHED TO BOTTOM OF TIE DEPTH.  
 DETECTOR CABLE IN CONDUIT, 4/C QUANTITY REMOVED.

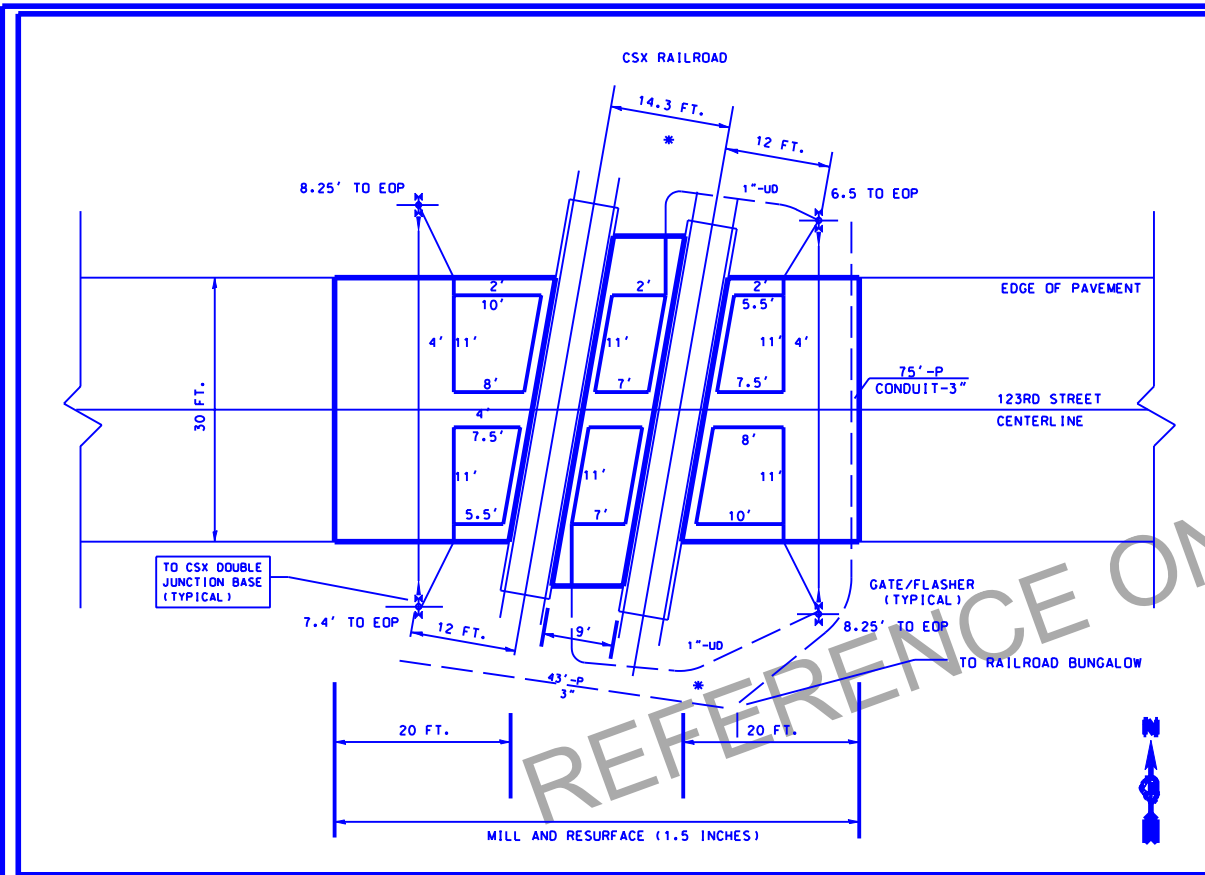
• 1" UNIT DUCT SHALL BE TRENCHED TO THE DEPTH OF THE BOTTOM OF RAILROAD TIE.  
 3" PUSH SHALL BE 5-FEET UNDER THE RAILROAD.

REVISIONS		NAME	DATE	CSX HIGHWAY-RAIL CORRIDOR
NO.	DESCRIPTION			

115TH ST. DETECTION PLAN  
(MP 17.48, DOT 163 423A)

SCALE: NTS      DRAWN BY: NTS  
 DATE: 4/27/04      CHECKED BY:





**NOTES**

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- 7 CONTACT INFORMATION  
ILLINOIS COMMERCE COMMISSION, STAN MILEWSKI 815-463-8387

**SCHEDULE OF QUANTITIES**

PAY ITEM	UNIT	QUANTITY
1 BITUMINOUS SURFACE REMOVAL 1.5"	SY	187
2 BITUMINOUS PRIME COAT	GALLON	65
3 BITUMINOUS SURFACE COURSE 1.5"	TON	16
4 CURB AND GUTTER REMOVAL	LF	--
5 COMBINATION CONCRETE CURB AND GUTTER B-6.12	LF	--
6 COILABLE NONMETALLIC CONDUIT SCHEDULE 80, 3" DIA UNDER ROADWAY	LF	75
7 INSTALL PREFORMED DETECTOR LOOP (RAILROAD SPECIAL)	LF	224

ADDED DUE TO MODIFIED PLAN  
 9 COILABLE NONMETALLIC CONDUIT SCHEDULE 80, 3" DIA UNDER RAILROAD  
 10 UNIT DUCT 1" UNDER RAILROAD (SPECIAL)

UNIT DUCT FROM MIDDLE OF TRACKS WILL NOW BE TRENCHED TO BOTTOM OF TIE DEPTH.

DETECTOR CABLE IN CONDUIT, 4/C QUANTITY REMOVED.

• 1" UNIT DUCT SHALL BE TRENCHED TO THE DEPTH OF THE BOTTOM OF RAILROAD TIE.  
 3" PUSH SHALL BE 5- FEET UNDER THE RAILROAD.

REVISIONS		CSX HIGHWAY-RAIL CORRIDOR
NAME	DATE	

123RD ST. DETECTION PLAN  
 (MP 16.46, DOT 163 421L)  
 SCALE: NTS  
 DATE 4/27/04  
 DRAWN BY  
 CHECKED BY

**Attachment "5"**

**Prevailing Wage**

**ILLINOIS DEPARTMENT OF LABOR**

**PREVAILING WAGES FOR ~~COOK~~ COUNTY EFFECTIVE ~~May, 2007~~**

These Prevailing rates of wages are included in this Contract proposal which is 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 this Contract, not less than the rates of wages ascertained by the Illinois Department of Labor and as revised during the performance of the Contract shall be paid to all laborers, workers and mechanics performing work under the Contract. Post this 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 this 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.

# Cook County Prevailing Wage for May 2007

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	==	=	=====	=====	=====	==	==	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		31.550	32.300	1.5	1.5	2.0	7.460	4.840	0.000	0.170
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	7.860	4.910	0.000	0.000
BOILERMAKER		BLD		38.540	42.000	2.0	2.0	2.0	6.720	7.440	0.000	0.300
BRICK MASON		BLD		34.850	38.340	1.5	1.5	2.0	7.050	7.870	0.000	0.380
CARPENTER		ALL		36.520	38.520	1.5	1.5	2.0	7.960	5.910	0.000	0.490
CEMENT MASON		ALL		38.200	40.200	2.0	1.5	2.0	6.790	5.620	0.000	0.170
CERAMIC TILE FNSHER		BLD		28.520	0.000	2.0	1.5	2.0	5.650	5.750	0.000	0.330
COMM. ELECT.		BLD		32.440	34.940	1.5	1.5	2.0	6.930	5.320	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		36.050	42.000	1.5	1.5	2.0	7.870	9.730	0.000	0.270
ELECTRIC PWR GRNDMAN		ALL		28.120	42.000	1.5	1.5	2.0	6.140	7.600	0.000	0.210
ELECTRIC PWR LINEMAN		ALL		36.050	42.000	1.5	1.5	2.0	7.870	9.730	0.000	0.270
ELECTRICIAN		ALL		36.300	38.900	1.5	1.5	2.0	9.530	7.250	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		42.045	47.300	2.0	2.0	2.0	8.275	6.060	2.520	0.550
FENCE ERECTOR		ALL		27.140	28.640	1.5	1.5	2.0	7.500	7.590	0.000	0.250
GLAZIER		BLD		31.400	32.400	1.5	2.0	2.0	6.490	9.050	0.000	0.500
HT/FROST INSULATOR		BLD		33.300	35.050	1.5	1.5	2.0	7.860	8.610	0.000	0.310
IRON WORKER		ALL		38.250	40.250	2.0	2.0	2.0	9.470	11.27	0.000	0.300
LABORER		ALL		31.550	32.300	1.5	1.5	2.0	7.460	4.840	0.000	0.170
LATHER		BLD		36.520	38.520	1.5	1.5	2.0	7.960	5.910	0.000	0.490
MACHINIST		BLD		36.890	38.890	2.0	2.0	2.0	4.380	5.650	2.550	0.000
MARBLE FINISHERS		ALL		25.750	0.000	1.5	1.5	2.0	6.070	7.020	0.000	0.580
MARBLE MASON		BLD		34.850	38.340	1.5	1.5	2.0	7.050	7.870	0.000	0.490
MATERIAL TESTER 1		ALL		21.550	0.000	1.5	1.5	2.0	7.460	4.840	0.000	0.170
MATERIALS TESTER II		ALL		26.550	0.000	1.5	1.5	2.0	7.460	4.840	0.000	0.170
MILLWRIGHT		ALL		36.520	38.520	1.5	1.5	2.0	7.960	5.910	0.000	0.490
OPERATING ENGINEER		BLD	1	41.550	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	2	40.250	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	3	37.700	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	4	35.950	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		FLT	1	47.250	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	2	45.750	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	3	40.700	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	4	33.850	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		HWY	1	39.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	2	39.200	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	3	37.150	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	4	35.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	5	34.550	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
ORNAMNTL IRON WORKER		ALL		35.600	37.600	2.0	2.0	2.0	7.500	10.84	0.000	0.750
PAINTER		ALL		34.400	38.700	1.5	1.5	1.5	6.200	6.400	0.000	0.390
PAINTER SIGNS		BLD		28.970	32.520	1.5	1.5	1.5	2.600	2.310	0.000	0.000
PILEDRIVER		ALL		36.520	38.520	1.5	1.5	2.0	7.960	5.910	0.000	0.490
PIPEFITTER		BLD		37.600	39.600	1.5	1.5	2.0	8.660	6.900	0.000	0.940
PLASTERER		BLD		33.850	35.350	1.5	1.5	2.0	6.740	7.100	0.000	0.400
PLUMBER		BLD		39.700	41.700	1.5	1.5	2.0	8.170	4.560	0.000	0.940
ROOFER		BLD		33.650	35.650	1.5	1.5	2.0	6.460	3.310	0.000	0.330
SHEETMETAL WORKER		BLD		33.400	36.070	1.5	1.5	2.0	6.460	7.850	0.000	0.590
SIGN HANGER		BLD		25.340	26.190	1.5	1.5	2.0	4.180	2.250	0.000	0.000
SPRINKLER FITTER		BLD		38.500	40.500	1.5	1.5	2.0	8.250	6.100	0.000	0.500
STEEL ERECTOR		ALL		36.250	37.750	2.0	2.0	2.0	8.970	10.77	0.000	0.300
STONE MASON		BLD		33.250	36.580	1.5	1.5	2.0	6.450	7.020	0.000	0.440
TERRAZZO FINISHER		BLD		29.290	0.000	1.5	1.5	2.0	5.650	6.940	0.000	0.270
TERRAZZO MASON		BLD		33.650	36.650	1.5	1.5	2.0	5.650	8.610	0.000	0.300
TILE MASON		BLD		34.600	38.600	2.0	1.5	2.0	5.650	7.000	0.000	0.460
TRAFFIC SAFETY WRKR		HWY		22.800	24.400	1.5	1.5	2.0	3.078	1.875	0.000	0.000
TRUCK DRIVER	E	ALL	1	29.150	29.800	1.5	1.5	2.0	5.650	4.300	0.000	0.000
TRUCK DRIVER	E	ALL	2	29.400	29.800	1.5	1.5	2.0	5.650	4.300	0.000	0.000
TRUCK DRIVER	E	ALL	3	29.600	29.800	1.5	1.5	2.0	5.650	4.300	0.000	0.000

TRUCK DRIVER	E	ALL	4	29.800	29.800	1.5	1.5	2.0	5.650	4.300	0.000	0.000
TRUCK DRIVER	W	ALL	1	29.700	30.250	1.5	1.5	2.0	6.500	3.400	0.000	0.000
TRUCK DRIVER	W	ALL	2	29.850	30.250	1.5	1.5	2.0	6.500	3.400	0.000	0.000
TRUCK DRIVER	W	ALL	3	30.050	30.250	1.5	1.5	2.0	6.500	3.400	0.000	0.000
TRUCK DRIVER	W	ALL	4	30.250	30.250	1.5	1.5	2.0	6.500	3.400	0.000	0.000
TUCKPOINTER		BLD		34.500	35.500	1.5	1.5	2.0	4.710	6.340	0.000	0.400

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

### COOK COUNTY

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

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.

### 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

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in

tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN - Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installatin of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and experiors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior

and exterior which were installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill self-propelled; Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

#### OPERATING ENGINEERS - FLOATING

Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).

Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.

Class 3. Deck equipment operator (machineryman), maintenance of crane (over 50 ton capacity) or backhoe (96,000 pounds or more), tug/launch operator, loader, dozer and like equipment on barge, breakwater wall, slip/dock or scow, deck machinery, etc.

Class 4. Deck equipment operator machineryman/fireman), (4 equipment units or more) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.

#### OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts, Oilers.

#### TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TEamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:



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

#### LANDSCAPING

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

**Attachment "6"**

**SPECIAL PROVISION FOR EEO**

**The State of Illinois Department of Transportation Special Provisions for Equal Employment Opportunity as provided herein shall be applicable to a contract resulting from this solicitation between the CONTRACTOR and the Illinois Commerce Commission.**

State of Illinois  
Department of Transportation  
SPECIAL PROVISION FOR EEO  
Effective: July 21, 1978  
Revised: November 18, 1980

The requirements of the following provisions written for federally-assisted construction contracts, including all goals and timetables and affirmative action steps, shall also apply to all State-funded construction contracts awarded by the Illinois Department of Transportation. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The offeror's or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

**APPENDIX A**

The following goal for female utilization in each construction craft and trade shall apply to all contractors holding federal and federally-assisted construction contracts and subcontracts in excess of \$10,000. The goal is applicable to the Contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a federal, federally assisted or non-federally related construction contract or subcontract.

Area Covered (Statewide)  
Goals for Women apply nationwide.  
GOAL Goal (percent)  
Female Utilization 6.9

**APPENDIX B**

Until further notice, the following goals for minority utilization in each construction craft and trade shall apply to all contractors holding federal or federally-assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to the Contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a federal, federally-assisted or non-federally related construction contract or subcontract.

Economic Area Goal (percent)

056 Paducah, KY: 5.2  
Non - SMSA Counties -  
IL - Hardin, Massac, Pope  
KY - Ballard, Caldwell, Calloway, Carlisle, Crittenden, Fulton, Graves, Hickman, Livingston, Lyon, McCracken, Marshall

080 Evansville, IN:  
Non-SMSA Counties 3.5  
IL - Edwards, Gallatin, Hamilton, Lawrence, Saline, Wabash, White  
IN - Dubois, Knox, Perry, Pike, Spencer  
KY - Hancock, Hopkins, McLean, Mublenberg, Ohio, Union, Webster

081 Terre Haute, IN:  
Non-SMSA Counties - 2.5  
IL - Clark, Crawford  
KY - Parke

083 Chicago, IL  
SMSA Counties:

1600 Chicago, IL - 19.6  
IL - Cook, DuPage, Kane Lake, McHenry, Will

3740 Kankakee, IL - 9.1  
IL - Kankakee  
Non-SMSA Counties - 18.4  
IL - Bureau, DeKalb, Grundy, Iroquois, Kendall, LaSalle, Livingston, Putnam  
IN - Jasper, Laporte, Newton, Pulaski, Starke

084 Champaign - Urbana, IL:  
SMSA Counties:

1400 Champaign - Urbana - Rantoul, IL - 7.8  
IL - Champaign  
Non-SMSA Counties - 4.8  
IL - Coles, Cumberland, Douglas, Edgar, Ford, Piatt, Vermilion

085 Springfield - Decatur, IL:  
SMSA Counties:

2040 Decatur, IL - 7.6  
IL - Macon

7880 Springfield, IL - 4.5  
IL - Menard, Sangamon  
Non-SMSA Counties  
IL -Cass, Christian, DeWitt, Logan, 4.0  
Morgan, Moultrie, Scott, Shelby

086 Quincy, IL:  
Non-SMSA Counties - 3.1  
IL - Adams, Brown, Pike  
MO - Lewis, Marion, Pike Rails

087 Peoria, IL:  
SMSA Counties:

1040 Bloomington - Normal, IL - 2.5  
IL - McLean

6120 Peoria, IL - 4.4  
IL - Peoria, Tazewell, Woodford  
Non-SMSA Counties - 3.3  
IL - Fulton, Knox, McDonough, Marshall, Mason, Schuyler, Stark, Warren

088 Rockford, IL:  
SMSA Counties:

6880 Rockford, IL - 6.3  
IL - Boone, Winnebago  
Non-SMSA Counties - 4.6  
IL - Lee, Ogle, Stephenson

098 Dubuque, IA:  
Non-SMSA Counties - 0.5  
IL - JoDaviess  
IA - Atlamakee, Clayton, Delaware,  
Jackson, Winnesheik

WI - Crawford, Grant, Lafayette

099 Davenport, Rock Island, Moline, IA - IL:  
SMSA Counties:

1960 Davenport, Rock Island, Moline, IA - IL - 4.6

IL - Henry, Rock Island

IA - Scott

Non-SMSA Counties - 3.4

IL - Carroll, Hancock, Henderson, Mercer, Whiteside IA - Clinton, Des Moines, Henry, Lee, Louisa, Muscatine

MO - Clark

107 SMSA Counties:

7040 St. Louis, MO - IL - 14.7

IL - Clinton, Madison, Monroe, St. Clair

MO - Franklin, Jefferson, St. Charles, St. Louis, St. Louis City Non-SMSA Counties - 11.4

IL - Alexander, Bond, Calhoun, Clay, Effingham, Fayette, Franklin, Greene, Jackson, Jasper, Jefferson, Jersey, Johnson, Macoupin, Marion, Montgomery, Perry, Pulaski, Randolph, Richland, Union, Washington, Wayne, Williamson MO - Bollinger, Butler, Cape Girardeau, Carter, Crawford, Dent, Gasconade, Iron, Lincoln, Madison, Maries, Mississippi, Montgomery, Perry, Phelps, Reynolds, Ripley, St. Francois, Ste. Genevieve, Scott, Stoddard, Warren, Washington, Wayne

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction. The Contractor's compliance with Executive Order 11246 and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the provisions and specifications set forth in its federally assisted contracts, and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246 and the regulations in 41 CFR Part 60-

4. Compliance with the goals will be measured against the total work hours performed.
3. The Illinois Department of Transportation will provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten working days of award of any construction contract and/or subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. This notification will list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the entire State of Illinois for the goal set forth in APPENDIX A and the county or counties in which the work is located for the goals set forth in APPENDIX B.

#### STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

- (a) "Covered area" means the geographical area described in the solicitation from which this contract resulted:
- (b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- (c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

(d) "Minority" includes:

- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individual or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal Procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - (a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- (c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the Union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- (d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- (e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- (f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- (i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- (l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- (n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

- (o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
  9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specified minority group of women is underutilized).
  10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
  11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
  12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
  13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
  14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
  15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

State of Illinois

Department of Transportation

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES NONFEDERAL-AID CONTRACTS

Effective: March 20, 1969

Revised: January 1, 1994

## 1. General

- a. The requirements set forth herein shall constitute the specific affirmative action requirements under this contract and supplement the nondiscrimination requirements contained elsewhere in this proposal.
- b. The Contractor shall work with the Illinois Department of Transportation (IDOT) in carrying out Equal Employment Opportunity (EEO) obligations and in reviews of activities under the contract.
- c. The Contractor, and all Subcontractors holding subcontracts (not including material suppliers) of \$10,000 or more, shall comply with the following minimum specific requirement activities of EEO. The Contractor shall include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the Subcontractor.

2. Equal Employment Opportunity Policy. The Contractor shall accept as operating policy the following statement which is designed to further the provision of EEO to all persons, and to promote the full realization of equal employment opportunity through a positive continuing program: "It is the policy of this Company to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age, or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

3. Equal Employment Opportunity Officer. The Contractor shall designate and make known to IDOT contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active Contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

## 4. Dissemination of Policy

- a. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the Contractor's EEO obligations within thirty days following their reporting for duty with the Contractor.
  - (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minority and female employees.
- b. In order to make the Contractor's EEO policy known to all employees, prospective employees, and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor shall take the following actions:
  - (1) Notices and posters setting forth the Contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - (2) The Contractor's EEO policy and the procedures to implement such policy shall be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

## 5. Recruitment.

- a. When advertising for employees, the Contractor shall include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements shall be published in newspapers, or other publications, having a large circulation among minority groups in the area from which the project work force would normally be derived.



- b. The Contractor shall, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants, including, but not limited to, State employment agencies, schools, colleges and minority and female organizations. To meet this requirement, the Contractor shall, identify sources of potential minority and female employees, and establish with such identified sources procedures whereby minority and female applicants may be referred to the Contractor for employment consideration. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with EEO contract provisions.
  - c. The Contractor shall encourage present employees to refer minority and female applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority and female applicants shall be discussed with employees.
6. Personnel Actions. Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, will be taken without regard to race, color, religion, sex, national origin, age, or disability. The following procedures shall be followed:
- a. The Contractor shall conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
  - b. The Contractor shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - c. The Contractor shall periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor shall promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
  - d. The Contractor shall promptly investigate all complaints of alleged discrimination made to the Contractor in connection with the obligations under this contract, shall attempt to resolve such complaints, and shall take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor shall inform every complainant of all of the avenues of appeal.
7. Training and Promotion
- a. The Contractor shall assist in locating, qualifying and increasing the skills of minority and female employees and applicants for employment.
  - b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance.
  - c. The Contractor shall advise employees and applicants for employment of available training programs and entrance requirements for each.
  - d. The Contractor shall periodically review the training and promotion potential of minority and female employees and shall encourage eligible employees to apply for such training and promotion.
8. Unions. If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor shall use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minorities and females within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor, either directly or through a Contractor's association acting as agent, shall include the procedures set forth below:
- a. The Contractor shall use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority and female employees for membership in the unions and increasing the skills of minority and female and employees so that they may qualify for higher paying employment.
  - b. The Contractor shall use best efforts to incorporate an EEO clause into each union agreement to the end that such union shall be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age, or disability.

- c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to IDOT and shall set forth what efforts have been made to obtain such information.
  - d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and female referrals within the time limit set forth in the collective bargaining agreement, the Contractor shall, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and females. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minorities or female employees). In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to these Special Provisions, such Contractor shall immediately notify IDOT.
9. Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment. The Contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the selection and retention of Subcontractors, including procurement of materials and leases of equipment.
- a. The Contractor shall notify all potential Subcontractors and suppliers of his/her EEO obligations under this contract.
  - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR Part 23, shall have equal opportunity to compete for and perform subcontracts which the Contractor enters into pursuant to this contract. The Contractor shall use best efforts to solicit bids from and to utilize DBE Subcontractors or Subcontractors with meaningful minority and female representation among their employees. Contractors shall obtain lists of DBE construction firms from IDOT personnel.
  - c. The Contractor shall use his/her best efforts to ensure Subcontractor compliance with their EEO obligations.
10. Records and Reports The Contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of IDOT.
- a. The records kept by the Contractor shall document the following:
    - (1) the number of minorities, non-minorities and females employed in each work classification on the project;
    - (2) the progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and females;
    - (3) the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and (4) the progress and efforts being made in securing the services of DBE Subcontractors, or Subcontractors with meaningful minority and female representation among their employees.
  - b. The Contractor shall submit to IDOT a monthly report every month for the duration of the project, indicating the number of minority, non-minority and female employees currently engaged in each work classification required by contract work and the number of hours worked. This information is to be reported on Form SBE-956. If on-the-job training is being required by special provision, the Contractor will be required to collect and report training data.

State of Illinois  
 Department of Transportation  
 REQUIRED PROVISIONS - STATE CONTRACTS  
 EMPLOYMENT OF ILLINOIS WORKERS DURING PERIODS OF EXCESSIVE UNEMPLOYMENT  
 Effective: April 1, 1965  
 Revised: April 1, 1993

**I. SELECTION OF LABOR.** The Contractor shall comply with all Illinois statutes pertaining to the selection of labor. Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. Other laborers may be used

when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Engineer. The Contractor may place no more than three of his/her regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during period of excessive unemployment. This provision applies to all labor, whether skilled, semi-skilled or unskilled, whether manual or non-manual.

**II. EQUAL EMPLOYMENT OPPORTUNITY.** In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future Contracts or subcontracts with the State of Illinois or any of its political sub-divisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, martial status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such Subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**III. SUBLETTING OR ASSIGNING THE CONTRACT.**

1. The Contractor shall perform with his/her own organization contract work amounting to not less than 50 percent of the original total contract price, except that any items designated by the State as "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with his/her own organization.
  - a. "His/her own organization" shall be construed to include only worker employed and paid directly by the Contractor and equipment owned or rented by him/her, with or without operators.

- b. "Specialty Items" shall be construed to be limited to work that requires specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. In addition to the 50 percent requirement set forth in paragraph 1 above, the Contractor shall furnish (a) a competent superintendent or foreman who is employed by him/her, who has full authority to direct performance of the work in accordance with the contract requirements, and who is in charge of all construction operations (regardless of who performs the work), and (b) such other of his/her own organizational capability and responsibility (supervision, management, and engineering services) as the State highway department contracting officer determines is necessary to assure the performance of the contract.
3. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof, or of his/her right, title or interest therein, without written consent of the Engineer. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with the Contractor's own organization, work amounting to not less than 50 percent of the total contract cost, except that any items designated in the contract as "specialty items" may be performed by subcontract and the cost of any such specialty items so performed by subcontract may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his/her own organization. Materials purchased or produced by the Contractor must be incorporated into the project by the Contractor's own organization if their cost is to be applied to the 50 percent requirement.
- No subcontracts, or transfer of contract, shall in any case release the Contractor of his/her liability under the contract and bonds. All transactions of the Engineer shall be with the Contractor. The Contractor shall have representative on the job at all times when either contract or subcontract work is being performed.
- All requests to subcontract shall contain a certification that the subcontract agreement exists in writing and physically contains the required Federal and State Equal Employment Opportunity provisions and Labor compliance provisions, including the contract minimum wage requirements. The contractor shall permit Department or Federal representatives to examine the subcontract agreements upon notice.
4. Any items that have been selected as "Specialty Items" for the contract are listed as such in the Special Provisions, bid schedule, or elsewhere in the contract documents.
5. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the State highway department contracting officer, or his/her authorized representative, and such consent when given shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Request for permission to sublet, assign or otherwise dispose of any portion of the contract shall be in writing and accompanied by (a) a showing that the organization which will perform the work is particularly experienced and equipped for such work, and (b) an assurance by the Contractor that the labor standards provisions set forth in this contract shall apply to labor performed on all work encompassed by the request.

#### **IV. COMPLIANCE WITH PREVAILING WAGE LAW**

1. All wages paid by the Contractor and Subcontractors shall be in compliance with "AN ACT regulating wages of laborers, mechanics and workers employed in any public works by the state, county, city or any public body or any political subdivision or by any one under contract for public works", approved June 26, 1941, as amended, except that where a prevailing wage violates a Federal law, order, or ruling, the rate conforming to the Federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each Subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor shall not be allowed additional compensation on account of said revisions.
2. The Department may require the submission by the Contractor of payroll records or copies thereof. Further, the Contractor may be required to make his/her payroll records available at the project site for inspection. Whether the payrolls or copies are submitted or not, each Contractor and Subcontractor shall preserve his/her weekly payroll records for a period of three years from the date of completion of this contract. The payroll records shall contain the name, address and social security number of each employee, his/her correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid.
3. The Contractor shall permit his/her employees to be interviewed during working hours on the job by compliance investigators of the Department or the Department of Labor. The Contractor shall submit a certificate of compliance with the aforementioned Act upon completion of the contract. The Contractor may use BC Form 749 for submission of this statement.

**V. NONSEGREGATED FACILITIES.** (Applicable to State Financed Construction Contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause). By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement, as appropriate, the bidder, construction contractor, subcontractor, or material supplier, as appropriate, certifies that (s)he does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that (s)he does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. (S)He certifies further that (s)he will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that (s)he will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. (S)He agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. (S)He agrees that (except where he/she has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), he/she will obtain identical certifications from proposed subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that (s)he will retain such certifications in his/her files.

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## Vehicle Detection System Inspection Report

4-Quadrant Gate Systems, CSX Railroad, 91<sup>st</sup> Street to 123<sup>rd</sup> Street  
Illinois Commerce Commission

Inspection Date: \_\_\_\_\_

Inspector's Printed Name: \_\_\_\_\_

Inspector's Signature: \_\_\_\_\_

Inspection Type (check one):       Routine Quarterly       Emergency Call-out  
(fill in information below)

Source of Complaint or Inquiry: \_\_\_\_\_  
(For emergency Call-outs only)      Phone number if applicable

Check all Crossings Inspected	Street	DOT#	Railroad Milepost	City/Village	No Deficiencies Found	Deficiencies Found <small>(Explain below)</small>
<input type="checkbox"/>	<b>91<sup>st</sup> Street</b>	163 463B	20.37	Evergreen Park	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<b>99<sup>th</sup> Street</b>	163 432Y	19.46	Evergreen Park/Chicago	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<b>104<sup>th</sup> Street</b>	163 430K	18.84	Chicago	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<b>105<sup>th</sup> Street</b>	163 429R	18.72	Chicago	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<b>107<sup>th</sup> Street</b>	163 427C	18.47	Chicago	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<b>109<sup>th</sup> Street</b>	163 426V	18.22	Chicago	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<b>111<sup>th</sup> Street</b>	163 425N	17.97	Chicago	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<b>113<sup>th</sup> Street</b>	163 424G	17.72	Chicago	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<b>115<sup>th</sup> Street</b>	163 423A	17.48	Chicago	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<b>123<sup>rd</sup> Street</b>	163 421L	16.46	Blue Island	<input type="checkbox"/>	<input type="checkbox"/>

**Describe any Deficiencies Found:**

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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 a.m. on **June 15, 2007**. 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 in the Invitation for Bids as:

Contract No. ICC691  
Cook County

**HIGHWAY VEHICLE DETECTION MAINTENANCE**

The project is located at ten (10) highway-railroad grade crossings along the CSX Rail Corridor from 87th Street to 123rd Street within the Cities/Villages of Chicago, Evergreen Park and Blue Island. The project consists of maintaining vehicle detector loops associated with 4-quadrant railroad gate installations and will require routine quarterly (every 3 months) inspections of each location for a period of three (3) years. The project includes railroad protective liability insurance, 12 routine quarterly maintenance inspections, emergency call-outs or additional inspections as necessary, and repairs or modifications necessary to maintain an operational vehicle detection system at each location.

(DURATION DATES: July 1, 2007 – June 30, 2010) (0.00% DBE)

For questions regarding this item, please contact Jeremy Kirk, ICC, at 217-557-7969.

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 **Illinois Commerce Commission** 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 the  
Illinois Commerce Commission

Tim Anderson, Executive Director

BD 351 (Rev. 01/2003)