

RESOLUTION NO. 21488

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract I-17-4688 for Advance Earthwork Grading, on the Elgin O'Hare Western Access (I-490) from Milepost 3.6 (Supreme Drive) to Milepost 5.5 (Old Higgins Road). The lowest responsible bidder on Contract No. I-17-4688 is Lake County Grading Company, LLC in the amount of \$13,907,770.96.

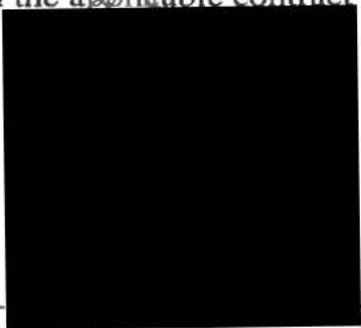
Resolution

Contract No. I-17-4688 is awarded to Lake County Grading Company, LLC in the amount of \$13,907,770.96, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chairman or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the Acting General Counsel and the Chief Financial Officer is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements.

Approved by: _____


Chairman

PILOT SOLICITATION

RETURN WITH BID

CONTRACT I-17-4688

BID OPENING

FEBRUARY 6, 2018

10:30:00 AM

ELGIN O'HARE WESTERN ACCESS TOLLWAY
ADVANCE EARTHWORK GRADING PHASE II

WESTERN ACCESS (I-490)
SUPREME DRIVE TO OLD HIGGINS ROAD
MILE POST 3.6 TO MILE POST 5.5
STATION 1182+00 TO STATION 1285+00



Illinois Tollway
2700 Ogden Avenue Downers Grove, IL 60515

VOLUME I

REQUIRED DOCUMENTS

ORIGINAL

IMPORTANT
BID ADDENDUM
ENCLOSED

**ADDENDUM NO. 2
TO
CONTRACT REQUIREMENTS
FOR CONTRACT NO. I-17-4688
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: January 30, 2018

For which proposals will be received by the Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois, 60515, until 10:30 a.m., local time, on **February 6, 2018**.

NOTICE OF REVISION TO CONTRACT

NOTES:

1. Revised Schedule of Prices Pages P-5RR, P-7RR, P-8R, P-9R, and P-11R accompany this Addendum and must be inserted into the Contract Proposal by the Bidder.
2. The following revised Special Provision pages are included with this Addendum: J-4RR, J-54R, J-60R, J-70R, J-102R, J-103R and J-104R.
3. The following new Special Provision pages are included with this Addendum: J-44A, J-44B, J-44C, and J-44D.
4. The following revised Contract Drawings are included with this Addendum: Drawings 18, 25, 31, 32, 43, 71, and 82.
5. The following revised Contract Drawings will be issued to the successful bidder: Drawings 5, 6, and 30.
6. Responses to Requests for Information received from Plan Holders are included in this addendum.

CHANGES TO SCHEDULE OF PRICES

<u>SUMMARY OF REVISIONS TO PAY ITEM QUANTITIES</u>						
S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	CHANGE	NEW QUANTITY
*	20100500	TREE REMOVAL, ACRES	ACRE	13.2	+3.9	17.1
	20101400	NITROGEN FERTILIZER NUTRIENT	POUND	2,244	+102	2,346
	20101600	POTASSIUM FERTILIZER NUTRIENT	POUND	6,732	+306	7,038
*	25100630	EROSION CONTROL BLANKET	SQ YD	362,148	+16,307	378,455
*	X2111110	TOPSOIL PLACEMENT	CU YD	16,950	+2,850	19,800
**	JS280050	SILT FENCE	FOOT	11,143	+1,636	12,779
**	JS280051	RE-ERECT SILT FENCE	FOOT	8,201	+644	8,845
**	JS280070	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	867	+242	1,109
**	JS280100	SUPER SILT FENCE	FOOT	0	+1,440	1,440
**	JS280305	TEMPORARY DITCH CHECKS	FOOT	1,645	+95	1,740
*	JT250442	SEEDING, CLASS 4F NATIVE GRASS LOW PROFILE MIX (SPECIAL)	ACRE	67.7	+3.4	71.1
*	JT280501	MAINTAIN SILT FENCE	FOOT	8,760	+148	8,908
*	JT154042	CONTRACT ALLOWANCE FOR ADDITIONAL HAULING	UNIT	200,000	800,000	1,000,000
	TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)			3,120,000	800,000	3,920,000

*Denotes Special Provision

**Denotes Illinois Tollway Supplemental Specifications

Change No. 1

Contract Requirements, Volume I, Replace Pages P-5R, P-7R, P-8, P-9 and P-11 with Pages P-5RR, P-7RR, P-8R, P-9R and P-11R (attached).

This replacement contains the following revision:

- 1.1 The pay items and quantities have been revised as summarized in the above Summary of Revisions to Pay Item Quantities.

CHANGES TO THE CONTRACT SPECIAL PROVISIONS

Change No. 2

Contract Requirements, Volume II, Replace Page J-4R with Page J-4RR (attached).

This replacement contains the following revisions:

- 2.1 The last sentence of S.P. 104.1 was deleted.

Change No. 3

Contract Requirements, Volume II, Add the following Special Provision (Pages J-44A through 44D, attached).

BP PIPELINES REQUIREMENTS

Change No. 4

Contract Requirements, Volume II, Replace Page J-54 with Page J-54R (attached).

This replacement contains the following revision:

- 4.1 The following sentence was added to the end of the first paragraph: "This work may include the transportation and proper disposal of special or hazardous waste, as described herein, and in the Special Provision for Disposal of Unidentified Hazardous Waste."

Change No. 5

Contract Requirements, Volume II, Replace Page J-60 with Page J-60R (attached).

This replacement contains the following revision:

- 5.1 The second sentence of the second paragraph was revised to: "If the groundwater does not infiltrate, or shows visual evidence of contamination such as a petroleum sheen or free product, it must be removed and containerized until it is characterized."

Change No. 6

Contract Requirements, Volume II, Replace Page J-70 with Page J-70R (attached).

This replacement contains the following revisions:

- 6.1 In the fourth paragraph, revised the first sentence to clarify the materials being stockpiled and revised the second sentence to require a 30-day advance notice before stockpile capacity is reached.
- 6.2 Clarified that topsoil being stockpiled at Stockpile 67 shall be placed so that it can be easily accessed and utilized in accordance with the Special Provision for Topsoil Placement.

Change No. 7

Contract Requirements, Volume II, Replace Page J-102 with Page J-102R (attached).

This replacement contains the following revision:

- 7.1 The following paragraph was added to the Construction Requirements: "Water from TACO and Non-Special Waste areas shall be managed and disposed of in accordance with the Special Provision for Removal and Disposal of Regulated Substances."

Change No. 8

Contract Requirements, Volume II, Replace Page J-103 with Page J-103R (attached).

This replacement contains the following revisions:

- 8.1 In the second sentence of the first paragraph, the second "embankment" was deleted.
- 8.2 Added the second paragraph to clarify that this allowance included meeting Chicago Department of Aviation requirements if an additional airside stockpile or embankment location is required.

Change No. 9

Contract Requirements, Volume II, Replace Page J-104 with Page J-104R (attached).

This replacement contains the following revision:

- 9.1 In the first sentence of the first paragraph, "TACO material" was deleted.

CHANGES TO THE CONTRACT DRAWINGS

Change No. 10

Contract Drawings, Volume 1, Revised Drawings 5 and 6.

SUMMARY OF QUANTITIES

These drawings contain the following revision:

- 10.1 These drawings were revised to match the updated Schedule of Prices. These drawings will be issued to the successful Bidder.

Note: Schedule of Prices (P-Pages) override Summary of Quantities.

Change No. 11

Contract Drawings, Volume 1, Revised Drawing 18 (attached).

ADVANCED TEMPORARY CONSTRUCTION EASEMENTS

This drawing contains the following revisions:

- 11.1 The location of the Additional Stockpile 67 Work Zone was revised.
- 11.2 The limits of the Advanced Temporary Construction Easement were revised.

Change No. 12

Contract Drawings, Volume 1, Revised Drawing 25 (attached).

HAUL ROUTES/CONTRACTOR ACCESS PLAN

This drawing contains the following revision:

- 12.1 The location of the Additional Stockpile 67 Work Zone was revised.

Change No. 13

Contract Drawings, Volume 1, Revised Drawing 30.

SIGNING FOR CONTRACTORS ACCESS

This drawing contains the following revision:

- 13.1 Added a stabilized construction entrance for the revised location of the Additional Stockpile 67 Work Zone.
- 13.2 Adjusted location of advance signing.

This drawing will be issued to the successful bidder.

Change No. 14

Contract Drawings, Volume 1, Revised Drawings 31 through 32 (attached).

STOCKPILE OVERVIEW PLAN

These drawings contain the following revisions:

- 14.1 The location of the Additional Stockpile 67 Work Zone was revised.

14.2. Added estimated remaining stockpile capacity table.

Change No. 15

Contract Drawings, Volume 1, Revised Drawing 43 (attached).
EXISTING UTILITIES AND REMOVAL PLAN

This drawing contains the following revision:

- 15.1. The tree removal limits were revised to align with the revised location of the Additional Stockpile 67 Work Zone.

Change No. 16

Contract Drawings, Volume 1, Revised Drawing 71 (attached).
EROSION AND SEDIMENT CONTROL SCHEDULE AND GENERAL NOTES

This drawing contains the following revision:

- 16.1. Erosion and Sediment Control Schedule has been updated to reflect revised location of the Additional Stockpile 67 Work Zone.

Change No. 17

Contract Drawings, Volume 1, Revised Drawing 82 (attached).
EROSION AND SEDIMENT CONTROL

This drawing contains the following revision:

- 17.1. Erosion and sediment control measures were revised to align with the revised location of the Additional Stockpile 67 Work Zone.

END OF ADDENDUM CHANGES

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 CONTRACT I-17-4688
 ADVANCE EARTHWORK GRADING PHASE II
 ELGIN O'HARE WESTERN ACCESS TOLLWAY (I-490)
 MILEPOST 3.6 TO MILEPOST 5.5
 SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	20100500	TREE REMOVAL, ACRES	ACRE	17.1		
	20101400	NITROGEN FERTILIZER NUTRIENT	POUND	2,346		
	20101600	POTASSIUM FERTILIZER NUTRIENT	POUND	7,038		
	20700220	POROUS GRANULAR EMBANKMENT	CU YD	1,368		
	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	42,871		
*	25100630	EROSION CONTROL BLANKET	SQ YD	378,455		
	28100205	STONE RIPRAP, CLASS A3	TON	405		
	28200200	FILTER FABRIC	SQ YD	449		
*	30201500	LIME	TON	10,108.8		
D1	30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	35,308		
	40200100	AGGREGATE SURFACE COURSE, TYPE A	TON	1,634		
	42000060	WELDED WIRE REINFORCEMENT	SQ YD	720		
	42000540	PORTLAND CEMENT CONCRETE PAVEMENT 12"	SQ YD	720		
	50102400	CONCRETE REMOVAL	CU YD	340.0		
*	50105220	PIPE CULVERT REMOVAL	FOOT	318		
	50200300	COFFERDAM EXCAVATION	CU YD	1,596		
	50201101	COFFERDAM (TYPE 1) (LOCATION - 1)	EACH	1		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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 ADVANCE EARTHWORK GRADING PHASE II
 ELGIN O'HARE WESTERN ACCESS TOLLWAY (I-490)
 MILEPOST 3.6 TO MILEPOST 5.5
 SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	X0323524	REMOVE EXISTING SURVEILLANCE CAMERA EQUIPMENT	EACH	3		
*	X2020410	EARTH EXCAVATION (SPECIAL)	CU YD	543,035		
*	X2111110	TOPSOIL PLACEMENT	CU YD	19,800		
*	X5012502	CONCRETE REMOVAL (SPECIAL)	CU YD	437.5		
*	X6640530	CHAIN LINK FENCE, 5' ATTACHED TO STRUCTURE	FOOT	212		
D1	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LSUM	1		
*	Z0005305	BOX CULVERTS TO BE CLEANED	FOOT	799		
*	Z0022800	FENCE REMOVAL	FOOT	3,526		
*	Z0041500	PLUG EXISTING CULVERTS	EACH	1		
D1	Z0073510	TEMPORARY TRAFFIC SIGNAL TIMING	EACH	11		
*	J1213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	500		
*	J1213006	EXPLORATION TRENCH, UTILITIES (VACUUM EXCAVATION)	FOOT	500		
*	J1501031	REMOVAL OF MOVEABLE GATE SYSTEM	EACH	3		
*	J1602751	8' X 12' BOX CULVERT SECURITY GRATE	EACH	3		
*	J1704005	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	250		
*	J1704012	FURNISH AND INSTALL TEMPORARY CONCRETE BARRIER, TO REMAIN IN PLACE	FOOT	975		
*	J1782022	BARRIER WALL REFLECTORS, TYPE C	EACH	44		

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 ADVANCE EARTHWORK GRADING PHASE II
 ELGIN O'HARE WESTERN ACCESS TOLLWAY (I-490)
 MILEPOST 3.6 TO MILEPOST 5.5
 SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	J1818014	#6 XLP-USE, 600V CABLE	FOOT	13,500		
**	JS107361	APPLY DUST SUPPRESSION AGENTS	UNIT	2,856		
**	JS280030	EROSION AND SEDIMENT CONTROL-EXCAVATION	CU YD	651		
**	JS280040	EROSION AND SEDIMENT CONTROL-CLEANOUT	CU YD	651		
**	JS280050	SILT FENCE	FOOT	12,779		
**	JS280051	RE-ERECT SILT FENCE	FOOT	8,845		
**	JS280070	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	1,109		
**	JS280100	SUPER SILT FENCE	FOOT	1,440		
**	JS280140	TEMPORARY RIPRAP	TON	229		
**	JS280190	GEOTEXTILE FABRIC, CLASS C	SQ YD	144		
**	JS280305	TEMPORARY DITCH CHECKS	FOOT	1,740		
**	JS670CM0	FIELD OFFICE, TYPE C (MODIFIED)	CAL MO	12		
**	JS671010	MOBILIZATION, TOLLWAY	L SUM	1		
*	JT132635	CITY DATA NETWORK SYSTEM	LSUM	1		
*	JT250442	SEEDING, CLASS 4F NATIVE GRASS LOW PROFILE MIX (SPECIAL)	ACRE	71.1		
*	JT250454	SEEDING, TALL FESCUE MIX (SPECIAL)	ACRE	7.1		
*	JT280501	MAINTAIN SILT FENCE	FOOT	8,908		
*	JT810884	DUCTBANK, 1-WAY, 3" PVC CONDUIT, CONCRETE ENCASED	FOOT	2,500		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 CONTRACT I-17-4688
 ADVANCE EARTHWORK GRADING PHASE II
 ELGIN O'HARE WESTERN ACCESS TOLLWAY (I-490)
 MILEPOST 3.6 TO MILEPOST 5.5
 SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT814011	ELECTRICAL 24" X 24" STANDARD HANDHOLE	EACH	6		
*	JT830071	ROADWAY LIGHT ASSEMBLY, TYPE "B", LED, 480V TYPE IV CUTOFF	EACH	3		
*	JT900202	TEMPORARY CONSTRUCTION FENCE	FOOT	7,508		
*	JT900204	RELOCATE TEMPORARY CONSTRUCTION FENCE	FOOT	1,502		
*	JT900519	INTELLIGENT COMPACTION (IC) STIFFNESS MAPPING	L SUM	1		
*	JT900521	EMBANKMENT MODIFICATION	CU YD	104,000		
TOTAL AMOUNT OF CORE WORK						
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	\$405,000.00	\$405,000.00
*	JT132634	CCTV SYSTEM COMMISSIONING ALLOWANCE	UNIT	30,000	1.00	30,000.00
*	JT154002	DISPOSAL OF UNIDENTIFIED HAZARDOUS WASTE	UNIT	1,000,000	1.00	1,000,000.00
*	JT154008	UNFORESEEN ADDITIONAL MAINTENANCE OF TRAFFIC	UNIT	30,000	1.00	30,000.00
*	JT154015	ALLOWANCE FOR UNFORESEEN DRAINAGE WORK	UNIT	50,000	1.00	50,000.00
*	JT154020	ALLOWANCE FOR DEWATERING	UNIT	200,000	1.00	200,000.00
*	JT154042	CONTRACT ALLOWANCE FOR ADDITIONAL HAULING	UNIT	1,000,000	1.00	1,000,000.00
*	JT154044	CONTRACT ALLOWANCE FOR UNSUITABLE SOIL AND HAZARDOUS WASTE REMOVAL	UNIT	1,000,000	1.00	1,000,000.00
*	JT154168	ALLOWANCE FOR HAUL ROAD MAINTENANCE	UNIT	40,000	1.00	40,000.00
*	JT154180	ALLOWANCE FOR MAINTENANCE OF EXISTING ENGINEER'S FIELD OFFICE	UNIT	50,000	1.00	50,000.00

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 CONTRACT I-17-4688
 ADVANCE EARTHWORK GRADING PHASE II
 ELGIN O'HARE WESTERN ACCESS TOLLWAY (I-490)
 MILEPOST 3.6 TO MILEPOST 5.5
 SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
		TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)				3,920,000.00
		TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID				
		ECP BID CREDIT				
		AWARD CRITERIA				

S.P. COLUMN LEGEND

- * INDICATES SPECIAL PROVISION
- ** INDICATES TOLLWAY SUPPLEMENTAL SPECIFICATIONS
- D1 INDICATES IDOT DISTRICT 1 SPECIAL PROVISION

S.P. 104.1 INTERIM COMMENCEMENT DATE

The Contractor shall not be permitted to begin clearing/tree removal /stockpiling work/erosion control or otherwise access the Additional Stockpile 67 Work Zone, as defined on the plans, prior to **July 1, 2018**.

S.P. 105 LIQUIDATED DAMAGES FOR DELAY(S) AND INCENTIVE PLAN(S)

S.P. 105.1 Liquidated Damages

S.P. 105.1.1 Liquidated Damages for Non-Completion Per S.P. 103.1

In accordance with the provisions of Article 108.09 of the Illinois Tollway Supplemental Specifications, the Contractor shall pay to the Illinois Tollway the sum of **\$1,500.00** per day, as liquidated damages for each and every calendar day beyond the Completion Date stipulated in S.P. 103.1 that the work, or any part thereof, remains incomplete.

S.P. 105.1.2 Liquidated Damages for Non-Completion Per S.P. 103.2

In accordance with the provisions of Article 108.09 of the Illinois Tollway Supplemental Specifications, the Contractor shall pay to the Illinois Tollway the sum of **\$3,500.00** per day, as liquidated damages for each and every calendar day beyond the Substantial Completion Date stipulated in S.P. 103.2 that the work, or any part thereof, remains incomplete.

S.P. 105.1.3 Liquidated Damages for Non-Completion Per S.P. 103.3

In accordance with the provisions of Article 108.09 of the Illinois Tollway Supplemental Specifications, the Contractor shall pay to the Illinois Tollway the sum of **\$3,500.00** per day, as liquidated damages for each and every calendar day beyond the Interim Completion Date stipulated in S.P. 103.3 that the work, or any part thereof, remains incomplete.

S.P. 105.1.4 Liquidated Damages for Non-Completion Per S.P. 103.4

In accordance with the provisions of Article 108.09 of the Illinois Tollway Supplemental Specifications, the Contractor shall pay to the Illinois Tollway the sum of **\$3,500.00** per day, as liquidated damages for each and every calendar day beyond the Interim Completion Date stipulated in S.P. 103.4 that the work, or any part thereof, remains incomplete.

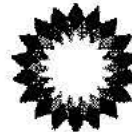
S.P. 105.2 Completion Incentive Payment Plan(s)

NOT USED

BP PIPELINES REQUIREMENTS

For construction on or adjacent to BP Pipelines (North America) Inc./Amoco facilities, the Contractor is responsible for meeting the requirements specified in all four pages of the following January 25, 2018 letter:

bp



BP Pipelines (North America) Inc.
30 South Wacker Dr
Suite 900
Chicago, IL 60606

January 25, 2018

Manar Nashif, P.E.
Senior Project Engineer
Illinois Tollway
2700 Ogden Avenue
Downers Grove, IL 60515

Re: Tollway Design Contract I-12-4043
Elgin O'Hare Western Access - Advance Earthwork Grading N09 Location 2
BP File No. 4008-352 (M 9071) / BP Ref. No. 10180

Dear Mr. Nashif:

BP Pipelines (North America) Inc. (hereafter referred to as BP) has reviewed the plans dated 12/07/2017 for the proposed earthwork provided by EXP US Services (EXP), and has approved the plans subject the following terms:

All requirements as shown in the engineering approval letter (attached hereto as Exhibit A).

Should the scope of your project change and it become necessary to operate equipment in close proximity to BP's right-of-way, a list of the proposed equipment and when applicable revised drawings, must be submitted prior to any activity in BP's pipeline right-of-way.

811, the national One-Call number, must be contacted per your state requirements, prior to any excavation within the pipeline right-of-way. Also included with this notice, is BP's Excavation and Construction Guidelines for your review. If you have any questions or concerns please contact Blake Patrick at (331) 702-3147 or blake.patrick@bp.com.

Best regards,

Blake Patrick
Right of Way Agent

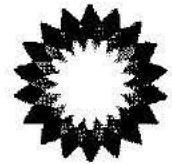
Excavation Specific Requirements

1. No excavation or construction activity will be permitted in the vicinity of a pipeline until all appropriate communications have been made with BP's field operations and the Right-of-Way Department. A formal engineering assessment may be required.
2. There shall be no excavation or backfilling within the pipeline right-of-way for any reason without a representative of BP on site giving permission.
3. In some instances, excavation and other construction activities around certain pipelines can be conducted safely only when the pipeline operating pressure has been reduced. Contractors are therefore cautioned that excavation which exposes or significantly reduces the cover over a pipeline may have to be delayed until the reduced operating pressures are achieved.

General Construction Activities

1. The contractor shall not be permitted to transport construction materials or equipment longitudinally over the pipeline.
2. Where it is necessary for construction equipment (i.e., tractors, backhoes, dump trucks, etc.) or equipment transporting construction materials to cross the pipeline, the crossing of the pipeline right-of-way shall be at, or as near to, a 90° angle as is feasible.
3. To gain access to the job site, the contractor shall submit a plan indicating where construction equipment will cross the pipeline, along with the depth of the pipe at the crossings, any proposed ramping over the pipeline, together with the following specifications for the equipment: type and weight of equipment; for track equipment – track width and length; for wheeled equipment – number of axles (single or tandem axles). BP will perform a stress factor calculation to determine if the equipment can safely cross the pipeline. If crossing of the pipeline is allowed, special measures may need to be taken to ensure the integrity of the pipeline.
4. No track type construction equipment shall be permitted to pivot or turn directly over the top of the pipeline.
5. A scraper or pan type tractor shall not be used for removal of soil within ten feet (10') of the centerline of the pipeline. Rubber tire or small track type equipment is an acceptable alternative.
6. A sheepsfoot roller shall not be used for compaction purposes within five feet (5') or directly above the centerline of the pipeline.
7. No vibratory rollers shall be used within three feet (3') of the centerline of the pipeline until the compacted cover over the pipeline has reached a depth of three and one-half feet (3 ½').

bp



BP Pipelines (North America) Inc.
30 South Wacker Drive
Suite 900
Chicago, IL 60606

January 22, 2018

Manar Nashif, P.E.
Senior Project Engineer
Illinois Tollway
2700 Ogden Avenue
Downers Grove, IL 60515

Re: Tollway Design Contract I-12-4043
Elgin O'Hare Western Access - Advance Earthwork Grading N09 Location 2
BP File No. 4008-352 (M 9071) / BP Ref. No. 10180

Dear Mr. Nashif:

BP Pipelines (North America) Inc. (hereafter referred to as BP) has reviewed the plans dated 12/07/2017 for the proposed earthwork provided by EXP US Services (EXP), and has approved the plans subject the following terms:

1. 811, the national One-Call number, must be contacted, per your state requirements prior to any excavation within 25 feet of the pipeline.
2. In addition to the "One-Call", BP's Damage Prevention Specialist Marcus Jamerson (312) 231-2609 shall be contacted at least 48 hours prior to any activities within 25 feet of the BP pipeline and must be present prior to commencing work or moving equipment within BP pipeline right-of-way.
3. A copy of this Approval Letter must be onsite at all times, all construction workers and equipment operators must be made aware of the requirements herein. Failure to have a copy of the Approval Letter onsite may result in a stop work order until the construction team is made aware of the conditions and requirements required in this Approval Letter.
4. If the BP specialist, in his/her sole discretion, determines that Illinois Tollway activities could result in damage to the Pipeline, such specialist will notify Illinois Tollway, or their operator or contractor. Illinois Tollway herein acknowledges that the BP specialist shall have full authority to stop any of Illinois Tollway's excavation or construction related activities in close proximity to the BP pipeline if in the BP specialist's sole opinion, Illinois Tollway activities could result in damage to the BP pipeline.
5. On the east side of S. Elmhurst Road, Illinois Tollway is proposing to remove trees over a 7-acre area that intersects with the BP White Oak - O'Hare pipeline easement.
 - a. No stump removal and/or stump grinding to be conducted inside the limits of BP's 8" White Oak - O'Hare Pipeline easement.
 - b. No equipment may cross the BP pipeline without prior approval from BP. All requested equipment to cross the pipeline must be submitted to BP engineering for approval a minimum of 10 working days prior to the proposed crossing. Contractor should expect to use

timber mats to protect the pipeline from loads caused by construction crossings; final requirements to be determined by BP engineering.

- c. Land restoration after construction shall not result in any grade reduction above the existing BP pipeline.
6. There shall be no storage of material (i.e. excavation spoils) or equipment over the BP pipeline without prior written approval.
7. Should silt fence placement be required close or over the pipeline, BP Damage Prevention shall be contacted first in order to approve placement of the stakes (a min. of 5ft from line) and flag the location of the pipeline.
8. Should project sign placement be required close or over the pipeline, BP Damage Prevention shall be contacted first in order to approve placement of the sign posts (min. of 5ft from line) and flag the location of the pipeline.
9. If applicable all BP signage, vent pipes and test stations shall be protected during construction. Should any of these need relocation due to construction, this work shall only be performed by or under the supervision of a BP representative.
10. Any excavation within 2ft (24") of the pipeline will be considered a field change and will require further review and approval by BP engineering; if such a request is made and approved, any excavation within 2ft (24") of the pipeline shall be done by hand.

Should your design require a field change in the vicinity of the BP pipeline Marcus Jamerson must be contacted and approve any revisions prior to actuating the changes in the field.

Best regards,



Kerry Braxton-Andrew
Programs Engineer

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

Description

This work shall consist of the transportation and proper disposal of non-special waste soil at locations shown on plans and as further modified herein. The work also includes the removal, management, and proper disposal of stormwater runoff that makes contact with the non-special waste materials after these materials are exposed by excavation activities. This work may include the transportation and proper disposal of special or hazardous waste, as described herein, and in the Special Provision for Disposal of Unidentified Hazardous Waste.

Equipment

All equipment shall comply with OSHA and API guidelines. Decontamination shall be performed on all equipment as appropriate to the regulated substance and degree of contamination according to OSHA and API guidelines. All cleaning fluids used to decontaminate equipment shall be treated as the contaminant unless laboratory testing indicates otherwise.

The Contractor shall furnish, in a clean condition, all equipment used for purposes of excavation and transportation of material classified as non-special waste. Clean condition means the equipment does not contain any residual material classified as a non-special waste, non-hazardous special waste, or hazardous waste. Residual materials include, but are not limited to, petroleum products, chemical products, sludges, or any other material present in or on equipment.

The Contractor shall notify the Engineer of the delivery of all excavation, storage, and transportation equipment to a work area location. Before beginning any associated soils management activity, the Contractor shall provide the Engineer with the opportunity to inspect the equipment. The Engineer shall approve the use of the equipment at the time of the visual inspection. The Engineer shall require the equipment to be decontaminated, if the equipment contains contaminated residual material.

Qualifications

The Contractor shall be approved by the Engineer.

The Contractor shall provide qualified, HAZWOPER-trained and certified individuals to perform all work associated with the disposal. Training shall be consistent with the requirements of 29 CFR 1910.1200.

The Contractor shall employ qualified project coordination staff to assist the Project Superintendent in the required control of subcontractors, obtaining permits and approvals, development of progress schedules, and in the preparation of submittals.

CONSTRUCTION REQUIREMENTS

Site Contamination Operation Plan

The Contractor shall develop a project specific Site Contamination Operation Plan and submit the plan to the Engineer a minimum of two weeks before beginning construction activities. The plan shall outline the procedures used to mobilize all required subcontractors in a timely fashion, and provisions to continue work in areas determined to be contaminated. The plan shall also meet all requirements for the removal and disposal of non-special waste. The Site Contamination Operation Plan shall provide a list of all proposed subcontractors, indicating the service each is

site. The Contractor shall develop a Site Groundwater Management Plan for Non-Special Waste and TACO designated areas to address the following:

- a) What steps the Contractor will take to limit the amount of water that accumulates within the excavations made to remove Non-Special Waste and TACO materials.
- b) What equipment the Contractor will use to minimize the migration of surface water into excavations made to remove Non-Special Waste and TACO materials, and to remove water that accumulates in these excavations.
- c) How will water removed from working areas be managed (containerized/temporarily stored)
- d) How will the Contractor dispose of collected water, if any.

Development of the Site Groundwater Management Plan shall be in accordance with the Submittals Section of this Special Provision

All groundwater that accumulates within excavations may be managed within the excavation and allowed to infiltrate back into the ground. If the groundwater does not infiltrate, or shows visual evidence of contamination such as a petroleum sheen or free product, it must be removed and containerized until it is characterized. The Contractor is prohibited from managing groundwater within the excavation by discharging it through any existing or new storm sewer, or unto the ground surface away from the excavation.

Containerized groundwater shall be sampled for analytical testing. When analytical results indicate the detected levels are above Appendix B, Table E of 35 Illinois Administrative Code 742, the most stringent Tier 1 Groundwater Remediation Objectives for Groundwater Component of the Groundwater Ingestion Route for Class 1 groundwater, the groundwater shall be sent offsite for disposal.

Non-Special Waste Certification

An authorized representative of the Illinois Tollway shall sign and date all non-special waste certifications. The Contractor shall be responsible for coordinating with the Engineer to ensure the required information that will allow the Illinois Tollway to certify the waste is not a special waste has been provided to the Illinois Tollway.

- a) Definition. A waste is considered a non-special waste as long as it is not:
 - 1) a potentially infectious medical waste;
 - 2) a hazardous waste as defined in 35 IAC 721;
 - 3) an industrial process waste or pollution control waste that contains liquids, as determined using the paint filter test set forth in subdivision (3)(A) of subsection (m) of 35 IAC 811.107;
 - 4) a regulated asbestos-containing waste material, as defined under the National Emission Standards for Hazardous Air Pollutants in 40 CFR 61.141;
 - 5) a material containing polychlorinated biphenyls (PCB's) regulated pursuant to 40 CFR Part 761;
 - 6) a material subject to the waste analysis and recordkeeping requirements of 35 IAC 728.107 under land disposal restrictions of 35 IAC 728;
 - 7) a waste material generated by processing recyclable metals by shredding and required to be managed as a special waste under Section 22.29 of the Environmental Protection Act; or

Embankment:

Embankment shall be constructed in accordance with the Special Provision for Embankment at locations shown on the plans with excavated materials classified as suitable material as described herein. In the event of disagreement between the Engineer and Contractor as to excavated material classification type or suitability for use in proposed embankment locations, the Engineer will make the final determination and the Contractor shall perform the work in accordance with the Engineer's final determination.

Stockpiles:

Stockpiles shall be constructed at locations shown on the plans with excavated materials as classified herein and as described in the plans. Suitable material shall be stockpiled after embankments have been constructed.

The stockpiles shall be built from the bottom up in lifts no more than 2 feet in order to maintain classification consistency with the soil materials being excavated. Stockpiles shall be constructed in such a manner to maximize the volume placed at each location. Haul roads allowing access to the top of the piles shall be constructed concurrent with the stockpile construction. Stockpile side slopes shall not exceed 1:3 and haul road grades shall not exceed 10%. A minimum of 24' clearance around the stockpiles shall be maintained.

When the volume of suitable and/or unsuitable excavation exceeds the available volume at the designated stockpile areas, the excess shall be stockpiled at locations determined by the Engineer. The Contractor shall be required to provide written notification of anticipated excess material a minimum of 30 days in advance of reaching stockpile capacity at any single location so necessary preparatory measures can be taken by the Engineer. Failure to provide written notice shall not be grounds for delay or other claims.

Contractor shall maintain existing drainage patterns around the stockpiles. Implementation of temporary erosion and sediment control measures shall be in-place at all stockpile areas. Temporary erosion and sediment control measures shall be placed and maintained in accordance with Section 280 of the Illinois Tollway Supplemental Specifications.

The Contractor shall be required to document stockpile construction and prepare record "as-built" drawings as part of the Contractor Work Plan and in accordance with the submittals sections of this Special Provision.

Stockpiles shall be seeded and covered with erosion control blanket after completion as specified on the plans.

Materials shall be stockpiled as follows:

- Topsoil material shall be stockpiled in the following location: Stockpile 87 (The Contractor shall stockpile topsoil so that it can be easily accessed and utilized when it is needed in accordance with the Special Provision for Topsoil Placement.)
- Unsuitable material shall be stockpiled in the following locations: Stockpiles 67 and 87
- TACO unsuitable material shall be stockpiled in the following locations: Stockpiles 67 and 87
- If excess suitable materials are available, they shall be stockpiled in the following location: Stockpile N09

ALLOWANCE FOR DEWATERING

Description: This work shall consist of furnishing all labor, materials, and equipment necessary to dewater excavations, including detention pond construction, trenches for storm sewer, and pipe and box culvert installation as noted below.

Construction Requirements: Prior to pond grading, or trench excavation, submit to the Engineer a detailed plan, operation and removal schedule for dewatering. The Contractor may be required to demonstrate the system and to verify that adequate equipment, personnel, and materials are provided to dewater the trenches. Dewatering may include, but not limited to, wells, well points, sumps, temporary pipelines for water disposal, rock or gravel placement, or any combination. Maintain standby pumping equipment on the job site.

The Contractor is responsible for controlling discharge rate and effect of the dewatering system and shall provide and remove all equipment necessary for dewatering.

Maintain groundwater at least 2 feet below the bottom of any excavation or trench until grading is complete or the entire pipe is installed, backfilled, and operational. This includes any sump pumps or storm drains used as an outlet.

Dewatering shall commence when groundwater is first encountered, and continued until such times as water can be allowed to rise in accordance with these provisions. Dispose of water in a suitable manner without damage to adjacent property and not to damage the construction area. Restoration of damaged areas shall be restored with no additional compensation for the work.

Discharge from dewatering operations shall be filtered through a sediment bag furnished and monitored by the Contractor to capture sediment before discharge from the project site, at no additional cost to the Illinois Tollway. The sediment bags shall be placed on well vegetated, grassy areas having a ground slope less than 5%.

Sediment bags shall be non-woven geotextile fabric in accordance with the following:

GRAB TENSILE: 210 lb ASTM D-4632

PUNCTURE: 150 lb ASTM D-4833

FLOW RATE: 70 gal/min/ft² ASTM D-4491

PERMITTIVITY(SEC-1): 1.3 sec-1 ASTM D-4491

UV RESISTANCE: 70% strength @ 500 hours ASTM D-4355

APPARENT OPENING SIZE (AOS): 0.15-0.18 mm ASTM D-4751

Water from TACO and Non-Special Waste areas shall be managed and disposed of in accordance with the Special Provision for Removal and Disposal of Regulated Substances.

Method of Measurement: This work will not be measured for payment.

Basis of Payment: Payment for this work will be made as specified in Illinois Tollway Supplemental Specifications Article 109.04 using a force account basis. Payment for this work will not exceed the costs incurred by the Contractor and approved by the Engineer.

Pay Item Number	Designation	Unit of Measure
JT154020	ALLOWANCE FOR DEWATERING	UNIT

CONTRACT ALLOWANCE FOR ADDITIONAL HAULING

Description.

This Special Provision establishes a budgetary allowance for hauling to areas not defined in the contract documents that may be required to be performed by the Contractor. This work will include hauling material to stockpile or embankment locations beyond the locations shown on the plans. An incremental amount will be negotiated based on the furthest distance shown on the plans.

If the additional stockpile or embankment locations require airside access, this work shall also include badging, security gate guards, guard booths, and meeting all other Chicago Department of Aviation requirements.

The work to be completed under this item will be as directed by the Engineer. This item will provide a line item against which payment will be made since the scope cannot be determined at the time of submittal of the Proposal. Payment will only be made for that work completed which is directed by the Engineer in writing.

Method of Measurement.

This work will not be measured for payment

Basis of Payment.

Payment for this work will be made as specified in Illinois Tollway Supplemental Specifications Article 109.04 using a force account basis. Payment for this work will not exceed the costs incurred by the Contractor and approved by the Engineer.

Pay Item Number	Designation	Unit of Measure
JT154042	CONTRACT ALLOWANCE FOR ADDITIONAL HAULING	UNIT

CONTRACT ALLOWANCE FOR UNSUITABLE SOIL AND HAZARDOUS WASTE REMOVAL

Description.

This Special Provision establishes a budgetary allowance for unforeseen effort required to excavate hazardous waste or non-special waste that is not shown on the plans but has been identified after additional testing by the Engineer.

The work to be completed under this item will be as directed by the Engineer. This item will provide a line item against which payment will be made since the scope cannot be determined at the time of submittal of the Proposal. Payment will only be made for that work completed which is directed by the Engineer in writing.

Method of Measurement.

This work will not be measured for payment

Basis of Payment.

Payment for this work will be made as specified in Illinois Tollway Supplemental Specifications Article 109.04 using a force account basis. Payment for this work will not exceed the costs incurred by the Contractor and approved by the Engineer.

Pay Item Number	Designation	Unit of Measure
JT154044	CONTRACT ALLOWANCE FOR UNSUITABLE SOIL AND HAZARDOUS WASTE REMOVAL	UNIT

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

**I-17-4688 Elgin O'Hare Western Access Tollway, Advance Earthwork Grading Phase II
Supreme Drive to Old Higgins Road**

Date: January 30, 2018

Re: Requests for Information Received from Plan Holders

QUESTION #1

Per the addendum page 6 and 7 of 7, changes 20,21,22,24,25 and 27 reference additional work from station 1230+00 to 1283+00. This work includes, but is not limited to, earth work, grading, nonspecial waste revised limits, revised profile grades, and erosion and sediment control plan changes. These revision are not included with the addendum and will be issued to the successful bidder. This work is near area 3, which we only have work from station 1267+75 to 1271+49. This is a very limited access area and not easy to get to from the main work involved in this project. How are we able to bid units for any work in this area, if we don't know what has to be done?

ANSWER #1

The revised work is reflected in the Mass Grading Cross Sections (Drawings 210 through 214) and the associated quantity changes are shown on the revised P-Pages, both of which were issued as part of Addendum No. 1.

QUESTION #2

Addendum 2 for Contract RR-17-4349, posted 1/24/18, extended its bid date from 1/30/18 to 2/6/18. This conflicts with I-17-4688 bid on 2/6/18 as well. Will Contract I-17-4688 be extended until 2/13/18?

ANSWER #2

The bid opening date for this project will remain Tuesday, February 6, 2018 at 10:30 am.

**ADDENDUM NO. 1
TO
CONTRACT REQUIREMENTS
FOR CONTRACT NO. I-17-4688
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: January 24, 2018

For which proposals will be received by the Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois, 60515, until 10:30 a.m., local time, on February 6, 2018.

NOTICE OF REVISION TO CONTRACT

NOTES:

1. Revised Schedule of Prices Pages P-5R through P-7R and P-10R accompany this Addendum and must be inserted into the Contract Proposal by the Bidder.
2. The following revised Contract Requirements page, Volume 1, are included with this Addendum: DBE-3R.
3. The following revised Special Provision pages are included with this Addendum: J-3R, J-4R, J-8R, J-11R, J-13R through J-20R, and J-40R.
4. The following new Special Provision pages are included with this Addendum: J-4A, J-20A, and J-40A.
5. The following revised Contract Drawings are included with this Addendum: Drawings 3, 7 through 9, 35, 36, 210 through 214.
6. The following revised Contract Drawings will be issued to the successful Bidder: Drawings 4, 5, 10, 21, 31, 33, 34, 37, 38, 40, 41, 47 through 51, 55, 59, 60, 69, 71, 78, 79, 92, 93, 97, and 129. The revised drawings will reflect the quantity changes shown in the "Summary of Revisions to Pay Item Quantities" table included in this addendum.
7. The minutes and sign-in sheet from the Optional Pre-Bid Meeting held on January 22, 2018 are included in this Addendum.
8. Responses to request for information received from the Plan Holders are included in this addendum.

CHANGES TO SCHEDULE OF PRICES

<u>SUMMARY OF REVISIONS TO PAY ITEM QUANTITIES</u>						
S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	CHANGE	NEW QUANTITY
*	25100630	EROSION CONTOL BLANKET	SQ YD	362,148	0	362,148
	40200100	AGGREGATE SURFACE COURSE, TYPE A	TON	1,573	+61	1,634
*	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	14,915	-2,795	12,120
*	X2020410	EARTH EXCAVATION (SPECIAL)	CU YD	545,870	-2,835	543,035
	999NEG47	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.4	CAL DAY	N/A	N/A	N/A

*Denotes Special Provision

Change No. 1

Contract Requirements, Volume I, Replace Pages P-5 through P-7 and P-10 with Pages P-5R through P-7R and P-10R (attached).

This replacement contains the following revision:

- 1.1 The pay items and quantities have been revised as summarized in the above Summary of Revisions to Pay Item Quantities.
- 1.2 Added S.P. "*" to Pay Item 25100630.

CHANGES TO THE CONTRACT REQUIREMENTS

Change No. 2

Contract Requirements, Volume I, Replace Page DBE-3 with Page DBE-3R (attached).

This replacement contains the following revision:

- 2.1 The specific DBE utilization goal was revised to be 21% of the Core Work of the Contract.

CHANGES TO THE CONTRACT SPECIAL PROVISIONS

Change No. 3

Contract Requirements, Volume II, Replace Pages J-3 and J-4 with Pages J-3R and J-4R and add new Page J-4A (attached).

This replacement contains the following revisions:

- 3.1 Added S.P. 103.4 to specify an interim completion date of August 15, 2018 for completing all work between Western Access Station 1182+00 and Station 1188+00.
- 3.2 Added S.P. 105.1.4 Liquidated Damages for Non-Completion Per S.P. 103.4.

Change No. 4

Contract Requirements, Volume II, Replace Page J-8 with Page J-8R (attached).

This replacement contains the following revision:

- 4.1 In the fourth sentence of the first paragraph, "60 calendar days" was revised to "45 calendar days."

Change No. 5

Contract Requirements, Volume II, Replace Page J-11 with Page J-11R (attached).

This replacement contains the following revision:

- 5.1 "Contract I-17-4683, IL 390 from IL 83 to York Road" was added to the projects in the vicinity of Contract I-17-4688 that may be under construction during the term of this Contract under S. P. 106.5 Coordination with Other Contractors.

Change No. 6

Contract Requirements, Volume II, Replace Pages J-13 through J-20 with Pages J-13R through J-20R and new Page J-20A (attached).

This replacement contains the following revisions:

- 6.1 Replaced S.P. 106.8 Coordination with Union Pacific Railroad in its entirety.
6.2 Replaced S.P. 107.3 Railroad Protective Liability Insurance in its entirety.
6.3 Replaced S.P. 107.3.1 Railroad Protective Liability Insurance - Union Pacific Railroad in its entirety.
6.4 Added incidental work for Pay Items 50201101, 50201102, and 50201103 to S.P. List of Incidentals to the Pay Items.

Change No. 7

Contract Requirements, Volume II, Replace Page J-40 with Page J-40R (attached).

This replacement contains the following revisions:

- 7.1 Added Phase II Environmental Site Assessment - I-490 from Devon Avenue to Pratt Boulevard (N06) to S.P. 119 Available Geotechnical and Environmental Information.
7.2 Added note that the N06 and N07 reports will be made available to the successful bidder.
7.3 Added the Construction Safety Phasing Plan (CSPP) to S.P. 120 Available Reports.

Change No. 8

Contract Requirements, Volume II, Add the following Special Provision (J-40A, attached).

STEEL AND IRON PRODUCTS (ILLINOIS TOLLWAY)

CHANGES TO THE CONTRACT DRAWINGS

Change No. 9

Contract Drawings, Volume 1, Revised Drawing 3 (attached).

GENERAL NOTES, SUGGESTED CONSTRUCTION SEQUENCE AND WORK SITE ACCESS

This drawing contains the following revisions:

- 9.1 Work Site Access Notes 2 and 3 have been revised.
9.2 Work Site Access Note 7 has been added.
9.3 Suggested Construction Sequence Note 13a has been added.
9.4 Suggested Construction Sequence notes 17 and 23 have been revised.

Change No. 10

Contract Drawings, Volume 1, Revised Drawing 4.

SUGGESTED PROGRESS SCHEDULE

This drawing contains the following revision:

- 10.1 Suggested progress schedule has been updated to reflect additional interim completion date to complete work from Sta. 1182+00 to Sta. 1188+00 by August 15, 2018.

10.2. Revised start dates for box culverts and earthwork as well as completion date for prep work for work to be completed between sta. 1182+00 and sta. 1231+00.
This drawing will be issued to the successful Bidder.

Change No. 11

Contract Drawings, Volume 1, Revised Drawing 5.
SUMMARY OF QUANTITIES

This drawing contains the following revision:

11.1. The drawing was revised to match the updated Schedule of Prices.
This drawing will be issued to the successful Bidder.

Note: Schedule of Prices (P-Pages) override Summary of Quantities.

Change No. 12

Contract Drawings, Volume 1, Revised Drawings 7 through 9 (attached).
EARTHWORK SCHEDULE

These drawings contain the following revisions:

12.1. Revised Earthwork Schedule to reflect modification to Non-Special Waste limits and grading within Location 3.

12.2. Revised Earthwork Schedule to update volumes for Suitable/ Unsuitable Material/ Topsoil Stripping/ Suitable Excavation to be used in Embankment (80%) and Embankment Balance Waste (+) or Shortage (-) between Sta. 1207+00 and Sta. 1208+50.

Change No. 13

Contract Drawings, Volume 1, Revised Drawing 10.
SPECIAL WASTE CHART

This drawing contains the following revisions:

13.1. Revised northing and easting information Non-Special Waste limits centered around boring E02A-0018-07.

13.2. Added table for taco suitable/ taco unsuitable material centered around boring E02A-0018-07.

This drawing will be issued to the successful bidder.

Change No. 14

Contract Drawings, Volume 1, Revised Drawing 21.
PROPOSED TYPICAL SECTION WESTERN ACCESS

This drawing contains the following revision:

14.1. Lower typical section has been revised to reflect proposed grading.

This drawing will be issued to the successful bidder.

Change No. 15

Contract Drawings, Volume 1, Revised Drawing 31.
STOCKPILE OVERVIEW PLAN

This drawing contains the following revisions:

15.1. The location for Material Classification: Topsoil has been revised to Stockpile 87.

15.2. Estimated quantities have been updated to reflect revised earthwork requirements in Location 3.

This drawing will be issued to the successful bidder.

Change No. 16

Contract Drawings, Volume 1, Revised Drawing 33.
UTILITY RELOCATION MATRIX

This drawing contains the following revisions:

16.1. Updated the following information for ComEd above ground electrical utility:

- Updated Tollway Utility Conflict Number to EO-COMED-196

- Revised Estimated Start of Relocation to "See Note 1".
- 16.2. Updated the following information for Chicago Department of Aviation below ground-dry electrical/communication utilities:
- Updated sheet numbers where the Existing Utility Conflict Shown on Plans to: REM-1 through REM-5.
 - Updated Tollway Utility Conflict Number to EO-CDOA-2 and EO-CDOA-3
 - Revised Estimated Start of Relocation to "See Note 1".
- 16.3. Updated the following information for Nicor below ground-wet utility:
- Permit or Agreement in Place to "Yes".
- 16.4. Updated the following column headings:
- "Tollway Utility Work Order Number" was updated to "Tollway Utility Job Number."
 - "Relocation by Utility Company for this Contract" was updated to "Relocation by Utility Company Required for this Contract."

This drawing will be issued to the successful bidder.

Change No. 17

Contract Drawings, Volume 1, Revised Drawings 34, 37, and 38.

EXISTING UTILITIES AND REMOVAL PLAN

STA 1174+00 TO STA 1188+00

STA 1216+00 TO STA 1230+00

STA 1230+00 TO STA 1243+00

These drawings contain the following revision:

- 17.1. Utility Conflict Number callouts have been revised to reflect revision made to the Utility Relocation Matrix.

These drawings will be issued to the successful bidder.

Change No. 18

Contract Drawings, Volume 1, Revised Drawings 35 and 36 (attached).

EXISTING UTILITIES AND REMOVAL PLAN

STA 1188+00 TO STA 1202+00

STA 1202+00 TO STA 1216+00

These drawings contain the following revisions:

- 18.1. Utility Conflict Number callouts have been revised to reflect revision made to the Utility Relocation Matrix.
- 18.2. Added plan Notes 3 and 4.
- 18.3. Added dimension for minimum distance between centerline of UPRR track to construction limits near Security Gates 15-A, 15-B and 15-C.
- 18.4. Added "See Note 3" to security gate locations callouts for Removal of Moveable Gate System (J1501031) Concrete Removal (50102400).

Change No. 19

Contract Drawings, Volume 1, Revised Drawings 40 and 41.

EXISTING UTILITIES AND REMOVAL PLAN

STA 1256+00 TO STA 1270+00

STA 1270+00 TO STA 1283+00

These drawings contain the following revision:

- 19.1. Limits of Construction have been revised to reflect revised grading limits.

These drawings will be issued to the successful bidder.

Change No. 20

Contract Drawings, Volume 1, Revised Drawings 47 through 49.

EARTHWORK PLAN

STA 1216+00 TO STA 1230+00

STA 1230+00 TO STA 1243+00
STA 1243+00 TO STA 1256+00

These drawings contain the following revision:

- 20.1. Additional Soil Boring locations added between Sta. 1224+00 and Sta. 1247+00.
These drawings will be issued to the successful bidder.

Change No. 21

Contract Drawings, Volume 1, Revised Drawing 50.
EARTHWORK PLAN
STA 1256+00 TO STA 1270+00

This drawing contains the following revision:

- 21.1. Limits of Construction have been revised to reflect revised grading limits.
This drawing will be issued to the successful bidder.

Change No. 22

Contract Drawings, Volume 1, Revised Drawing 51.
EARTHWORK PLAN
STA 1270+00 TO STA 1283+00

This drawing contains the following revisions:

- 22.1. Limits of Construction have been revised to reflect revised grading limits.
22.2. Non-Special Waste limits have been revised
22.3. Taco Suitable/ Taco Unsuitable has been added within the revised Non-Special Waste limits from elevation 660.00 to 663.5. This will not be impacted by construction.
This drawing will be issued to the successful bidder.

Change No. 23

Contract Drawings, Volume 1, Revised Drawing 55.
MASS GRADING AND DRAINAGE PLAN
STA 1202+00 TO STA 1216+00

This drawing contains the following revision:

- 23.1. Added the construction of a proposed access ramp that will be 18' wide and sloped at 10%. Ramp shall be centered upon the Active AOA Fence gate at Sta. 1205+12. Ramp will extend from 10' Vegetation Free Zone to meet proposed grade.
This drawing will be issued to the successful bidder.

Change No. 24

Contract Drawings, Volume 1, Revised Drawings 59 and 60.
MASS GRADING AND DRAINAGE PLAN
STA 1256+00 TO STA 1270+00
STA 1270+00 TO STA 1283+00

These drawings contain the following revision:

- 24.1. Proposed contours have been updated to reflect revised grading.
These drawings will be issued to the successful bidder.

Change No. 25

Contract Drawings, Volume 1, Revised Drawing 69.
PROPOSED PROFILE WESTERN ACCESS
STA 1270+00 TO STA 1283+00

This drawing contains the following revision:

- 25.1. Proposed profile has been updated to reflect revised construction limits.
This drawing will be issued to the successful bidder.

Change No. 26

Contract Drawings, Volume 1, Revised Drawing 71.
EROSION AND SEDIMENT CONTROL SCHEDULE AND GENERAL NOTES

This drawing contains the following revision:

- 26.1. Erosion and Sediment Control Schedule has been updated to reflect revised construction limits found on sheets ERC-8 and ERC-9 for Temporary Ditch Checks, Erosion Control Blanket, and Seeding, Class 4F Native Grass, Low Profile Mix (Special).

This drawing will be issued to the successful bidder.

Change No. 27

Contract Drawings, Volume 1, Revised Drawings 78 and 79.
EROSION AND SEDIMENT CONTROL PLAN
STA 1256+00 TO STA 1270+00
STA 1270+00 TO STA 1283+00

These drawings contain the following revision:

- 27.1. Proposed contours and erosion and sediment controls have been updated to reflect revised grading.

These drawings will be issued to the successful bidder.

Change No. 28

Contract Drawings, Volume 1, Revised Drawings 92 and 93.
LIGHTING PLAN

These drawings contain the following revision:

- 28.1. Station and offsets have been revised to reflect Western Access alignment.

These drawings will be issued to the successful bidder.

Change No. 29

Contract Drawings, Volume 1, Revised Drawing 97.
SINGLE LINE DIAGRAM TANK FARM ROAD

This drawing contains the following revision:

- 29.1. Additional information was added to the single-line diagram for clarity.

This drawing will be issued to the successful bidder.

Change No. 30

Contract Drawings, Volume 1, Revised Drawing 129.
FEEDER CULVERT 3 GENERAL PLAN AND ELEVATION

This drawing contains the following revision:

- 30.1. The remove/replace elevation under the culvert east of CL I-490 was changed from 646.00 to 644.00.

This drawing will be issued to the successful bidder.

Change No. 31

Contract Drawings, Volume 1, Revised Drawings 210 through 214 (attached).
MASS GRADING CROSS SECTIONS

These drawings contain the following revision:

- 31.1. Cross sections have been revised to reflect modifications in Non-Special Waste limits and proposed grading modifications.

END OF ADDENDUM CHANGES

SCHEDULE OF PRICES

PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
20100500	TREE REMOVAL, ACRES	ACRE	13.2		
20101400	NITROGEN FERTILIZER NUTRIENT	POUND	2,244		
20101600	POTASSIUM FERTILIZER NUTRIENT	POUND	6,732		
20700220	POROUS GRANULAR EMBANKMENT	CU YD	1,368		
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	42,871		
25100630	EROSION CONTROL BLANKET	SQ YD	362,148		
28100205	STONE RIPRAP, CLASS A3	TON	405		
28200200	FILTER FABRIC	SQ YD	449		
30201500	LIME	TON	10,108.8		
30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	35,308		
40200100	AGGREGATE SURFACE COURSE, TYPE A	TON	1,634		
42000060	WELDED WIRE REINFORCEMENT	SQ YD	720		
42000540	PORTLAND CEMENT CONCRETE PAVEMENT 12"	SQ YD	720		
50102400	CONCRETE REMOVAL	CU YD	340.0		
50105220	PIPE CULVERT REMOVAL	FOOT	318		
50200300	COFFERDAM EXCAVATION	CU YD	1,596		
50201101	COFFERDAM (TYPE 1) (LOCATION - 1)	EACH	1		

SCHEDULE OF PRICES

PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
50201102	COFFERDAM (TYPE 1) (LOCATION - 2)	EACH	1		
50201103	COFFERDAM (TYPE 1) (LOCATION - 3)	EACH	1		
50300225	CONCRETE STRUCTURES	CU YD	224.0		
50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	28,160		
54001001	BOX CULVERT END SECTIONS, CULVERT NO. 1	EACH	2		
54010504	PRECAST CONCRETE BOX CULVERTS 5' X 4'	FOOT	315.0		
54011208	PRECAST CONCRETE BOX CULVERTS 12' X 8'	FOOT	809.5		
542A0220	PIPE CULVERTS, CLASS A, TYPE 1 15"	FOOT	55		
542A0235	PIPE CULVERTS, CLASS A, TYPE 1 30"	FOOT	85		
55100200	STORM SEWER REMOVAL 6"	FOOT	205		
55100700	STORM SEWER REMOVAL 15"	FOOT	42		
59100100	GEOCOMPOSITE WALL DRAIN	SQ YD	48		
63200310	GUARDRAIL REMOVAL	FOOT	38		
66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	12,120		
66900400	SPECIAL WASTE GROUNDWATER DISPOSAL	GALLON	10,000		
66900450	SPECIAL WASTE PLANS AND REPORTS	LSUM	1		
85000200	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	EACH	1		

SCHEDULE OF PRICES

PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
X0323524	REMOVE EXISTING SURVEILLANCE CAMERA EQUIPMENT	EACH	3		
X2020410	EARTH EXCAVATION (SPECIAL)	CU YD	543,035		
X2111110	TOPSOIL PLACEMENT	CU YD	16,950		
X5012502	CONCRETE REMOVAL (SPECIAL)	CU YD	437.5		
X6640530	CHAIN LINK FENCE, 5' ATTACHED TO STRUCTURE	FOOT	212		
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LSUM	1		
Z0005305	BOX CULVERTS TO BE CLEANED	FOOT	799		
Z0022800	FENCE REMOVAL	FOOT	3,526		
Z0041500	PLUG EXISTING CULVERTS	EACH	1		
Z0073510	TEMPORARY TRAFFIC SIGNAL TIMING	EACH	11		
JI213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	500		
JI213006	EXPLORATION TRENCH, UTILITIES (VACUUM EXCAVATION)	FOOT	500		
JI501031	REMOVAL OF MOVEABLE GATE SYSTEM	EACH	3		
JI602751	8' X 12' BOX CULVERT SECURITY GRATE	EACH	3		
JI704005	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	250		
JI704012	FURNISH AND INSTALL TEMPORARY CONCRETE BARRIER, TO REMAIN IN PLACE	FOOT	975		
JI782022	BARRIER WALL REFLECTORS, TYPE C	EACH	44		

SCHEDULE OF PRICES

PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
JT154183	ALLOWANCE FOR RAILROAD AND AIRPORT FLAGGING	UNIT	100,000	1.00	100,000.00
JT155110	WORKFORCE HIRING INCENTIVE	HOUR	1,000	15.00	15,000.00
999NEG31	DAMAGE TO ELECTRICAL FACILITIES PER TOLLWAY SUPPL. SPEC. 107.30 (b)	INC/DAY		(1,000.00)	
999NEG32	LIQUIDATED DAMAGES FOR DELAY IN SUBMITTAL OF PROGRESS SCHEDULE PER TOLLWAY SUPPL. SPEC. 108.02 (e)	DAY		(300.00)	
999NEG33	NON-COMPLIANCE WITH EROSION AND SEDIMENT CONTROL PER TOLLWAY SUPPL. SPEC. 280.02 (b) (1)	INC/DAY		(1,000.00)	
999NEG34	NON-COMPLIANCE WITH RESPONSIBILITY FOR CONSTRUCTION HAULING EQUIPMENT PER TOLLWAY SUPPL. SPEC. 105.15	DAY		(1,000.00)	
999NEG35	FAILURE TO RESPOND TO REGULATORY AGENCY REQUESTS, PER TOLLWAY SUPPL. SPEC. 280.02 (b) (2)	OCCUR		(25,000.00)	
999NEG36	FAILURE TO COMPLY WITH OCCUPANCY DATE OR PROVIDE COMPLETE FACILITIES. FIELD OFFICE OR LAB PER TOLLWAY SUPPL. SPEC. 670.01 (b)	DAY		(500.00)	
999NEG37	NON-COMPLIANCE WITH TOLLWAY MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (1)	INC/DAY		(2,500.00)	
999NEG38	FAILURE TO RESPOND TO RE-ESTABLISH DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b) (2)	OCCUR		(2,500.00)	
999NEG40	LOSS OR DAMAGE TO TOLLWAY OWNED DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b) (4)	SQ. FT.		(100.00)	
999NEG41	NON-COMPLIANCE WITH IDOT MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (5)	INC/DAY		(2,500.00)	
999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(1,500.00)	
999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(3,500.00)	
999NEG46	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.3	CAL DAY		(3,500.00)	
999NEG47	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.4	CAL DAY		(3,500.00)	
999NEG53	NON-COMPLIANCE WITH CONTRACTOR QUALITY PROGRAM SPECIAL PROVISION	OCCUR		(1,000.00)	

requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Tollway deems appropriate.

IV. DBE CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR

This contract includes a specific DBE utilization goal of 21% of the Core Work of the contract. The goal reflects the estimated availability of DBEs to perform the scopes of work of this contract, including as a prime Contractor. Consequently, in addition to the other award criteria established for this contract, ISTHA will award this contract to a bidder who either meets this goal or who demonstrates its good faith efforts to do so. The participation of DBEs will be calculated on the amount of the Core Work, not Contingency Work identified in the bid documents. **The Contractor's DBE commitment will be assessed for any and all Extra Work Orders (EWO) and Change Orders (CO) at the time such orders are issued.**

V. DBE, M/WBE and SBA 8(a) LOCATOR REFERENCES

Bidders should consult the Illinois Unified Certification Program ("ILUCP") DBE Directory as a reference source for DBEs and the City of Chicago, the County of Cook M/WBE directories as reference sources for M/WBEs in construction certified by the City of Chicago or the County of Cook, or the Small Business Administration SBA 8(a) directory for SBA 8(a)s certified by the Small Business Administration. Only firms certified by the IL-UCP, the City of Chicago, the County of Cook, or the Small Business Administration **at the time of bid opening** are eligible to be considered for contract award to either meet the contract goal or establish the bidder's good faith efforts to do so.

These directories are to be used as an informational source only. Certification does not mean that a firm is in any way prequalified to provide the products and/or services in its certification specialty. "Certification" means that the ILUCP, the City of Chicago, the County of Cook, or the Small Business Administration has determined, on the basis of information provided and the representations therein, that a business is a *bona fide* DBE. The ILUCP, the City of Chicago, the County of Cook or the Small Business Administration does not, as a result of listing, make any representation concerning the ability of any listed firm to perform work in the specialty listed. The Tollway does not, through its use of and referral to ILUCP DBE, the City of Chicago, the County of Cook MBE/WBE, and the Small Business Administration SBA 8(a) lists, make any representation concerning the ability of any listed firm to perform work in its certification specialty. The bidder must conduct its own due diligence regarding the capabilities of certified firms to perform the work of the contract.

VI. BIDDING PROCEDURES

Compliance with the bidding procedures of this Special Provision is required as provided in this Special Provision prior to the award of the contract. The failure of the as-read low bidder to comply will render the bid non-responsive.

A. Submission of the Disadvantaged Business DBE Utilization Plan, DBE Form 2026-Pilot

704001-08 TEMPORARY CONCRETE BARRIER
720001-01 SIGN PANEL MOUNTING DETAILS
720006-04 SIGN PANEL ERECTION DETAILS
720011-01 METAL POSTS FOR SIGNS, MARKERS & DELINEATORS

S.P. 103 CONTRACT COMPLETION DATE, SUBSTANTIAL AND INTERIM COMPLETION DATES

S.P. 103.1 CONTRACT COMPLETION DATE

The Contractor shall complete all work under this Agreement for the performance of Contract I-17-4688 on or before 11:59 p.m. on **December 14, 2018** and as specified in Article 108.05 of the Illinois Tollway Supplemental Specifications.

S.P. 103.2 SUBSTANTIAL COMPLETION DATE

The Contractor shall have completed all work as specified in the contract plans, including, but not limited to, site clearing, earthwork, non-special waste removal, stockpile construction, haul road construction, erosion and sediment control, drainage, box culvert installation and construction, CCTV equipment construction, landscaping, and traffic control and protection required under this Agreement for the performance of Contract I-17-4688 on or before 11:59 p.m. on **November 14, 2018**.

S.P. 103.3 INTERIM COMPLETION DATE

The Contractor shall complete all work between Western Access Station 1268+00 and Station 1285+00 as specified in the contract plans, including, but not limited to, site clearing, earthwork, embankment, non-special waste removal, access pavement construction, erosion and sediment control, drainage, landscaping, and traffic control and protection by 11:59 p.m. on **July 17, 2018**.

S.P. 103.4 INTERIM COMPLETION DATE

The Contractor shall complete all work between Western Access Station 1182+00 and Station 1188+00 as specified in the contract plans, including, but not limited to, site clearing, earthwork, embankment, non-special waste removal, erosion and sediment control, and landscaping by 11:59 p.m. on **August 15, 2018**.

S.P. 104 NOTICE TO PROCEED/COMMENCEMENT OF ON-SITE WORK

In accordance with Article 103.08 of the Illinois Tollway Supplemental Specifications, it is anticipated the Notice to Proceed will be issued after the Contract is approved by all parties; including a work commencement date no earlier than **April 23, 2018**. There shall be no damages or additional compensation due the Contractor for delays, if any, in issuing the Notice to Proceed.

S.P. 104.1 INTERIM COMMENCEMENT DATE

The Contractor shall not be permitted to begin clearing/tree removal /stockpiling work/erosion control or otherwise access the Additional Stockpile 67 Work Zone, as defined on the plans, prior to **July 1, 2018**. This date signifies when a Letter of Map Revision (LOMR) is expected to be received by the Village of Des Plaines.

S.P. 105 LIQUIDATED DAMAGES FOR DELAY(S) AND INCENTIVE PLAN(S)

S.P. 105.1 Liquidated Damages

S.P. 105.1.1 Liquidated Damages for Non-Completion Per S.P. 103.1

In accordance with the provisions of Article 108.09 of the Illinois Tollway Supplemental Specifications, the Contractor shall pay to the Illinois Tollway the sum of **\$1,500.00** per day, as liquidated damages for each and every calendar day beyond the Completion Date stipulated in S.P. 103.1 that the work, or any part thereof, remains incomplete.

S.P. 105.1.2 Liquidated Damages for Non-Completion Per S.P. 103.2

In accordance with the provisions of Article 108.09 of the Illinois Tollway Supplemental Specifications, the Contractor shall pay to the Illinois Tollway the sum of **\$3,500.00** per day, as liquidated damages for each and every calendar day beyond the Substantial Completion Date stipulated in S.P. 103.2 that the work, or any part thereof, remains incomplete.

S.P. 105.1.3 Liquidated Damages for Non-Completion Per S.P. 103.3

In accordance with the provisions of Article 108.09 of the Illinois Tollway Supplemental Specifications, the Contractor shall pay to the Illinois Tollway the sum of **\$3,500.00** per day, as liquidated damages for each and every calendar day beyond the Interim Completion Date stipulated in S.P. 103.3 that the work, or any part thereof, remains incomplete.

S.P. 105.1.4 Liquidated Damages for Non-Completion Per S.P. 103.4

In accordance with the provisions of Article 108.09 of the Illinois Tollway Supplemental Specifications, the Contractor shall pay to the Illinois Tollway the sum of **\$3,500.00** per day, as liquidated damages for each and every calendar day beyond the Interim Completion Date stipulated in S.P. 103.4 that the work, or any part thereof, remains incomplete.

S.P. 105.2 Completion Incentive Payment Plan(s)

NOT USED

The Contractor is responsible for verifying the nature and status of all utility relocation work prior to preparation of the Baseline Schedule. The Contractor shall take appropriate measures to ensure that construction operations do not interfere with utility facilities and relocation work. The Baseline Schedule shall reflect construction sequencing which coordinates with all utility relocation work. The Contractor shall be required to adjust the order of its work from time to time, to coordinate same with utility relocation work, and shall prepare revised Baseline Schedule(s) in compliance therewith as directed by the Engineer.

The provisions of Articles 105.07 and 105.08 of the Illinois Tollway Supplemental Specifications shall apply.

The Tollway and the Engineer shall be notified in writing by the Contractor at least 96 hours prior to the start of any operation requiring cooperation with others. Notifications shall be made to the agencies and utilities at least ten (10) days prior to any construction. Any notification to any agency must be made through the Construction Manager.

** Poles carrying the primary aerial electric feed are owned by ComEd. The Contractor shall notify the Engineer in writing at least 30 calendar days in advance of when the secondary electric service to the CCTV cameras and moveable gates will be removed. The Engineer will coordinate and schedule disconnection and removal of the primary aerial lines and poles with ComEd. The Contractor shall include a minimum of 45 calendar days from when the service is no longer needed to when the aerial lines and poles will be removed in his/her Baseline Schedule. The Contractor shall assume that the primary service and poles are removed no earlier than **July 23, 2018**.

*** Runway 15-33 is scheduled to be decommissioned by the date indicated. High-voltage electric service for NAVAID system is anticipated to remain in service during this Contract.

**** New oil pipelines crossing near Western Access Sta. 1271+00 may be under construction during the term of this Contract. The Contractor will cooperate and coordinate with the Contractors completing that work in accordance with S.P. 106.5.

S.P. 106.1 COORDINATION WITH ILLINOIS DEPARTMENT OF TRANSPORTATION

Coordination with the Illinois Department of Transportation (IDOT) shall be as follows:

The Contractor shall notify the Engineer 14 calendar days prior to commencement of any work on or affecting a State highway, so as to provide the opportunity to alert the motoring public of possible delays. The Engineer or Corridor Construction Manager will notify IDOT of the start of work.

The Contractor shall indemnify and hold harmless IDOT in accordance with the indemnification provided to IDOT in Article 107.26 of IDOT's Standard Specifications for Road and Bridge Construction in effect at the time of construction. Such indemnity shall not be limited to amounts recoverable in the Court of Claims or by any insurance or bonds to be provided by said Contractor.

A highway permit is required to be secured from IDOT for access to IDOT right of way for the purposes of completing the work. The contractor will not be allowed access to IDOT right of way prior to receiving the Highway Permit from IDOT. The contractor shall include the date of anticipated IDOT Permit approval on the Baseline Schedule and on the Revised Baseline Schedule submitted as required by Article 108.02 of the Illinois Tollway Supplemental Specifications. The IDOT Highway Permit is anticipated to be secured no earlier than May 23, 2018. The Contractor will not be allowed access to IDOT right of way prior to May 23, 2018.

For purposes of obtaining the IDOT Highway Permit, the Contractor shall submit the following to the Engineer upon request:

1. IDOT Highway Permit Form OPER 1045 executed by the Contractor in triplicate.

S.P. 106.5 COORDINATION WITH OTHER CONTRACTORS

The Contractor is advised that certain operations will involve cooperation with Illinois Tollway personnel and Contractors performing work on or adjacent to this contract for the Illinois Tollway. The Contractor shall cooperate to the fullest extent with the Illinois Tollway and the Contractors working on adjacent projects in compliance with the provisions of Article 105.08 of the Illinois Tollway Supplemental Specifications.

The following projects in the vicinity of Contract I-17-4688 may be under construction during the term of this Contract:

- 1.) Illinois Tollway Contract I-16-4669, Elgin O'Hare Western Access Construction - Ramp Bridges
- 2.) Illinois Tollway Contract I-17-4673, Elgin O'Hare Western Access Construction - Mainline and Ramps
- 3.) Chicago Department of Aviation Taxiway Z/J and Tank Farm Road, OH6143.710.50.371 Contract
- 4.) Relocation of Oil Pipelines (BP Pipelines (North America) Inc./Amoco, Shell Pipeline Company LP, and West Shore Pipeline Company) as noted in S.P. 106
- 5.) Illinois Tollway Contract I-17-4683, IL 390 from IL 83 to York Road

S.P. 106.6 COORDINATION WITH FEDERAL AVIATION ADMINISTRATION (FAA)

An FAA Form 7460, Notice of Proposed Construction, is required to be submitted for items included in the Illinois Tollway I-17-4688 contract due to proximity to O'Hare International Airport. An initial permit submittal has been made by the Illinois Tollway to account for construction activity as well as the permanent items that will be constructed. The initial permit submittal made by the Illinois Tollway included a temporary estimated working clearance heights of:

- 25 feet above the maximum ground elevation (existing or proposed grade) for construction of embankment and temporary and permanent drainage features.
- 100 feet above existing ground elevation at the Willow Creek Box Culverts.

(See <http://www.faa.gov/airports/central/engineering/part77/> if additional detail on 'Who Must File' is desired). The Contractor's bid proposal shall have been submitted with the assumption that temporary estimated working heights in excess of the following will not be required:

- 25 feet above the maximum ground elevation typical
- 100 feet above existing ground elevation at the Willow Creek Box Culverts

The Contractor is required to submit details on maximum construction equipment working heights to the Illinois Tollway that will be used so permit compliance can be verified or, in the event that the Contractor requests to exceed the temporary

floodplain will be allowed until the permit is approved by the IDNR. This includes, but is not limited to excavation, proposed culvert extensions, dewatering, erosion control, staging, or storage of materials. All conditions of the permit approval shall be followed for all construction activities.

UNITED STATES ARMY CORP OF ENGINEERS AND THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY: This project requires an individual permit from the United States Army Corp of Engineers (USACOE 404 Permit) and the Illinois Environmental Protection Agency (IEPA 401 Water Quality Certification). The USACOE Section 404/IEPA Section 401 permit was secured on March 17, 2014 for the entire Elgin O'Hare Western Access project corridor. As a condition of the entire Elgin O'Hare Western Access project corridor permit, a formal permit modification letter approval is required for the specific Contract No. I-17-4688 prior to the Contractor disturbing or otherwise impacting the jurisdictional wetlands or waterways. The permit modification approval is anticipated no earlier than **May 23, 2018**. No removals, temporary or permanent construction activities, or other work that would impact this habitat will be allowed until the permit modification is approved by USACOE. This includes, but is not limited to excavation and proposed culvert extension. Existing resources are shown on the construction contract plans.

The U.S. Army Corps of Engineers shall be contacted for a review of the proposed In-Stream work plan which must be approved by the USACOE prior to the commencement of work. The plan shall meet the erosion and sediment control standards as shown in the plans and include means and methods for completing work within a waterway. Guidelines on acceptable in-stream work techniques can be found on the Corps website at <http://www.lrc.usace.army.mil/>.

The Contractor is responsible for meeting all requirements of these agencies in connection therewith and in coordination with:

Bryan Wagner
Environmental Policy & Program Manager
Illinois Tollway
2700 Ogden Ave
Downers Grove, IL 60515
630-241-6800 Ext. 3872

S.P. 106.8 COORDINATION WITH UNION PACIFIC RAILROAD

For construction on or adjacent to Union Pacific Railroad (UPRR) property, the Contractor will be required to contact the UPRR, as listed below, to secure necessary permits and obtain written authorization to occupy or otherwise use the property.

The Contractor is responsible for meeting all requirements of the Union Pacific Railroad in connection therewith and for verifying all information as it is subject to change at any time.

Mr. Chris Keckeisen
Sr Manager Industry and Public Projects Union Pacific Railroad
1400 Douglas St STOP 0910
Omaha, NE 68179
Phone: (402)544-5131

Information regarding Right of Entry applications, processing and approvals may be directed to:

Mr. Jason Murray Union Pacific Railroad
1400 Douglas St
Omaha, Nebraska 68179
Phone: (402)544-2623

Additional information has been provided for convenience, however, the Contractor shall be responsible to verify the accuracy of the information by checking the Union Pacific Railroad website at the following link:
<http://www.uprr.com/reus/tempuse/index.shtml>.

The Contractor shall note the following Right of Entry (ROE) fees:

Application Fee: \$1,045
Administrative Fee for Contractor of the Licensee: \$500
License Fee: Fee provided after review and approval
Expedited Processing of ROE Application - \$5,055.00 or \$10,055

The Contractor shall be aware that an additional fee will be required, after processing of the application, to be submitted with the signed Right of Entry Agreement for the actual temporary use of the Railroad property. This fee cannot be estimated until the application is processed. It may exceed \$5,000.00.

The following rates apply to flagging services, see Special Provision for CONTRACT ALLOWANCE FOR RAILROAD FLAGGING.

Normal Flagging Day - \$1,500/8 hours
Estimated overtime, night, weekend and holiday work at \$250/hour.

It should be noted that the flagging services require one hour of set-up and one hour of take down every day in addition to the Contractor's work time.

Railroad Crossing Identification Information

DOT/AAR Crossing #: 174087Y Railroad Mile Post: 8.81
RR Division: Chicago
RR Subdivision: Milwaukee
City/County/State: Elk Grove Village, DuPage, Illinois

See additional information that follows.



BUILDING AMERICA

Temporary Use of Railroad Property - Procedures

The permitting process for seismic and vibration survey requests, movie productions, and other projects involving temporary use of railroad property is as follows:

1. A non-refundable application fee in the amount of \$1045.00 must accompany your completed Online Application process (<http://www.uprr.com/rem/ucs/jas/#/home>) for Right of Entry form. Please be aware that a licensee fee will be charged on top of the application fee. The manager will only be able to provide you with fee information after your application has been reviewed and approved.
2. Please provide a site plan. Your plan should include the Railroad's right of way boundary lines and distance from the center line of the track in relationship to your work. If you require a railroad right of way map to locate your right of way use location, such a map may be obtained (a fee may be required) from:
 - » Engineering Map Area
Union Pacific Railroad Company
Phone: (402) 501-4941
3. When using a street name on the application, which has been changed, please include the current name as well as any previous name. Many of the old railroad company maps do not reflect these name changes.
4. Please refer to the information on Fixed Object Identity for examples to assist you in locating "fixed objects."
5. The information on Identifying Railroad Mile Post Locations will assist in locating mile post markers, which are helpful in establishing the location of the proposed site or installation.
6. Incomplete applications will halt processing.
7. The normal turn-around time for processing applications is now running between 30-45 days. Please allow sufficient time for the handling of your request. Please do not call within the initial 30 days of receipt of your request for the status of your application. Time in answering your phone calls only delays the processing of your request as well as all other requests from other applicants.
8. Rush Handling: If you require rush handling of your application, please make that selection on the online application form. The application fee of \$1045 plus the appropriate RUSH fee is required if a rush is requested. Please note that not all projects are eligible for Rush Handling.
9. Before you enter the railroad company's right of way, the following must be completed:
 - » All agreements must be executed by the applicant and the railroad company. A copy of the executed agreement must be within the applicant's possession before entering the railroad company's right of way.
 - » Verbal Authorizations will not be permitted or granted. Generally, a minimum of 48 hours' advance notice after execution of an agreement will be required prior to entry.
 - » License fees and insurance certificates, if required, must be submitted at the time you execute and return the agreement.
 - » Clearance and approval from the railroad company's Fiber Optic Cable Hotline (800) 336-9193.
 - » Arrangements must have been made with the railroad company's local manager of track maintenance, as listed in the agreement, for flagging protection (if required).
 - » You will be required to obtain Railroad Protective Liability Insurance. This may be purchased from an insurance agent of your choice, or you may be eligible for inclusion in UPRR's Railroad Protective Liability Insurance program.
 - » If a Contractor is employed by the Licensee to perform any of the agreed to activities under the Right of Entry Agreement, that Party will need to complete and return the Contractor's Endorsement Form and submit along with a \$500 Administrative Fee and a copy of their General Liability Insurance certificate meeting the specified coverages as shown in the License Agreement. A Railroad Protective Liability Insurance policy must be in procured by the Licensee OR its Contractor.
10. The terms of the railroad company's standard agreements are non-negotiable. Please do not attempt to make any changes to the agreement or request alteration to any of the terms and/or provisions to the agreement.
11. The online application form can be found here Online Application process (<http://www.uprr.com/rem/ucs/jas/#/home>)

APPLICATION – RIGHT OF ENTRY

(Please allow 30-45 days for processing)

1. Name of Licensee _____
(Exact Name of the Owner of the Utility)
State of Incorporation _____; if not incorporated, please list entity's legal status _____
2. Address, email, phone and Fax number of Licensee

Email _____ Phone _____ Fax _____
3. Name, address and phone number of individual to whom agreement is to be mailed
if different than Item 2.

4. Contact information for individual to contact in the event of questions.

Email _____ Phone _____ Fax _____
5. Project site location:

(City, County and State)
6. Railroad site location information:

(Railroad Mile Post, Subdivision, or any other pertinent location detail.)
7. Time period for your project use of Railroad Company's property:
Start Date: _____ Stop Date: _____
8. Will there be any activity or equipment within 25 feet of a Railroad track in connection with this property?
() No () Yes (If Yes, a Flagman will be required on site at your cost.)
9. Will there be any excavation involved?
() No () Yes (If Yes, include shoring plans within Railroad standards.)
10. Purpose of your request:
(This must be detailed & complete; attach engineering plans, shoring plans and any pertinent supporting details, including maps or prints.)

- Additional Fees and charges may be applicable to your request. These changes cannot be determined until your project is approved.

UNION PACIFIC RAILROAD
1400 DOUGLAS STREET MS 1690
OMAHA NE 68179

S.P. 107 INSURANCE

This provision supplements Article 107.27 of the Illinois Tollway Supplemental Specifications.

J. ADDITIONAL INSURED PROTECTION

The work under this contract includes work upon, above, adjacent to and/or along the right-of-way and facilities of the Illinois Department of Transportation (IDOT), the City of Chicago Department of Aviation (CDA), the Federal Aviation Administration (FAA), and the Village of Bensenville. The Contractor's Insurance coverage, required by and in conformance with Article 107.27(j) of the Illinois Tollway Supplemental Specifications, shall include the agencies specified herein, its agents and employees as additional insureds, or provide a separate owner's protection policy of equal limits of coverage for each agency.

S.P. 107.2 ENVIRONMENTAL PROTECTION

(1) Environmental Impact/Pollution Liability Insurance

Insurance documentation must show limits of liability of not less than \$5 million each claim and \$5 million annual aggregate for personal injury, death and injury to or destruction of real or personal property arising from any escape or broad discharge or any hazardous waste or pollutants discharges. The project contractor is responsible to provide the insurance documentation from their specialized subcontractor, if applicable, who will complete the Work. The insurance documentation shall include the Illinois Tollway and other designated parties as additional insureds on a primary and non-contributory basis on the insurance. Coverage will be maintained for a minimum of five years following acceptance of the Work.

This would apply to the following:

PAY ITEM NO.	DESCRIPTION
66900200	NON-SPECIAL WASTE DISPOSAL
66900400	SPECIAL WASTE GROUNDWATER DISPOSAL
X2020410	EARTH EXCAVATION (SPECIAL)

S.P. 107.3 RAILROAD PROTECTIVE LIABILITY INSURANCE

The work under this contract includes work upon, above, adjacent to and/or along the right-of-way and facilities of Union Pacific Railroad. The Union Pacific Railroad requires railroad protective insurance be in place prior to the Contractor beginning work. Their requirements are as follows:

S.P. 107.3.1 RAILROAD PROTECTIVE LIABILITY INSURANCE – Union Pacific Railroad

Union Pacific Rail Road (UPRR)
Per Occurrence Insurance Limit: \$5,000,000

General Aggregate: \$10,000,000

https://www.up.com/real_estate/rrinsurance/liability_insurance/index.htm

Requirements:

The Railroad Protective Liability Program for utility crossing removal/construction, requires the completion of the appropriate Application to obtain a quote. See the UPRR website for additional information and current application forms: (http://www.up.com/real_estate/rrinsurance/liability_insurance/index.htm).

With the Railroad Protective Liability Program made available by Union Pacific through a national broker, the Contractor completes a single-page application, sends a check, and the Railroad Protective Liability coverage is in place. The UPRR considers this program a time saver in obtaining Railroad Protective Liability insurance.

For Railroad Protective Liability Insurance (RPLI) application requests, the Contractor may be asked by their insurance carrier to provide train movement information. Due to the circumstances of September 11, 2001, for security and safety reasons, Union Pacific Railroad employees no longer supply train information to parties outside the Railroad. The major insurance companies are aware of this situation.

S.P. 108

INDEMNIFICATION

In addition to indemnifying the Illinois Tollway under Article 107.26 of the Illinois Tollway Supplemental Specifications, the Contractor shall also indemnify and save harmless the Federal Aviation Administration (FAA), the Chicago Department of Aviation (CDA), the Illinois Department of Transportation (IDOT), the Village of Bensenville, Design Corridor Manager (CH2M Hill) and all subconsultants, EXP U.S. Services Inc. and all subconsultants, Stanley Consultants and all subconsultants, Corridor Construction Manager and all subconsultants, Construction Manager and all subconsultants, the Program Management Office (PMO), WSP USA Inc. and all subconsultants and all their officers, agents and employees, in accordance with the indemnification requirements of Article 107.26 of said Illinois Tollway Supplemental Specifications.

S.P. 109

WORKING HOURS AND PROSECUTION OF THE WORK

The Contractor is to refer to Section 108 - PROSECUTION AND PROGRESS in the Illinois Tollway Supplemental Specifications.

Regardless of progress, the Contractor shall be required to prosecute the work without undue delays or extended time intervals between activities. The Contractor is expected to utilize a six-day work week and double shifts as required to complete The Work by the Contract Completion Date specified in S.P. 103.1, substantial completion specific in S.P. 103.2, any Interim Completion Dates specified in S.P. 103.3 and in accordance with the hour restrictions provided in the Contract Documents.

Additional restrictions due to working heights in the vicinity of the airport as denoted by the Notice of Airspace Determination for each location evaluated. See

SP 106.6 COORDINATION WITH FEDERAL AVIATION ADMINISTRATION (FAA) for further information and details.

S.P. 110 LIST OF INCIDENTALS TO THE PAY ITEMS

The Contractor's attention is called to several specific incidental work items as noted on the Contract Plans and Special Provisions and in addition to the lists in the Standard Specifications. Listed below is a listing of these items for general information only. The list is not intended to be all-inclusive and, therefore, the Contractor is responsible to perform all work according to the Plans, Special Provisions and the Standard Specifications.

Pay Item No.	Designation	Incidental Work
54011208	PRECAST CONCRETE BOX CULVERTS 12' x 8'	<p>The Contractor shall maintain flows through Willow Creek Channels that will remain open during stage construction. This will include cleaning of the existing and proposed security grating as required.</p> <p>The new precast concrete box culverts shall be cleaned prior to installation of the box culvert security grate.</p>
50201101, 50201102, 50201103	COFFERDAM (TYPE 1) (LOCATION - X)	<p>Conceptual cofferdam plan layout is shown. It is the Contractor's responsibility to determine actual cofferdam layout and provide a design and details for each cofferdam, complete with calculations and drawings, signed and sealed by an Illinois Licensed Structural Engineer, for the Engineer's review and acceptance before starting work. This work shall not be paid separately but shall be considered included with Cofferdam (Type 1) (Location - X).</p>

S.P. 111 EROSION AND SEDIMENT CONTROL

The Illinois Tollway, in order to comply with various environmental regulations, has included Bid Items from Section 280 of the Illinois Tollway Supplemental Specifications, which implement such compliance. The Contractor shall make his/her employees and subcontractors aware that the Illinois Tollway will strictly enforce these requirements.

The National Pollutant Discharge Elimination System (NPDES) program of the Federal Clean Water Act imposes erosion and sediment control requirements on construction projects that involve a land disturbance of one (1) acre or more. The procedures in this section are applicable to all Illinois Tollway projects that fall into these parameters.

Erosion and sediment control must be provided on all projects which will expose areas of soil or other material to potential displacement by precipitation and/or wind events such that sediment and other pollutants could adversely affect operations on the highway or associated rights-of-way, could be introduced into receiving waters, or could affect adjacent properties, sensitive environmental resources, or

other resources which the Illinois Tollway has committed to protect from pollutant impacts. The nature and extent of the control measures should be appropriate to address the specific conditions involved and the measures must be properly maintained to ensure continued effective operation.

Projects which involve no roadway reconstruction, clearing and grubbing, excavation, stockpiling of soil and aggregates, borrow, or construction of embankment normally will not require erosion and sediment control measures. Projects that involve only isolated excavation normally will not require erosion and sediment control measures. The following are examples of actions which normally will not require erosion and sediment control measures:

- installation of lighting, signing, traffic signals or guardrail,
- weed spraying,
- pavement marking,
- seal coating,
- pavement patching,
- planting of woody landscaping materials, and
- ditch and pond cleanings if the soil is not redeposited on the site

- Roadway Geotechnical Report – Advanced Earthwork Construction Contract N09
- Phase II Environmental Site Assessment Report for Elgin O'Hare Western Access Improvements on O'Hare Airport Property
- Phase II Environmental Site Assessment – I-490 from Pratt Boulevard to Touhy Avenue (N07)**
- Geotechnical Data Report – Phase 1B
- Elgin-O'Hare Western Access (EOWA) – Phase II Environmental Sampling
- Phase II Environmental Site Assessment – I-490 from Devon Avenue to Pratt Boulevard (N06)**

**Will be furnished to the successful bidder

S.P. 120 AVAILABLE REPORTS

The following is a listing of reports that are available for review at the office of the Illinois Tollway:

- City of Chicago Department of Aviation's Airport Construction Safety
- Existing Site Photos
- Construction Safety Phasing Plan Contract I-17-4688 (N09 Work Package) Advanced Earthwork Grading Phase II

S.P. 121 ELECTRONIC DATA FILES AVAILABLE

Computer Aided Design & Drafting (CADD), and Triangulated Irregular Network (TIN) files developed for this project are available on the Illinois Tollway's online plan room. The Illinois Tollway does not guarantee the accuracy of the below listed files, and the Contractor is responsible to perform all work according to the Plans, Special Provisions and the Standard Specifications. Upon downloading any of listed the electronic files from the online plan room the Contractor agrees the data is not a portion of the contract documents and are for information only, thus the Illinois Tollway shall not be liable for the completeness or accuracy of that data, and any discrepancies between these files and the contract documents are not grounds for claims for compensation or delays.

The Contractor agrees to defend, hold harmless and indemnify the Illinois Tollway, its officers, directors, employees, agents, and consultants from any and all claims resulting from, or in any way related to the use or modification of electronic data and files provided hereunder, by the Contractor, or by any third party obtaining the listed files.

File Name	Description
4688_EX_Merged_01032018.TIN	Existing Ground – TIN (LandXML) File
4688_FinalLocation1_01032018.TIN	Finish Ground – TIN (LandXML) File
4688_FinalLocation3_01032018.TIN	Finish Ground – TIN (LandXML) File
4688_FinalHaulRd_01032018.TIN	Finish Ground – TIN (LandXML) File

STEEL AND IRON PRODUCTS
Effective: APRIL 5, 2013

Replace Article 107.01(d) of the Tollway Supplemental Specifications with the following:

All materials to be permanently incorporated in the work shall be new unless otherwise specifically prescribed in the contract documents.

All iron and steel products, which are to be incorporated into the work shall be domestically manufactured or produced and fabricated. The Contractor shall obtain from the iron or steel producer and/or fabricator, in addition to the mill analysis, a certification that all iron or steel materials meet these domestic source requirements.

The application of all coatings, epoxy, galvanizing, painting, etc., to metal products shall be domestically applied.

Metal materials other than iron and steel, which are not domestically produced, may be accepted provided:

- a) The Contractor notifies the Tollway in advance of his/her intention to use other than domestically manufactured or produced material.
- b) Written evidence is provided in English of compliance with all requirements of the Specifications.
- c) Physical tests conducted by the Tollway verify the acceptability of the material.

The Contractor is responsible for complying with these conditions so the material can be sampled and tested prior to the time it is required, and no material shall be incorporated in the work until approval is obtained from the Engineer.



Capital Program

MEETING AGENDA / SIGN-IN SHEET / MINUTES

Meeting date/time: 1/22/2018 11:00 AM

Meeting location: Tollway Engineering Conference Room 175

Meeting Purpose: Optional Pre-Bid Meeting

Chairperson: Laura Thompson

Project No.: I-17-4688

To: Distribution and all Attendees (See Sign-In Sheet)

Names	Initials	Title	Organization	Email Address
See Sign in Sheet				

PREPARED BY: Thomas Hough - EXP

ISSUE DATE: 1/24/18

Meeting called to order at 11:00 AM.

Item No.	Item Description	Responsibility	Due Date
1.0	<p>Introductions: The meeting attendees introduced themselves. Laura Thompson (LT) provided a brief introduction of the meeting. The meeting is an Optional Pre-Bid Meeting for Contract I-17-4688 - Western Access (I-490), Advance Earthwork Grading Phase II, Supreme Dr. to Old Higgins Rd., Mile Posts 3.6 to 5.5.</p> <p>The bid opening is scheduled for February 6, 2018 at 10:30 AM. Questions may be asked through 2:00 PM on Thursday January 25, 2018.</p> <p>LT noted that the minutes to the meeting would be issued to all attendees and plan holders via addendum. The addendum will include other items which will be discussed at the end of this meeting.</p>	N/A	N/A
2.0	<p>DBE and Veteran Small Business Goals: Information is available in Volume 1 of the Contract Requirements. This contract includes a specific DBE utilization goal of 20% (listed on page DBE-3) of the Core work of the Contract. This contract includes a Veteran Small Business participation goal of 2% (listed on page VOSB-1) of the Core work of the Contract.</p>	N/A	N/A



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Item No.	Item Description	Responsibility	Due Date
3.0	<p>Instructions to Bidders: LT called attention to the Instructions to Bidders included in Volume I of the Contract Requirements, pages I-1 through I-11. Each item of the Instructions to Bidders pages is important and must be read. <u>Item 23 – State Board of Elections Registration Public Act 95-971 and Item 32 – Responsible Bidder Affidavit</u> were referenced specifically.</p> <p>The following statement was read: “All bids MUST include Disclosures and Certifications <u>otherwise the bid will be deemed non-responsive</u>. See Volume I of the Contract Requirements, page N-1 for additional information”</p> <p>Project Schedule: LT noted the following key dates in the Contract:</p> <ul style="list-style-type: none">• S.P. 103.1: Contract Completion Date – December 14, 2018• S.P. 103.2: Substantial Completion Date – November 14, 2018• S.P. 103.3: Interim Completion Date – Work from Sta. 1268+00 to Sta. 1285+00 - July 17, 2018• S.P. 104.0: Notice to Proceed/Commencement of On-Site Work – No earlier than April 23, 2018.• S.P. 104.1: Interim Commencement Date Additional Stockpile 67 Work Zone – No earlier than July 1, 2018.• S.P. 103.4: Interim Completion date of August 15, 2018 shall be added in the next addendum. This will require completion of all work between Sta. 1182+00 and Sta. 1188+00. <p>It is the contractor’s responsibility to provide the man power and equipment needed to meet the requirements of the contract documents.</p>	N/A	N/A
4.0	<p>S.P. 106 Coordination with Others: IDOT District 1, Village of Bensenville, Chicago Department of Aviation, Federal Aviation Administration, Union Pacific Railroad, Illinois Department of Natural Resources</p>	N/A	N/A



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Project No.: I-17-4688

Item No.	Item Description	Responsibility	Due Date
5.0	<p>S.P. 106.5 Coordination with Other Contractors: LT noted that the following projects are in the vicinity of this Contract may be under construction during the term of this Contract:</p> <ul style="list-style-type: none">Contract I-16-4669: Elgin O'Hare Western Access Construction – Ramp BridgesContract I-17-4673: Elgin O'Hare Western Access Construction – Mainline and RampsContract I-17-4683: IL 390 from IL 83 to York RoadCDA Contract OH6143.710.50.371: Chicago Department of Aviation Taxiway Z/J and Tank Farm RoadRelocation of Oil Pipelines (BP Pipelines (North America) Inc/Amoco, Shell Pipeline Company LP, and West Shore Pipeline Company)	N/A	N/A
6.0	<p>Scope of Work: LT referred the meeting attendees to the A-1 page of the Contract Requirements for the contract for a description of the scope of work. Scope of work for the project includes: earthwork, drainage improvements, tree removal, haul road construction, installation of precast concrete box culverts, installation of CCTV cameras, protection of aviation operational equipment, maintenance of traffic and other miscellaneous work.</p> <p>LT additionally brought to the attention to the bidders that Sheet GEN-3 includes information on work site access. The Contractor is not permitted to cross the FAA Ductbanks at Runways 9L and 10L Extended Centerlines with vehicles or equipment until construction of the PCC Pavement is complete and has attained strength. Access into Locations 2 and 3 will be via existing locked CDA gates. The Contractor will be permitted to daisy-chain their locks to the CDA locks during construction. This is a change from the Contract documents which will be updated as part of Addendum 1.</p>	N/A	N/A



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Chairperson: Laura Thompson

Project No.: I-17-4688

Item No.	Item Description	Responsibility	Due Date
7.0	Maintenance of Traffic: LT provided a general overview of the contract's maintenance of traffic. Signage will be required at construction entrances where construction vehicles are entering/exiting the work zone as indicated on the Contract Plans. Lane Closures will be required at locations where stabilized construction entrances are installed and removed.	N/A	N/A
8.0	IDOT/ Tollway Specifications: LT noted that the contract has been designed and will be constructed in accordance with the following documents: <ul style="list-style-type: none">• Tollway Supplemental Specifications to the IDOT Standard Specifications, Issued May 1, 2017• IDOT Standard Specifications for Road and Bridge Construction, Adopted April 1, 2016• IDOT Supplemental Specifications and Recurring Special Provisions, Adopted January 1, 2018• Specific requirements pertaining to construction work in the vicinity of O'Hare International Airport, including the contractor's requirement to complete and submit a Safety Plan Compliance Document for review and approval. Specific requirements are included in the Special Provisions of the contract documents.	N/A	N/A
9.0	S.P. 118 Right-of-Way: LT indicated that five (5) Advanced Temporary Construction Easements are required from the Chicago Department of Aviation. The Contractor will not be allowed to access CDA ROW prior to receiving the executed Right-of-Entry Agreement. The agreement shall be anticipated to be secured and executed by CDA no earlier than May 23, 2018.	N/A	N/A
10.0	S.P. 119 Available Geotechnical and Environmental Information: LT indicated that three (3) Structure Geotechnical Reports, two (2) Roadway Geotechnical Reports and three (3) Phase II Environment Site	N/A	N/A



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Item No.	Item Description	Responsibility	Due Date
	Assessment Reports are available on the Tollway Online Plan Room. Two (2) additional Phase II Environment Site Assessment Reports are being finalized and will be provided to the successful bidder.		
11.0	S.P. 120 Available Reports: LT indicated that the Chicago Department of Aviation's OMP Construction Safety Manual and Existing Site Photos are available on the Tollway Online Plan Room.	N/A	N/A
12.0	S.P. 121 Electronic Data Files Available: LT indicated that the project's electronic data files are available to bidders on the Tollway Online Plan Room.	N/A	N/A
13.0	Utility Relocations: LT indicated that utility relocations required for this contract include ComEd overhead lines from Sta. 1210+00 to Sta. 1215+00. The Contractor shall disconnect secondary service lines to LLWAS #17, CDA CCTV Cameras, and Moveable Gates/Lights at Security Gates 15-A, 15-B and 15-C before ComEd can remove the overhead lines and poles. This coordination requires a 37 notification to the engineer prior to the removal of the existing services. The contractor shall assume that the primary services and poles are removed no earlier than July 23, 2018.	N/A	N/A
14.0	Addendum: An Addendum will be issued and is anticipated to include the following items: <ul style="list-style-type: none">• Minutes of this meeting• Questions and Answers to Questions Received• Addition of SP 103.4 Interim Completion Date for Station 1182+00 to 1188+00: August 15, 2018• Additions/Modifications to S.P. 119: Available Geotechnical Information• Additional Note for Work Access on Sheet GEN-1: "Contractor will be required to obtain airport badging if airside work exceeds 5 days."• Modification of CDA gate access requirements on	N/A	N/A



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Chairperson: Laura Thompson

Project No.: I-17-4688

Item No.	Item Description	Responsibility	Due Date
	Sheet GEN-1 <ul style="list-style-type: none">• Additional Notes for Work Adjacent to UPRR on Sheets REM-2 and REM-3• Modification of Earthwork within Location 3• Addition of Special Provision for Steel and Iron Products (Illinois Tollway)		
15.0	Written Questions Received to Date: Question #1: Regarding contract I-17-4688, kindly advise which IDOT categories are required to bid the project. Answer #1: Bidders must be pre-qualified by the Illinois Department of Transportation and the successful bidder must present the IDOT Certificate of Eligibility. Question #2: 63200310: Guardrail Removal: Will Utility locates be required before removing the guardrail? S.P. 114 Delivery of Salvageable Material is silent on the removal of guardrail. Please confirm that the existing guardrail will be disposed after removal. Answer #2: Yes, see S.P. 107.31 of the Illinois Tollway Supplement Specifications for Contractor Responsibility for Utility Property and Services. Existing guardrail to be removed will not be salvaged. Question #3: Z0022800 Fence Removal: Will temporary fence be required after the fence is removed? If yes, will a pay item for Temporary Fence be utilized? Answer #3: No. Question #4: Removal Items: Will there need to be a Utility locates before removing any Items on the contract? Answer #4: Yes, see S.P. 107.31 of the Illinois Tollway Supplement Specifications for Contractor Responsibility for Utility Property and Services.	N/A	N/A



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Question #5: JI213004 Exploratory Trench (Hand Excav) and JI213006 Exploratory Trench (Vacuum Excav): Will these two pay items be utilized in the event that a conflict becomes known during a normal utility locate for the Temporary Construction Fence and/or Relocate Temporary Construction Fence, or will this work be paid on a force account basis?

Answer #5: These pay items will be used to verify the horizontal and vertical locations of existing utilities within the Contract Limits as shown on the plans and/or as directed by the Engineer.

Question #6: X6640530 Chain Link Fence 5' ATS: Will the shop that will fabricate the Special Chain Link Fence Posts need to be AISC certified to assure that the product /welding comply with ISTHA / IDOT / AWS specifications?

Answer #6: Yes, see S.P. 106.08(d) of the Illinois Tollway Supplement Specifications for Certification of Metal Fabricator.

16.0	Questions asked during the meeting:	N/A	N/A
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Question #1: How did the Tollway come up with the 20% DBE requirement for this contract?

Answer #1: The DBE and Veteran goals for this contract were set based upon review of the scope of the work involved, estimated availability of DBE and Veteran firms for those scopes of work, the location of the work and history with similar projects, and other factors.

The special provisions provide for award of contracts to bidders who either meet the established DBE and Veteran goals or demonstrate good faith efforts to do so. If a



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potential bidder cannot obtain sufficient DBE and/or Veteran participation to meet the contract goals, the bidder must document its efforts via the DBE and/or VOSB Form 2023 Demonstration of Good Faith Efforts. For further assistance, please refer to the DBE and/or Veteran Special Provisions regarding the good faith efforts/waiver process.

Contract 4688 is part of the DBE Pilot Program which streamlines and simplifies the DBE and VOSB Utilization Plan requirements due at the time of submittal. Complete and detailed DBE/VOSB utilization plans are still required as per Tollway and Illinois policy. The DBE/Veteran 2026 is due at time of bid, which includes DBE/Veteran subcontractor name, brief scope of work and dollar commitment as well as the DBE/Veteran 2023 Good Faith Efforts due at time of bid, if applicable. This pilot is anticipated to reduce the quantity of documents due at time of bid and allows for five calendar days for additional required documentation from the apparent low bidder, including DBE/Veteran Forms 2025 for each diverse firm proposed for credit.

Question #2: Is the majority of the work airside of landside? Will the AOA fence be relocated before this contract starts?

Answer #2: Landside. Yes, the AOA fence is anticipated to be relocated by others before this contract starts.

Question #3: Is the site accessible to bidders?

Answer #3: No. Existing Site photos have been uploaded to the Online Plan Room as indicated in S.P. 120 Available Reports.

17.0

All attendees were reminded that the question period will close on January 25, 2018 at 2:00 pm. All questions shall be sent to lthompson@getipass.com.

N/A

N/A



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Item No.	Item Description	Responsibility	Due Date
	The Tollway noted that the Ebidding modual is available for this contract. Submitting an electronic bid is not required. Should a bidder wish to submit the bid electronically, a security key can be received once the firm is trained. Additional information can be provided to those interested by emailing Ebuilder@getipass.com.		

Next Meeting: Bid Opening 2/6/2018 at 10:30 AM.

Please notify the author of the minutes of any corrections and/or clarifications within five (5) business days.

Cc: Attendees and Distribution List



Capital Program

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AGENDA TOPICS

- 1.0 Introductions
- 2.0 DBE and Veteran Small Business Goals
- 3.0 Instructions to Bidders
- 4.0 S.P. 106 Coordination with Others
- 5.0 S.P. 106.5 Coordination with Other Contractors
- 6.0 Scope of Work
- 7.0 Maintenance of Traffic
- 8.0 IDOT/Tollway Specifications
- 9.0 S.P. 118 Right-of-Way
- 10.0 S.P. 119 Available Geotechnical and Environmental Information
- 11.0 S.P. 120 Available Reports
- 12.0 S.P. 121 Electronic Data Files Available
- 13.0 Utility Relocations
- 14.0 Addendum
- 15.0 Written Questions Received to Date
- 16.0 Questions



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Meeting Purpose: Optional Pre-Bid Meeting

Chairperson: Laura Thompson

Project No.: I-17-4688

ATTENDEES SIGN-IN:

	NAME	TITLE	ORGANIZATION	EMAIL	PHONE NUMBER
1.	Manar Nashif		Illinois Tollway	mnashif@getipass.com	
2.	Laura Thompson	AT PM	Illinois Tollway	lthompson@getipass.com	86210
3.	John Stevens		Illinois Tollway	jstevens@getipass.com	
4.	Jim Mayer		Illinois Tollway	jmayer@getipass.com	
5.	Daniel Gancarz		Illinois Tollway	dgancarz@getipass.com	
6.	Jason Moller		CH2M	jason.moller@CH2M.com	
7.	Ben Ostermann		CH2M	benjamin.ostermann@CH2M.com	
8.	Tracy Victorine		CH2M	tracy.victorine@CH2M.com	
9.	Thomas Hough	THH DSE-PM	EXP	thomas.hough@exp.com	
10.	Brian Hecht	BH DSE	EXP	brian.hecht@exp.com	
11.	Rob Koss	RML DSB	Stanley	kossrob@stanleygroup.com	
12.	Steven Fessenbecker		AECOM	steven.fessenbecker@aecom.com	
13.	Brett Russell		AECOM	brett.russell@aecom.com	
14.	Joe Avitia		Berger Excavating	kberger@bergerexcavating.com	847-5265457
15.	Joe Badzioch		K-5 Const.	joe_b@k-five.net	312-446 0335
16.	Michael Anzalone		K-5 Const.	michaola@k-five.net	630-297-6966
17.	Craig Mankel	Estimator	MARTAM	CRAIG@MARTAM.com	847-774-2567
18.	Aaron Kenneberg	Estimator	Jacul/cu	akenneberg@jacul/cu.com	630-387-6002
19.	David Munson	Estimator	William Charles	estimating@williamcharlesconstruction.com	815-654-4700
20.	John Dehman		COPENHAVER CONSTRUCTION	COPENHAVER.KB@GMAIL.NET	847/269-9730
21.	Patrick Gannon	Estimator	Plotk Const.	pgannon@plotk.com	847-629-6071
22.	David Gonzalez	Project Engineer	Rotas Grove	davidgonzalez@rotasgroup.com	708 486 891
23.	Don Anderson	PM	LAKE COUNTY GRADING	d-anderson@lccg.com	847 362 2590



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Chairperson: Laura Thompson

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	NAME	TITLE	ORGANIZATION	EMAIL	PHONE NUMBER
24.	Jim DeAngelis	PM	Lincoln Bros	jdeangelis@lincolnbros.com	
25.	Deanna Dinkel	Diversity	Tollway	ddinkel@getipass.com	ext 3294
26.	Kristen Hamilton	Diversity	Tollway	khamilton@getipass.com	ext 3295
27.	Don Gancarz	Materials	ARA	dgancarz@getipass.com	217-621-8300
28.					
29.					
30.					
31.					
32.					
33.					
34.					
35.					
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THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and information for

CONTRACT NO: I-17-4688

Sealed Proposals for the above numbered Contract as described below will be received by the Illinois Tollway at its offices, at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30:00 a.m., local time, February 6, 2018, at which time the Bids will be opened and the bids read aloud.

The Illinois Tollway has begun accepting electronic bids. Vendors are encouraged to participate in the electronic bidding program on the Illinois Tollway's web-based program management system. An electronic bidding authorization code is required before an electronic bid can be submitted. The electronic bidding authorization form is included within this contract book as page **EB-1**. **The links to the electronic bid package and e-Bidding training videos are located at: www.illinoistollwaybidding.com**, in the details section under the above contract number. **It is strongly recommended that all potential bidders attend an electronic bidding class or review the electronic bidding training available on the Tollway's website prior to submitting an electronic bid.**

An **optional pre-bid meeting** is scheduled for January 22, 2018 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in the Engineering Conference Room 175 at 11:00 AM.

The work to be done under this Contract shall be started on or about April 23, 2018. All work under this Contract shall be completed by December 14, 2018.

The work under this Contract shall consist of: earthwork, drainage improvements, tree removal, haul road construction, installation of precast concrete box culverts, installation of CCTV cameras, protection of aviation operational equipment, maintenance of traffic and other miscellaneous work.

The work under this Contract is to be performed on: Western Access Tollway (I-490) between south of Supreme Drive and Old Higgins Road, at Mile Post 3.6 to Mile Post 5.5 in DuPage and Cook Counties, Illinois.

Bidders must be pre-qualified by the Illinois Department of Transportation (IDOT).

Bidders are also required to be registered, or submit evidence of application, with the Illinois Department of Human Rights (IDHR).

Joint Ventures shall be limited to 3 individually IDOT-pre-qualified members.

Please note that written or oral communications received by the Illinois Tollway in connection with this solicitation may be required to be reported to the Procurement Policy Board as required by law. This provision is not intended to prohibit communications with State employees regarding a procurement matter, but rather only requires reporting of those communications when they occur.

All bids must be on forms prescribed by the Illinois Tollway and must comply with the terms and conditions set forth in the Contract Documents. Copies of the plans, special provisions, proposal forms and other Contract Documents for this Contract are available from BHF Digital Imaging, and can be viewed and/or ordered for purchase by visiting the On-line Plan Room via www.illinoistollwaybidding.com. Copies of the 2017 Illinois Tollway Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction (2016) can be purchased directly from BHF Digital Imaging. The 2017 Illinois Tollway Supplemental Specifications may also be viewed in the 'Doing Business' section on the Tollway website. Illinois Department of Transportation Standard Specifications for Road and Bridge Construction 2016, Supplemental Specifications and Recurring Special Provisions can be viewed and purchased from the Illinois Department of Transportation website. Electronic copies of the contract documents are also available on compact disk (CD) from BHF Digital Imaging. Copies are in a portable document format (PDF). **Bidders with questions or in need of assistance in purchasing Contract Documents are to contact a BHF Digital Imaging, Customer Service Representative at 630-393-0777, ask for the Plan Room.**

Questions pertaining to the intent of the Contract Documents may be sent to the Illinois Tollway, attention Laura Thompson at lthompson@getipass.com, to be received no later than 2:00 p.m. local time on January 25, 2018.

A completed Questionnaire and a statement of Current Contractual Obligations on forms supplied by the Illinois Tollway will be required from the apparent low bidder once the apparent low bidder is determined. Each Bid must be accompanied by a Bid Guaranty in the amount of five (5%) per cent of the total amount shown in the Bid for the Contract. The Bid Guaranty shall be in the form of an acceptable bid bond or a bank draft, certified check or cashier's check drawn on a solvent bank made payable to the Illinois State Toll Highway Authority.

Award of the above Contract, if any award be made, will be to the lowest responsive and responsible bidder or bidders. The Illinois Tollway reserves the right to reject any and all Bids, to waive technicalities, or cancel the solicitation.

COPIES OF PLANS, SPECIAL PROVISIONS, BID FORMS, CONTRACT DOCUMENTS, STANDARD SPECIFICATIONS AND SUPPLEMENTAL SPECIFICATIONS ARE NOT AVAILABLE AT THE TOLLWAY CENTRAL ADMINISTRATION BUILDING.

DATE: January 8, 2018

999NEG33	NON-COMPLIANCE WITH EROSION AND SEDIMENT CONTROL PER TOLLWAY SUPPL. SPEC 280.02 (b) (1)	INC/DAY	0	(\$1,000.00)	\$0.00
999NEG34	CONSTRUCTION HAULING EQUIPMENT PER TOLLWAY SUPPL. SPEC. 105.15	DAY	0	(\$1,000.00)	\$0.00
999NEG35	FAILURE TO RESPOND TO REGULATORY AGENCY REQUESTS, PER TOLLWAY SUPPL. SPEC. 280.02 (b) (2)	OCCUR	0	(\$25,000.00)	\$0.00
999NEG36	PROVIDE COMPLETE FACILITIES. FIELD OFFICE OR LAB PER TOLLWAY SUPPL. SPEC. 670.01 (b)	DAY	0	(\$500.00)	\$0.00
999NEG37	NON-COMPLIANCE WITH TOLLWAY MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b)(1)	INC/DAY	0	(\$2,500.00)	\$0.00
999NEG38	FAILURE TO RESPOND TO RE-ESTABLISH DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b)(2)	OCCUR	0	(\$2,500.00)	\$0.00
999NEG40	LOSS OR DAMAGE TO TOLLWAY OWNED DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b)(4)	SQ. FT.	0	(\$100.00)	\$0.00
999NEG41	NON-COMPLIANCE WITH IDOT MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b)(5)	INC/DAY	0	(\$2,500.00)	\$0.00
999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY	0	(\$1,500.00)	\$0.00
999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY	0	(\$3,500.00)	\$0.00
999NEG46	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.3	CAL DAY	0	(\$3,500.00)	\$0.00
999NEG47	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.4	CAL DAY	0	(\$3,500.00)	\$0.00
999NEG53	NON-COMPLIANCE WITH CONTRACTOR QUALITY PROGRAM SPECIAL PROVISION	OCCUR	0	(\$1,000.00)	\$0.00

Base Bid \$ 13,907,770.96 ✓

ECP \$

Award Criteria \$ 13,907,770.96

OK AMD
2/6/18

Documents Required with the Bid

Offeror should use this checklist to ensure that all required documents are completed and included with its bid.

Required Documents	Reference Volume I	Comments and Important Information		Included with Bid ✓
Forms A (22 pages) or Forms B (3 or more pages)	Section N	Forms A or Forms B must be submitted with the bid or the bid will be considered non-responsive.	If a Joint Venture, must be submitted for each Joint Venture Partner	
Disadvantaged Business Enterprise DBE 2026-PILOT – Utilization Plan	Section I #27 DBE Special Provision	Required for all solicitations with DBE goals. See DBE Special Provision for additional information		
Veteran Small Business Participation and Utilization VOSB 2026-PILOT – Utilization Plan	Section I #28 VOSB Special Provision	Required for all solicitations with Veteran goals. See Veterans Special Provision for additional information		
Optional Earned Credit Program (ECP) Certificates	Section I #30 ECP	If ECP is utilized, ECP Certificates are required in bid submittal See Earned Credit Special Provision for additional information		
Bid - "P" pages along with Addendum noted on P-1	Section I-#4 P-Pages	Fill in all available pay item prices with values of \$0.01 or greater.		
Bid Bond, Signature and Corporate Seal	Page 2 and 3 of the "P" Pages	If a Joint Venture, Bid Bond must be in the name of the Joint Venture. Signature and Corporate Seal page (last) must be submitted for each Joint Venture Partner.		
Preferences, Contacts and Affidavit	Section R	If a Joint Venture, must be submitted for each Joint Venture Partner.		
Illinois Department of Human Rights	Section I #9 & #25	If a Joint Venture, must be submitted for each Joint Venture Partner		
Non-Collusion Affidavit	Page R-4	If a Joint Venture, must be submitted for each Joint Venture Partner		

**Documents Required from Apparent Low Bidder
Upon Request from the Tollway to Complete Bid Package**

Once the apparent low bidder is determined, the Tollway will request these documents

Disadvantaged Business Enterprise <ul style="list-style-type: none"> • DBE 2025(s) - PILOT • DBE 2023 if needed 	Section I #27 & DBE Special Provision	Required for all solicitations with DBE goals. See DBE Special Provision for additional information
Veteran Small Business Participation and Utilization <ul style="list-style-type: none"> • VOSB 2025(s) - PILOT • VOSB 2023 if needed 	Section I #28 & VOSB Special Provision	Required for all solicitations with Veteran goals. See Veterans Special Provision for additional information
Authority to Transact Business in Illinois - Secretary of State Certificate of Good Standing	Section I #10	If a Joint Venture, must be submitted for each Joint Venture Partner.
IDOT Certificate of Eligibility	A-1 & Section I #9	If a Joint Venture, required from each Joint Venture Partner.
Plant and Equipment Questionnaire and Current Contractual Obligations	Section I #9 & Section S	If a Joint Venture, submit for each Joint Venture partner.
Tollway Standard Terms & Conditions	Section TC	If a Joint Venture, must be submitted for each Joint Venture Partner
Responsible Bidder Affidavit PA-1 signed and Notary Seal	Section I #37	If a Joint Venture, must be submitted for each Joint Venture Partner

Documents Required from Lowest Responsive/Responsible Bidder Upon Request from the Tollway

(Notice of Intent e-mail will be sent requesting these items)

Agreement	Section T	If a Joint Venture, must be signed by both Joint Venture Partners
Performance Bond	Section U	If a Joint Venture, must be executed by both Joint Venture Partners
Payment Bond	Section V	If a Joint Venture, must be executed by both Joint Venture Partners
Insurance	Section I #17	If a Joint Venture insurance must be in the name of both Joint Venture Partners
Evidence of authority of company representatives to execute the Contract, such as Board of Directors' Minutes, or a resolution authorizing officers of the firm to execute the Contract Documents		
Certificates showing authorization to do business in Illinois if your firm is not an Illinois corporation.		
Any supplemental financial or experience information if requested by the Illinois Tollway.		
A completed Signature Authority Form designating any and all individuals to execute on behalf of the company any and all contract modifications or documentation		
If a Joint Venture, a copy of the executed Joint Venture Agreement between all partners that identifies the Managing Partner. Unless specifically directed otherwise in writing by the joint venture, the Managing Partner's FEIN will be used for payment and tax purposes		
A completed W-9 form if this is the first time the company is conducting business with the Tollway as a Prime Contractor. Please refer to the following link for the most current IRS W-9 form: http://www.irs.gov/pub/irs-pdf/fw9.pdf		
A copy of your IRS Assignment/Acceptance Letter if this is the first time the company is conducting business with the Tollway as a Prime Contractor, or if it has been a long time since you have done work with the Tollway and have never provided the document.		
As applicable to the Contract, Proof of Certification from each firm listed on DBE Form(s) 2025 and or VOSB Form(s) 2025. Please refer to the Special Provision for Disadvantaged Business Enterprise Participation and the Veteran Small Business Participation and Utilization Plan for a list of Certifying Agencies accepted by the Tollway. Proof of Certification includes Original letter of Certification, Certification Certificate, or the company listing in the Certifying Agency's database.		

**e-Bidding Security Key Request Form****New Security Key Request**

A security key is required to submit an electronic bid on Illinois Tollway construction solicitations. This key is unique to each company/bidder and must be obtained prior to submitting a bid. The individual submitting the bid must input the key immediately prior to online bid submission.

Each firm is responsible for controlling the distribution of this key within the firm and ensuring only authorized staff can submit a bid on behalf of the company. The Tollway will verify that the correct key was used for bid submission upon opening the electronic bids. Use of an incorrect security key may cause the bid to be deemed as non-responsive.

To request a security key, complete the fields below and return to the Tollway's e-Builder Administrators at ebuilder@gctipass.com. You will receive a key in approximately 2 business days. Please be sure to allow enough time to request and receive your key when preparing a bid submission.

Please note the form below asks for the names of the individuals authorized to seek a new key code if for any reason a new key is required. Those individuals must sign this form as well as the replacement key form at the time of request.

Date requested: _____

Requested by
(Print name): _____

(Print title): _____

(Signature): _____

Company: _____

Telephone: _____

Email: _____

Individuals authorized to request replacement key:

Name: _____ **Signature:** _____

Disclaimer: All requests are subject to review by the e-Builder Administrator.



e-Bidding Security Key Request Form

Replacement Security Key Request

A security key is required to submit an electronic bid on all Illinois Tollway construction solicitations.

Each firm is responsible for controlling the distribution of this key within its firm and ensuring only authorized staff can submit a bid on behalf of the company. The Tollway will verify the correct key was used for bid submission upon opening of the electronic bids. Use of an incorrect registration key may cause the bid to be deemed as non-responsive.

To request a replacement security key, complete the fields below and return to the Tollway's e-Builder Administrators at ebuilder@getipass.com. You will receive a key in approximately 2 business days. Please be sure to allow enough time to request and receive your key when preparing a bid submission.

Date
requested: _____

Requested by
(Print name): _____

(Print title): _____

(Signature): _____

Company: _____

Telephone: _____

Email: _____

Reason for
Replacement: _____

Disclaimer: All requests are subject to review by the e-Builder Administrator.

INSTRUCTIONS AND INFORMATION TO BIDDERS

1. ADVERTISEMENT FOR BIDS

Bids will be received by the Illinois State Toll Highway Authority for constructing a portion of the Illinois Toll Highway System, as described in the Advertisement for Sealed Bids.

2. EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITE

Before submitting a Sealed Bid, the bidder shall carefully examine the provisions of the contract bid documents. The bidder shall also inspect in detail the site of the proposed work, investigate and become familiar with all conditions affecting the contract, and the detailed requirements of construction. Bidders will be held responsible for having done so.

3. CONTRACT DOCUMENTS (TO BE COMPLETED IN INK)

The Contract Documents for this Contract shall be as defined in Section 101 of the Tollway Supplemental Specifications.

4. SCHEDULE OF PRICES

All blank spaces for Bid prices must be filled in, in ink, with the unit price, or lump sum price, and the total price for each and every item (which prices must be more than \$0.00). Bids which do not contain a price for every item listed in the Schedule of Prices for the Contract being bid, will not be considered, unless alternate bids are requested.

5. INQUIRIES RELATIVE TO INTERPRETATION OF PLANS & SPECIFICATIONS

Any inquiries by bidders relative to interpretation of any provisions of any of the Contract Documents will not be answered verbally, and to be given consideration must be submitted in writing to the Illinois Tollway no later than the date shown in the "Advertisement for Sealed Bids" (Page A-1). Answers, if any are given to such inquiries, will be in the form of Addenda and will be furnished to all bidders in conformance with the Tollway Supplemental Specifications.

6. PROPOSAL GUARANTY

The bidder is required to furnish a Bid Guaranty in accordance with the provisions of Article 102.09 of the Tollway Supplemental Specifications.

7. WAGE STIPULATIONS

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act") or is a service contract subject to the prevailing wage requirement of the Illinois Procurement Code, 30 ILCS 500/25-60 (the "Code"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Code requires vendors awarded certain service contracts to pay service workers no less than the general prevailing wage rate of hourly wages (hourly cash wages plus amount for fringe benefits in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website

<https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. The Illinois Department of Labor revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Illinois Department of Labor's website for revisions to prevailing wage rates. For information regarding current

prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act and Code, including but not limited to all wage requirements and notice and record keeping duties.

The contractor to whom the contract is awarded shall insert into each subcontract and into the project specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract. Each subcontractor shall insert into each lower tiered subcontract and into the project specifications for each lower tiered subcontract a stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract.

A list of prevailing wages for the counties in which work under this contract is to be performed is included within this contract as an attachment.

AMENDMENTS TO PREVAILING WAGE LAW

Effective January 1, 2012, the Prevailing Wage Act has been amended. Below is a summary of some of the important changes that may affect you:

- For each calendar month construction on a Tollway project occurs, a certified payroll must be filed **no later than the 10th** of the following month.
- Payroll records must be kept for 3 years from the date of last payment on a contract or subcontract.
- Any person who willfully files a false payroll is guilty of a Class A misdemeanor.
- Any person who willfully fails to create, keep, maintain, or **produce records as or when** required by the Act is guilty of a Class A misdemeanor.
- Any contractor or subcontractor convicted or found guilty of the above is subject to **automatic and immediate debarment** and prohibited from participating in any public works project for 4 years with no right to a hearing.

The full text of the Prevailing Wage Act can be found here:

<http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=2405&ChapterID=68>

8. NON-COLLUSION AFFIDAVIT

Once the apparent low bidder is determined, the apparent low bidder must complete the Non-Collusion Affidavit furnished with the Solicitation. In the event said Affidavit is found to be false in any respect, the Illinois Tollway may, at its option, void this Contract without liability on the part of the Illinois Tollway and in addition, the contractor and its surety or sureties shall be liable to the Illinois Tollway for any and all damages of every nature and description sustained, directly or indirectly, by the Illinois Tollway as a result of entering into Contracts based upon, among other things, the execution of such false affidavit.

9. **QUALIFICATIONS OF BIDDER**

The Illinois Tollway follows the procurement rules set by the Illinois Department of Transportation (IDOT) for the procurement of construction and professional services. The bidder must be prequalified by the Illinois Department of Transportation. The IDOT "Certificate of Eligibility" and ISTHA "Current Contractual Obligation" forms will be requested from the apparent low bidder once the apparent low bidder is determined.

IDOT Contractor's Financial Statements will be acceptable if not more than 18 months old.

Illinois Department of Human Rights Public Contracts Number: Bidder shall complete and return the IDHR Public Contract Number form in Forms A, Part 2, or in the Illinois Procurement Gateway.

Each bidder authorizes the Illinois Tollway to obtain and examine any and all financial data and experience information heretofore submitted by the bidder to any Federal, State or local unit of government without further notice.

The Illinois Tollway will analyze the division of work to verify the weakest joint venture member is capable of performing, and analyze the others to be able to complete the project if the weakest firm defaults.

The individual partners of any joint venture must be jointly and severally liable for the obligations of the joint venture under the contracts.

Only one person will be designated managing partner for the joint venture and will speak for all joint venture partners and act as project manager.

Once the apparent low bidder is determined, the apparent low bidder shall submit the forms "Plant and Equipment Questionnaire" and "Current Contractual Obligations", to supplement the information contained in the qualifications questionnaire required in the paragraph above.

Public Acts 96-0795, 96-0920 and 97-0895 provide that a "prohibited bidder" includes a person assisting the State of Illinois or State agency in determining whether there is a need for contract unless such information was part of a response to a publicly issued request for information (RFI). Additionally, one assisting the State by reviewing, drafting or preparing a request for proposal or request for information or provide similar assistance is deemed a prohibited bidder. See certifications section of the Contract for the required certifications prior to entering into a contract with the State of Illinois.

10. **AUTHORITY TO TRANSACT BUSINESS UNDER AN ASSUMED NAME**

If the apparent low bidder is doing business under an assumed name, it shall be required to furnish, once the apparent low bidder is determined, a certificate of registration and authorization showing that such individual or partnership is registered and authorized to conduct business in Illinois under such assumed name in accordance with Illinois Compiled Statutes, 805 ILCS 405/1, as amended from time to time.

11. **SECRETARY OF STATE CERTIFICATE OF GOOD STANDING**

A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting an offer. 30 ILCS 500/20-43. The Secretary of State Certification will be verified by the Tollway for the apparent low bidder.

12. **TAX EXEMPTIONS**

Any material which is to be incorporated in The Work and any equipment required therefore may be consigned to the Illinois State Toll Highway Authority in care of the Contractor. If the shipping papers show clearly that any such material or equipment is so consigned, the shipment may be exempt from the tax on the transportation of property under the provisions of Section 4292, Title 26, U.S.C.A. (1954). All transportation charges shall be paid by the Contractor.

The Illinois Tollway is currently exempted from the payment of Illinois Retailer's Occupational Tax, Use Tax, Service Tax, Municipal Taxes and Federal Excise Tax.

The tax exempt number and form will become a part of the contract with the successful bidder.

13. **HAUL ROADS**

Attention of the Contractor is directed to the probable use of public roads and streets (State, County and Municipal) for hauling loads in excess of present permitted allowance. It is the responsibility of the Contractor to make proper arrangements with officials having jurisdiction for any use of public roads and streets beyond that permitted by present regulations.

14. **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The bidder is required to acknowledge receipt of any Addenda issued to the bidder by inserting the Addendum number and the issuing date in the space provided in the Solicitation.

15. **AUTHORITY POWER AND FUNDS**

The Illinois Tollway has been created and derives its power and authority under and pursuant to "An Act in relation to the construction, operation, regulation and maintenance of a system of toll highways, and to create the Illinois State Toll Highway Authority, and to define its powers and duties, approved August 7, 1967," (Illinois Compiled Statutes, 605 ILCS 10/1 to 605 ILCS 10/35, as amended from time to time, hereinafter called the "Act").

No payment or other obligations under this Contract are or shall ever be construed to be obligations of the State of Illinois.

16. **PAYMENT OF TOLLS**

The Contractor shall be required to pay the full amount of tolls, if any, incurred by it during the duration of the contract. Said tolls will not be refunded by the Illinois Tollway. Furthermore, in the event that a final determination is made by the Tollway that the Contractor has failed to pay any required tolls and associated fines, the Tollway is authorized to take steps necessary to withhold the amounts of unpaid tolls and fines from any payment due the Contractor by the Tollway and/or other State of Illinois office, department, commission, board or agency.

17. **INSURANCE**

The Contractor shall not commence any work under the Contract until all the insurance as specified in Article 107.27 of the Tollway Supplemental Specifications or any special provisions has been provided and approved, and Notice to Proceed is issued to the Contractor.

18. **ILLINOIS HUMAN RIGHTS ACT**

The Contractor is advised that the Illinois State Toll Highway Authority has heretofore by resolution adopted all of the applicable requirements and provisions of the Illinois Fair Employment Practices Act, now the Illinois Human Rights Act (Illinois Compiled Statutes, 775 ILCS 5/1 -101, *et sequitur*, as amended from time to time) and all of the applicable rules and regulations promulgated thereunder, and that all such applicable requirements, provisions and rules and regulations are deemed to be a part of the Contract and to apply to the Contractor as if fully set out herein.

19. **MULTI-PROJECT LABOR AGREEMENT**

The Multi-Project Labor Agreement is not in effect for this contract.

20. **ELECTRONIC BID SUBMISSION**

The Tollway has begun accepting electronic bids. Vendors are encouraged to participate in the electronic bidding program on the Tollway's web-based project management system. An electronic bidding authorization code is required before an electronic bid can be submitted. The electronic bidding authorization form is included within this contract book as page **EB-1**. **The links to the electronic bid package and e-Bidding training videos are located at: www.illinoistollwaybidding.com**, in the details section under the above contract number.

Bidders may submit either electronic or paper bids but should not submit both. However, if the bidder submits both an electronic and a paper bid for the same solicitation, the electronic bid will take precedence.

If submitting an electronic bid, the bidder should submit only one electronic bid. If more than one electronic bid is submitted by a bidder, the most recently submitted electronic bid will take precedence.

Proposal Guaranty for Electronic Bidding:

Bidders may provide their bid surety with an electronic bid bond, mailed original bid bond, or a cashier's check. A check or mailed bid bond must be received by the Tollway before the date and time of bid opening.

A valid electronic bid bond verification number, mailed bid bond, or guaranty check number must be included with all bid submittals.

Mailed Bid Bonds or Proposal Guaranty Checks:

Cashier's checks and mailed bid bonds must be received by the Tollway prior to the bid opening date and time identified in the solicitation.

See contact information below:

For cashier's checks and mailed bid bonds, the bidder must deliver to the address below:
Illinois Tollway

Attention: Contract Services
2700 Authority Drive
Downers Grove, IL 60515

Note: Make sure to reference the Tollway contract number for which the proposal guaranty is submitted.

On the Electronic bidding page:

Check the box titled: Proposal Guaranty has been mailed.

Electronic Bid Bonds:

For electronic bid bonds, the bidder must receive an electronic bid bond from Surety2000 or SurePath (InSure Vision Technologies). Contractors that have annual bid bonds through Surety2000 may use them as they would any other electronic bid bond.

The contact information for the electronic clearing houses that can be used for Illinois Tollway electronic bids are shown below:

Surety2000

- Contact: Lisa Clemens, Vice President
- Website: www.surety2000.com
- E-mail: help@surety2000.com
- Phone: 800-660-3263
- SurePath (InSure Vision Technologies)
- Website: www.insurevision.com
- Email: support@insurevision.com
- Phone: 818-783-3460

On the electronic bidding page:

1.) Enter the electronic bid bond verification number in the location provided.

2.) Enter the name of the bonding agent (Surety 2000 or SurePath) in the location provided.

21. **COMPUTER GENERATED PAY ITEM PRICE PAGES FOR BIDS SUBMITTED IN HARD COPY FORMAT**

The schedule of prices for this contract is available for download in spreadsheet format on the Tollway's Online Plan Room hosted by BHFX DIGITAL IMAGING at: www.illinoistollwaybidding.com.

The schedule of prices is published in spreadsheet format only once when the contract is advertised, and is published as a tool to assist bidders with preparation of their bid. Any revisions to the schedule of prices, including addenda, are the responsibility of the bidder and must be included in the bid. It is the bidder's responsibility to provide an accurate bid, which includes verification that the spreadsheet version of the schedule of prices match the final contract book P-Pages. When submitting a hard copy bid, in the event of a discrepancy between the spreadsheet schedule of prices from the online plan room, and the contract book P-Pages, the contract book P-Pages and Addenda control and take precedence over the spreadsheet schedule of prices.

If you intend to submit a computer generated bid, it must be in a printed form similar to the contract P-Pages and must be legible. See Page I-1, Item 4 for additional pay item pricing requirements.

22. **PUBLISHED PROCUREMENT INFORMATION:**

The State publishes procurement information, including updates, on the Illinois Procurement Bulletin (www.purchase.state.il.us), Illinois Public Higher Education Procurement Bulletin (www.procure.stateuniv.state.il.us), Illinois Department of Transportation Procurement Bulletin (www.idot.illinois.gov/doing-business/procurements/index) or the Illinois Capital Development Board Bulletin (<http://www.illinois.gov/cdb/procurement/>) (collectively and individually referred to as "Bulletin"). Procurement information may not be available in any other form or location. Bidder is responsible for monitoring the Bulletin. The State will not be held responsible if Bidder fails to receive the optional e-mail notices.

23. **PROTEST REVIEW OFFICE**

Vendors may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules 44 ILL ADM 6.390 through 6.440. All protests shall be in writing and filed with the CPO within 7 calendar days after the protester knows or should have known of the facts giving rise to the protest. Protests filed after the 7 calendar day period will not be considered. In addition, protests that raise issues of fraud, corruption or illegal acts affecting specifications, special provisions, supplemental specifications and plans must be received by the CPO no later than 14 calendar days before the date set for opening of bids. The Protest Review Office information is as follows:

Protest Review Office	(217) 494-1856 (phone)
eec.legalstaff@illinois.gov	(217) 558-1399 (fax)
401 S. Spring Street	
Suite 515 Stratton Office Building	
Springfield, IL 62706	
Illinois Relay:	(800) 526-0844

24. **SUBSTANCE ABUSE PREVENTION PROGRAM (SAPP) PUBLIC ACT 95-0635**

This Public Act requires that all contractors/subcontractors have a SAPP in place, with certain requirements, **before** starting work. The requirements of this Public Act are material to the contract, and the contractor shall require the same of all approved subcontractors.

25. **STATE BOARD OF ELECTIONS REGISTRATION PUBLIC ACT 95-0971**

State Board of Elections Registration: Vendor or Bidder may be prohibited from making political contributions and be required to register with the State Board of Elections. For more information, see State Board of Elections in Forms A, Part 5.

26. **DEPARTMENT OF HUMAN RIGHTS (DHR) PUBLIC CONTRACT NUMBER**

Any bidder who bids on public contracts must register with the IDHR to be eligible to be awarded public contracts. Any bidder who registered previously but has a DHR number of 89999-00-0 or lower must re-register to maintain eligibility. Any IDHR number of 90000-00-0 or higher is valid for five years from the date of issue. The IDHR website link is below.

http://www2.illinois.gov/dhr/PublicContracts/Pages/IDHR_Number.aspx

27. **DISADVANTAGED BUSINESS PARTICIPATION**

See Special Provision for Disadvantaged Business Participation

28. **VOSB/SDVOSB PARTICIPATION**

See Special Provision for VOSB/SDVOSB Participation

29. **EQUAL EMPLOYMENT OPPORTUNITY**

See Special Provision for Equal Employment Opportunity.

30. **EARNED CREDIT PROGRAM**

The Earned Credit Program (ECP) offers contractors and subcontractors a chance to earn bid credits toward future Tollway construction bids when they hire workers from a pool of qualified, pre-screened candidates that includes minorities, women, eligible ex-offenders and exonerated individuals, veterans and other Workforce Innovation and Opportunity Act (WIOA) eligible individuals.

See Special Provision for Earned Credit Program

31. **REPORTING OF COMMUNICATIONS WITH VENDORS**

Please note that written or oral communications received by the Tollway that imparts or requests material information or makes a material argument regarding potential action concerning this procurement may require reporting to the Procurement Policy Board as required by the Procurement Code. When an oral communication is made by a person required to register under the Lobbyist Registration Act (25 ILCS 170) and received by a State employee, all individuals who initiate or participate in the communication shall submit a written report to that State employee memorializing the communication and for reporting to the Procurement Policy Board. This provision is not intended to prohibit communications with State employees regarding procurement matter, but rather only requires reporting of those communications when they occur.

32. **INITIAL CONTACT INFORMATION**

The Initial Contact Person named on Page A-1 shall be familiar with assembling or obtaining the duly executed documents constituting the contract between the Illinois Tollway and the contractor.

33. **WEB-BASED PROJECT MANAGEMENT**

The Tollway will manage this project using the Tollway's web-based project management system. The primary goal of using the web-based project management system is to create a complete project record and serve as a project archive.

Once the apparent low bidder is determined, all project correspondence occurring with the apparent low bidder will be addressed to the Initial Contact person via e-mail from Contract Services and via the web-based project management system. Initial correspondence is expected to consist of requests for information and responses related to DBE and subcontractor related items.

34. **SUBCONTRACTOR DISCLOSURE**

The Bidder must identify, to the extent the information is known, the names, addresses and type of work for all sub-contractors that will be utilized in the performance of this Contract together with the anticipated contract value each sub-contractor is expected to receive pursuant to this Contract. The State may request updated information at any time. For purposes of this section sub-contractors are those specifically hired to perform all or part of the work of this Contract or to provide the supplies requested by the State. In no event shall a subcontractor be allowed to start work prior to approval by the Tollway.

35. **PROCUREMENT COMPLIANCE MONITORS**

Under Public Acts 96-0795, 96-0920 and 97-0895, Agency Procurement Compliance Monitors may review contract documents and any files or records related to procurements, and will report to the Chief Procurement Officer on procurement issues that may require action, and to further report on corrective action not taken by state personnel. Additionally, the Procurement Compliance Monitors may monitor the procurement process for appropriate actions and transparency.

36. **PUBLICITY**

Contractor shall not, in any advertisement, including but not limited to Contractor's website or any other type of solicitation for business, state, indicate or otherwise imply that it has been endorsed by or is currently or has previously been under contract with the Illinois Tollway nor shall the Illinois Tollway's name be used in any such advertisement or solicitation without the prior written approval of the Illinois Tollway.

37. **RESPONSIBLE BIDDER AFFIDAVIT**

Public Act 97-0369 amended the Illinois Procurement Code to require a "responsible bidder" to submit a signed affidavit stating that the bidder shall maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by the contract. Therefore, in accordance with the Act the Illinois Tollway will request the "Responsible Bidder Affidavit" from the apparent low bidder, once the apparent low bidder has been determined

38. **REPORT OF A CHANGE IN CIRCUMSTANCES**

The Contractor agrees to report to the Tollway as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the Contractor's ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to changes in the Contractor's Certification/Disclosure Forms, the Contractor's IDOT pre-qualification status, or certification or licensing required for this project. Additionally, the Contractor agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other

matters involving the Contractor, or any of its principals, that might occur while this contract is in effect. The reporting requirement does not apply to common offenses, including but not limited to minor/traffic offenses.

Further, the Contractor agrees to incorporate substantially similar reporting requirements into the terms of any and all subcontractors relating to work performed under this agreement. The Contractor agrees to forward or relay to the Tollway any reports received from subcontractors pursuant to this paragraph within 21 days.

Finally, the Contractor acknowledges and agrees that the failure of the Contractor to comply with this reporting requirement shall constitute a material breach of contract which may result in this contract being declared void.

39. **RECORD RETENTION AND AUDIT**

The CONTRACTOR shall maintain in the State of Illinois, for a minimum of five years from the latter of the date of completion of the CONTRACT or the date of final payment under the CONTRACT, adequate books, records, and supporting documents from an accounting system maintained in accordance with generally accepted accounting principles to verify the amounts, recipients, uses and methods of all disbursements of funds passing in conjunction with the CONTRACT. The five year record maintenance period shall be extended for the duration of any audit in progress at the time of that period's expiration. The CONTRACTOR shall at its own expense make such records available in a timely manner for inspection and audit (including copies and extracts of records) as required by the Auditor General and other State Auditors, Chief Procurement Officer, the Illinois Department of Transportation, and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents at all reasonable times and without prior notice.

The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the CONTRACTOR and any subcontractors or suppliers of goods and services to the extent that those subcontracts or agreements relate to fulfillment of the CONTRACTOR's obligations to the TOLLWAY. Such subcontractor shall be required to comply with the terms and conditions of this Section and the TOLLWAY shall be entitled to enforce a breach of that contract.

Any audit adjustment will be submitted on a final invoice for any underpayment or overpayment to the CONTRACTOR or its subcontractors. The CONTRACTOR shall promptly reimburse the TOLLWAY for any overpayment, or the TOLLWAY at its option may deduct any overpayment from any funds due the CONTRACTOR, whether those funds are due under this contract or other contracts to which the CONTRACTOR is a party either directly with the TOLLWAY or as a subcontractor. In the event the CONTRACTOR fails or refuses to reimburse the TOLLWAY for an overpayment, the CONTRACTOR shall be responsible for all costs, including attorney fees, incurred by the TOLLWAY to collect such overpayment.

Failure to maintain or make available the books, records, and supporting documents required by this Section shall establish a presumption in favor of the TOLLWAY for recovery of any funds paid by the TOLLWAY under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

The CONTRACTOR shall reimburse the TOLLWAY for the total costs of an audit that identifies significant findings that would benefit the TOLLWAY, including but not limited to reasonable attorney's fees and other expenses. Significant findings for the purposes of this provision shall be identified as an amount in excess of \$50,000 in aggregate of the audit report or findings of material performance or compliance deficiencies.

If the CONTRACTOR fails to comply with these requirements, the CONTRACTOR may be disqualified or suspended from bidding on or working on future contracts.

40. **INSPECTOR GENERAL**

The Vendor/Contractor hereby acknowledges that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5) the Inspector General of the Illinois State Toll Highway Authority has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The Vendor/Contractor shall fully cooperate in any OIG investigation or review. Cooperation includes providing access to all information and documentation related to the goods/services described in this Agreement, and disclosing and making available all personnel involved or connected with these goods/services or having knowledge of these goods/services. All subcontracts must inform Subcontractors of this provision and their duty to comply

41. **ACCEPTANCE OF SCANNED SIGNATURES**

Unless otherwise specified, the parties agree that proposals, contracts, certifications and disclosures, and other contract related documents to be entered into in connection with the resulting contract will be considered signed when the signature of a party is delivered by scanned image (e.g. .pdf or .tiff file extension name) as an attachment to electronic mail (email). Such scanned signature will be treated in all respects as having the same effect as an original wet ink signature.

PART II: Bid Requirements

Proposal	Return with Bid
Proposal Listing All Addenda	Return with Bid
Bid Bond	Return with Bid
Forms A or Forms B Disclosures	Return with Bid
Disadvantaged Business Enterprise DBE 2026-Pilot (Additional details including form DBE 2025(s)-Pilot and DBE 2023 (if required) will be requested from the apparent low bidder.)	Return with Bid
Veteran Small Business Participation VOSB 2026-Pilot (Additional details including form VOSB 2025(s)-Pilot and VOSB 2023 (if required) will be requested from the apparent low bidder.)	Return with Bid
Earned Credit Program, if applicable	Return with Bid
Illinois Department of Human Rights Number	Return with Bid
Affidavit	Return with Bid
Responsible Bidder Affidavit	Will be Requested from the Apparent Low Bidder
Bidder Preferences	Will be Requested from the Apparent Low Bidder
Bidder List of Individual Contacts	Will be Requested from the Apparent Low Bidder
Plant and Equipment Questionnaire	Will be Requested from the Apparent Low Bidder
Illinois Tollway Standard Terms and Conditions	Will be Requested from the Apparent Low Bidder
I.D.O.T. Certificate of Eligibility	Will be Requested from the Apparent Low Bidder
Secretary of State Certificate of Good Standing	Will be verified by the Tollway
State Board of Elections	Will be verified by the Tollway

This schedule contains the prevailing wage rates required to be paid for work performed on or after Monday, June 5, 2017 on public works projects in this County. Pursuant to 820 ILCS 130/4, public bodies in this County that have active public works projects are responsible for notifying all contractors and subcontractors working on those public works projects of the change (if any) to rates that were previously in effect. The failure of a public body to provide such notice does not relieve contractors or subcontractors of their obligations under the Prevailing Wage Act, including the duty to pay the relevant prevailing wage in effect at the time work subject to the Act is performed.

COOK COUNTY
PREVAILING WAGE
RATES EFFECTIVE
JUNE 5, 2017

TradeTitle	Region	Type	Class	Base Wage	Foreman Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	All	All		40.40	40.95	1.5	1.5	2.0	14.23	11.57	0.00	0.50
ASBESTOS ABT-MEC	All	BLD		37.46	39.96	1.5	1.5	2.0	11.62	11.06	0.00	0.72
BOILERMAKER	All	BLD		47.07	51.30	2.0	2.0	2.0	6.97	18.13	0.00	0.40
BRICK MASON	All	BLD		44.88	48.84	1.5	1.5	2.0	10.25	15.30	0.00	0.85
CARPENTER	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
CEMENT MASON	All	All		44.25	46.25	2.0	1.5	2.0	13.65	15.51	0.00	0.65
CERAMIC TILE FNSHER	All	BLD		37.81		1.5	1.5	2.0	10.55	10.12	0.00	0.65
COMM. ELECT.	All	BLD		42.02	44.82	1.5	1.5	2.0	8.88	12.78	0.59	0.75
ELECTRIC PWR EQMT OP	All	All		48.90	53.90	1.5	1.5	2.0	11.41	16.39	0.00	3.10
ELECTRIC PWR GRNDMAN	All	All		38.14	53.90	1.5	1.5	2.0	8.90	12.78	0.00	2.75
ELECTRIC PWR LINEMAN	All	All		48.90	53.90	1.5	1.5	2.0	11.41	16.39	0.00	3.10
ELECTRICIAN ELEVATOR	All	All		46.10	49.10	1.5	1.5	2.0	14.33	15.52	0.70	1.00
CONSTRUCTOR	All	BLD		51.94	58.43	2.0	2.0	2.0	14.43	14.96	4.16	0.90
FENCE ERECTOR	All	All		38.34	40.34	1.5	1.5	2.0	13.15	13.10	0.00	0.40
GLAZIER	All	BLD		41.70	43.20	1.5	2.0	2.0	13.94	18.99	0.00	0.94
HT/FROST INSULATOR	All	BLD		49.95	52.45	1.5	1.5	2.0	11.62	12.26	0.00	0.72

IRON WORKER	All	All		46.20	48.20	2.0	2.0	2.0	13.65	21.52	0.00	0.35
LABORER	All	All		40.20	40.95	1.5	1.5	2.0	14.23	11.57	0.00	0.50
LATHER	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
MACHINIST	All	BLD		45.35	47.85	1.5	1.5	2.0	7.26	8.95	1.85	1.30
MARBLE FINISHERS	All	All		33.45	33.45	1.5	1.5	2.0	10.25	14.44	0.00	0.46
MARBLE MASON	All	BLD		44.13	48.54	1.5	1.5	2.0	10.25	14.97	0.00	0.59
MATERIAL TESTER I	All	All		30.20	30.20	1.5	1.5	2.0	14.23	11.57	0.00	0.50
MATERIALS TESTER II	All	All		35.20	35.20	1.5	1.5	2.0	14.23	11.57	0.00	0.50
MILLWRIGHT	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
OPERATING ENGINEER	All	BLD	1	49.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	2	47.80	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	3	45.25	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	4	43.50	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	5	52.85	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	6	50.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	7	52.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	FLT	1	54.75	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	FLT	2	53.25	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	FLT	3	47.40	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	FLT	4	39.40	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	FLT	5	56.25	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35

OPERATING ENGINEER	All	FLT	6	37.00	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	HWY	1	47.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	2	46.75	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	3	44.70	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	4	43.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	5	42.10	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	6	50.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	7	48.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
ORNAMNTL IRON WORKER	All	All		45.75	48.25	2.0	2.0	2.0	13.65	18.99	0.00	0.75
PAINTER	All	All		44.55	49.30	1.5	1.5	1.5	11.50	11.10	0.00	1.27
PAINTER SIGNS	All	BLD		33.92	38.09	1.5	1.5	1.5	2.60	2.71	0.00	0.00
PILEDRIVER	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
PIPEFITTER	All	BLD		47.50	50.50	1.5	1.5	2.0	9.55	17.85	0.00	2.07
PLASTERER	All	BLD		42.25	44.79	1.5	1.5	2.0	13.65	9.50	5.00	0.65
PLUMBER	All	BLD		48.25	50.25	1.5	1.5	2.0	14.09	12.65	0.00	1.18
ROOFER	All	BLD		41.70	44.70	1.5	1.5	2.0	8.28	11.59	0.00	0.53
SHEETMETAL WORKER	All	BLD		43.03	46.47	1.5	1.5	2.0	10.73	21.87	0.00	0.75
SIGN HANGER	All	BLD		31.31	33.81	1.5	1.5	2.0	4.85	3.28	0.00	0.00
SPRINKLER FITTER	All	BLD		47.20	49.20	1.5	1.5	2.0	12.25	11.55	0.00	0.55
STEEL ERECTOR	All	All		42.07	44.07	2.0	2.0	2.0	13.45	19.59	0.00	0.35
STONE MASON	All	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85
TERRAZZO FINISHER	All	BLD		39.54	39.54	1.5	1.5	2.0	10.55	11.79	0.00	0.67
TERRAZZO MASON	All	BLD		43.38	43.38	1.5	1.5	2.0	10.55	13.13	0.00	0.79

TILE MASON	All	BLD		43.84	47.84	1.5	1.5	2.0	10.55	11.40	0.00	0.99
TRAFFIC SAFETY WRKR	All	HWY		33.50	39.50	1.5	1.5	2.0	6.00	7.25	0.00	0.50
TRUCK DRIVER	E	All	1	35.60	36.25	1.5	1.5	2.0	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	All	2	35.85	36.25	1.5	1.5	2.0	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	All	3	36.05	36.25	1.5	1.5	2.0	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	All	4	36.25	36.25	1.5	1.5	2.0	8.56	11.50	0.00	0.15
TRUCK DRIVER	W	All	1	35.98	36.53	1.5	1.5	2.0	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	All	2	36.13	36.53	1.5	1.5	2.0	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	All	3	36.33	36.53	1.5	1.5	2.0	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	All	4	36.53	36.53	1.5	1.5	2.0	8.25	10.14	0.00	0.15
TUCKPOINTER	All	BLD		44.90	45.90	1.5	1.5	2.0	8.30	14.29	0.00	0.48

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. 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. If in doubt, please check with IDOL.

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

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 installation 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 exteriors 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 are 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.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); 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 Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; 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; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; 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;
Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists,
Automatic; Hoists, Inside 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 (remodeling
or renovation work); Hydraulic Power Units (Pile Driving, Extracting,
and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300
ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5);
Winches, 4 Small Electric Drill Winches.

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. 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, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication

Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig;
Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid
Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill
Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck
Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel);
Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor
Drawn Belt Loader (with attached pusher - two engineers); Tractor with
Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine;
Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole
Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5
ft. in diameter and over tunnel, etc; Underground Boring and/or Mining
Machines under 5 ft. in diameter; 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; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, 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.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; 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); Light Plants, All

(1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300

ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding

Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of
like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer;
Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing

endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge);
Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane
(over 50 ton capacity) or Backhoe (115,000 lbs. 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); Off Road Trucks; Deck Hand, Tug Engineer, Crane
Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000
pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

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.

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 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer,

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

This schedule contains the prevailing wage rates required to be paid for work performed on or after Monday, June 5, 2017 on public works projects in this County. Pursuant to 820 ILCS 130/4, public bodies in this County that have active public works projects are responsible for notifying all contractors and subcontractors working on those public works projects of the change (if any) to rates that were previously in effect. The failure of a public body to provide such notice does not relieve contractors or subcontractors of their obligations under the Prevailing Wage Act, including the duty to pay the relevant prevailing wage in effect at the time work subject to the Act is performed.

DUPAGE COUNTY
PREVAILING WAGE
RATES EFFECTIVE JUNE
5, 2017

TradeTitle	Region	Type	Class	Base Wage	Foreman Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	All	All		40.40	40.95	1.5	1.5	2.0	14.23	11.57	0.00	0.50
ASBESTOS ABT-MEC	All	BLD		37.46	39.96	1.5	1.5	2.0	11.62	11.06	0.00	0.72
BOILERMAKER	All	BLD		47.07	51.30	2.0	2.0	2.0	6.97	18.13	0.00	0.40
BRICK MASON	All	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85
CARPENTER	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
CEMENT MASON	All	All		44.25	46.25	2.0	1.5	2.0	13.65	15.51	0.00	0.65
CERAMIC TILE FNSHER	All	BLD		37.81	37.81	1.5	1.5	2.0	10.55	10.12	0.00	0.65
COMMUNICATION TECH	All	BLD		33.00	35.40	1.5	1.5	2.0	10.10	17.19	2.07	0.61
ELECTRIC PWR EQMT OP	All	All		37.89	51.48	1.5	1.5	2.0	5.00	11.75	0.00	0.38
ELECTRIC PWR EQMT OP	All	HWY		40.59	55.15	1.5	1.5	2.0	5.25	12.59	0.00	0.71
ELECTRIC PWR GRNDMAN	All	All		29.30	51.48	1.5	1.5	2.0	5.00	9.09	0.00	0.29
ELECTRIC PWR GRNDMAN	All	HWY		32.50	55.15	1.5	1.5	2.0	5.25	10.09	0.00	0.58
ELECTRIC PWR LINEMAN	All	All		45.36	51.48	1.5	1.5	2.0	5.00	14.06	0.00	0.45
ELECTRIC PWR LINEMAN	All	HWY		48.59	55.15	1.5	1.5	2.0	5.25	15.07	0.00	0.85

ELECTRIC PWR TRK												
DRV	All	All		30.34	51.48	1.5	1.5	2.0	5.00	9.40	0.00	0.30
ELECTRIC PWR TRK												
DRV	All	HWY		31.40	53.29	1.5	1.5	2.0	5.00	9.73	0.00	0.31
ELECTRICIAN	All	BLD		38.74	42.74	1.5	1.5	2.0	12.10	20.81	4.43	0.68
ELEVATOR												
CONSTRUCTOR	All	BLD		51.94	58.43	2.0	2.0	2.0	14.43	14.96	4.16	0.90
FENCE ERECTOR	NE	All		38.34	40.34	1.5	1.5	2.0	13.15	13.10	0.00	0.40
FENCE ERECTOR	W	ALL		45.06	48.66	2.0	2.0	2.0	10.52	20.76	0.00	0.70
GLAZIER	All	BLD		41.70	43.20	1.5	2.0	2.0	13.94	18.99	0.00	0.94
HT/FROST INSULATOR	All	BLD		48.45	50.95	1.5	1.5	2.0	11.47	12.16	0.00	0.72
IRON WORKER	E	All		46.20	48.20	2.0	2.0	2.0	13.65	21.52	0.00	0.35
IRON WORKER	W	All		45.56	49.20	2.0	2.0	2.0	11.02	21.51	0.00	0.70
LABORER	All	All		40.20	40.95	1.5	1.5	2.0	14.23	11.57	0.00	0.50
LATHER	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
MACHINIST	All	BLD		45.35	47.85	1.5	1.5	2.0	7.26	8.95	1.85	0.00
MARBLE FINISHERS	All	All		33.45	33.45	1.5	1.5	2.0	10.25	14.44	0.00	0.46
MARBLE MASON	All	BLD		44.13	48.54	1.5	1.5	2.0	10.25	14.97	0.00	0.59
MATERIAL TESTER I	All	All		30.20	30.20	1.5	1.5	2.0	14.23	11.57	0.00	0.50
MATERIALS TESTER II	All	All		35.20	35.20	1.5	1.5	2.0	14.23	11.57	0.00	0.50
MILLWRIGHT	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
OPERATING ENGINEER	All	BLD	1	49.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	2	47.80	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	3	45.25	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	4	43.50	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	5	52.85	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	6	50.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	7	52.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	FLT		37.00	37.00	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	HWY	1	47.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	2	46.75	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30

OPERATING ENGINEER	All	HWY	3	44.70	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	4	43.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	5	42.10	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	6	50.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	7	48.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
ORNAMNTL IRON WORKER	E	All		45.00	47.50	2.0	2.0	2.0	13.55	17.94	0.00	0.65
ORNAMNTL IRON WORKER	W	All		45.06	48.66	2.0	2.0	2.0	10.52	20.76	0.00	0.70
PAINTER	All	All		42.93	44.93	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	All	BLD		33.92	38.09	1.5	1.5	1.5	2.60	2.71	0.00	0.00
PILEDRIWER	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
PIPEFITTER	All	BLD		47.50	50.50	1.5	1.5	2.0	9.55	17.85	0.00	2.07
PLASTERER	All	BLD		44.63	47.31	1.5	1.5	2.0	10.25	15.03	0.00	0.85
PLUMBER	All	BLD		48.25	50.25	1.5	1.5	2.0	14.09	12.65	0.00	1.18
ROOFER	All	BLD		41.70	44.70	1.5	1.5	2.0	8.28	11.59	0.00	0.53
SHEETMETAL WORKER	All	BLD		45.77	47.77	1.5	1.5	2.0	10.65	14.10	0.00	0.82
SPRINKLER FITTER	All	BLD		47.20	49.20	1.5	1.5	2.0	12.25	11.55	0.00	0.55
STEEL ERECTOR	E	All		42.07	44.07	2.0	2.0	2.0	13.45	19.59	0.00	0.35
STEEL ERECTOR	W	All		45.06	48.66	2.0	2.0	2.0	10.52	20.76	0.00	0.70
STONE MASON	All	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85
TERRAZZO FINISHER	All	BLD		39.54	39.54	1.5	1.5	2.0	10.55	11.79	0.00	0.67
TERRAZZO MASON	All	BLD		43.38	43.38	1.5	1.5	2.0	10.55	13.13	0.00	0.79
TILE MASON	All	BLD		43.84	47.84	1.5	1.5	2.0	10.55	11.40	0.00	0.99
TRAFFIC SAFETY WRKR	All	HWY		33.50	35.10	1.5	1.5	2.0	8.10	7.62	0.00	0.25
TRUCK DRIVER	All	All	1	36.30	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TRUCK DRIVER	All	All	2	36.45	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TRUCK DRIVER	All	All	3	36.65	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TRUCK DRIVER	All	All	4	36.85	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TUCKPOINTER	All	BLD		43.62	44.62	1.5	1.5	2.0	10.25	14.11	0.00	0.48

Explanations

DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. 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. 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.

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.

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 TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

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 installation 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 exteriors 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 are 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.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); 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 Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; 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; Lubrication Technician; Manipulators;

Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump
Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum
Bulk and Pump; Raised and Blind Hole Drill; Roto Mill Grinder;
Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation
of Tie Back Machine; 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;
Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists,
Automatic; Hoists, Inside 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 (remodeling
or renovation work); Hydraulic Power Units (Pile Driving, Extracting,
and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300
ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5);
Winches, 4 Small Electric Drill Winches.

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. 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, Tower

Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.;
Derricks, All; Derrick Boats; Derricks, Traveling; Dredges;
Elevators, Outside type Rack & Pinion and Similar Machines; Formless
Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader,
Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard
Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy
Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes;
Backhoes with shear attachments up to 40' of boom reach; Lubrication
Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig;
Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid
Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill
Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck
Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel);
Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor
Drawn Belt Loader (with attached pusher - two engineers); Tractor with
Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine;
Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole
Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5
ft. in diameter and over tunnel, etc; Underground Boring and/or Mining
Machines under 5 ft. in diameter; 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; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, 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.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; 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); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of

like nature.

OPERATING ENGINEER - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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.

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.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this

determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

BID

CONTRACT NO. I-17-4688

Bids will be received by The Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois, 60515 until 10:30:00 a.m., local time, February 6, 2018 and immediately thereafter publicly opened and read aloud.

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The undersigned hereby proposes to perform: earthwork, drainage improvements, tree removal, haul road construction, installation of precast concrete box culverts, installation of CCTV cameras, protection of aviation operational equipment, maintenance of traffic and other miscellaneous work.

The services will be performed within the: Western Access Tollway (I-490) between south of Supreme Drive and Old Higgins Road, at Mile Post 3.6 to Mile Post 5.5, in DuPage and Cook Counties, Illinois.

The undersigned declares that the Advertisement for Sealed Bids, Instructions to Bidders, this Bid Form, IDOT Standard Specifications, Tollway Supplemental Specifications, Special Provisions, Plans, Addenda to the foregoing (if any), form of Agreement, forms of Contract Bonds, and other exhibits (if any), on file at the office of The Illinois State Toll Highway Authority have been carefully examined, and that the undersigned has inspected in detail the site of the proposed Work, and familiarized itself with all of the conditions affecting the Contract, and that has satisfied itself as to The Work to be done and the conditions under which it must be carried out, and understands that in submitting this Bid waives all rights to plead any misunderstanding regarding the same.

The undersigned hereby tenders this Bid to construct and complete said Work in accordance with the Plans, IDOT Standard Specifications, Tollway Supplemental Specifications (if any), and the accompanying Special Provisions now on file in the office of The Illinois State Toll Highway Authority, and the following addenda issued thereto:

Addendum No. 1 Date JANUARY 24, 2018

Addendum No. 2 Date JANUARY 30, 2018

Addendum No. _____ Date _____

Addendum No. _____ Date _____

The undersigned further agrees to furnish all necessary transportation, machinery, equipment, tools, labor and other means of construction; and to do all the work and to furnish all of the materials specified in the Contract in the manner and at the times prescribed under the supervision and direction of the Authority or its authorized representatives, for the lump sums and unit prices quoted in the following Schedule of Prices:

Accompanying this Bid is a Bid Guaranty:

- (a) Evidence by a bank draft, cashier's check or certified check on _____, Bank, for \$_____, payable to The Illinois State Toll Highway Authority, or
- (b) A Bid Bond in favor of the Authority for ~~\$~~ 5%, with a corporate surety authorized to do business in the State of Illinois.

In the event that this Bid shall be accepted by The Illinois State Toll Highway Authority, and the undersigned should fail to execute a Contract with and furnish the security required by the Authority, as set forth in the Standard Specifications, within ten (10) days after receipt of notice of the acceptance of the Bid, such draft or check shall become the property of the Authority, or if a Bid Bond has been submitted, the principal amount of said Bid Bond shall become immediately due and payable to the Authority; otherwise the Bid Guaranty will be returned to the Bidder upon written request, as soon as the Contract and Contract Bonds have been executed. If a bid guaranty is secured by a check, the check will be returned to the bidder.

Pursuant to the provisions of the Prevailing Wage Act, 820 ILCS 130, the undersigned, as part of its Bid for the construction of The Illinois State Toll Highway Contract I-17-4688, hereby stipulates that, if awarded a Contract on said Bid, it will pay the laborers, mechanics and other workers who are employed in the performance of such work hourly wages not less than the minimum hourly wages stated in the instructions to bidders; and that its computations in arriving at said Bid are based on hourly wages not less than those stated in the instructions to bidders; and that if a Contract be entered into under said Bid, the minimum hourly wage rates stated in the instructions to bidders shall become and be a part of said Contract as provided by law.

It is understood that the undersigned will not be permitted to sublet work representing more than Sixty-Five percent (65%) of the total price bid in this Bid; and any and all sub-contractors must be approved in writing by the Chief Engineering Officer before commencing any work.

It is understood that the quantities of work and material shown herein in the Schedule of Prices of the Bid are approximate only, and are subject to increase or decrease as provided in the Standard Specifications. Such increase or decrease shall in no manner affect the validity of the Contract.

On the acceptance of this Bid for said work, the undersigned will furnish and deliver the Performance and Payment Bonds, in the forms required and furnished by the Authority and included in the Contract Documents, with a corporate surety acceptable to the Authority and authorized to do business in the State of Illinois, conditioned as stated in said bonds.

The undersigned has also properly executed or caused to be executed by an officer thereof, if a corporation, the non-collusion affidavit filed with this Bid.

Unless otherwise specified, a current Illinois Department of Transportation "Certificate of Eligibility" shall be requested from the apparent low bidder once the apparent low bidder is determined. Failure to meet this requirement shall be grounds for rejection of the bid, per Article 102.13 of the Tollway Supplemental Specifications.

The undersigned is aware that, completely filled out forms of the Authority entitled "Plant and Equipment Questionnaire" and "Current Contractual Obligations," will be requested from the apparent low bidder once the apparent low bidder is determined as required by the Tollway Supplemental Specifications.

It is agreed that time is of the essence of this Contract and that I (we) will, in the event of my (our) failure to complete the Contract within the time limit named above, pay to The Illinois State Toll Highway Authority liquidated damages in the amount stated in the Special Provision, based on the price(s) shown in the Schedule of Prices of the Proposal.

The undersigned is (check one)

an individual ☐

a Partnership ☐

a Corporation ☒ under the laws of the State of ILLINOIS

having principal office at P.O. Box 2 LIBERTYVILLE, IL 60048 and has furnished to the Authority the necessary evidence of authority to transact business in the State of Illinois, in accordance with Paragraph 10 of the Instructions to Bidders.

Signed and sealed this 6 day of FEBRUARY, 2018, by its MEMBER,
thereunto duly authorized.

(SEAL)

(SEAL)

Affix Corporate Seal BY:
or Power of Attorney Where Applicable

Information below to be typed or printed where applicable.

INDIVIDUAL:

Name

Address

PARTNERSHIP - NAME AND ADDRESS OF GENERAL PARTNERS:

Name

Address

Name

Address

Name

Address

INCORPORATED:

SEE ATTACHED MEMBER LIST

President

Address

Vice-President

Address

Secretary

Address

Treasurer

Address

LAKE COUNTY GRADING COMPANY, LLC



We improve the earth for you!

32901 N. Highway 21, P.O. Box L, Libertyville, IL 60048

Phone: (847) 362-2590 Fax: (847) 362-9460

LAKE COUNTY GRADING COMPANY, LLC MEMBER LIST

Michael Wolff ~ Managing Member

Rich Keller

Stephan Phillips

Dave Meservey



Proposal Notes

Each bid solicitation will have a contract-specific cap on the amount of Earned Credit that can be applied as a bid credit. This particular solicitation has a cap of **\$250,000.00**. Any credits applied above and beyond the bid earned credit cap will not be considered.

- A. Core Work shall be the sum of the unit prices supplied by the bidder multiplied by the pay item quantity.
- B. Unit prices for Contractor's Quality Program and Contingency Work will be supplied by the Illinois Tollway with the sum total of this work completed by the Illinois Tollway and included in the Proposal Pages. **For Electronic bids, the total value of the Contractor's Quality Program and Contingency work is to be entered by the bidder in the location provided on the electronic bidding form.**
- C. Base Bid will be calculated as: Total Amount of Core Work + Contractor's Quality Program + Total Amount of Contingency Work
- D. ECP Bid Credit is to include the total amount of bid credits applied to the bid (entered by the bidder in the specified location on the electronic bid form);
- E. Award Criteria will be calculated by the Illinois Tollway and will be calculated as follows: Base Bid minus ECP Credit.

All Earned Credit Certificates used to arrive at the bid credit included on Bid Credit Line must be included in the original bid package. All Earned Credit Certificates applied to a successful bid will become null and void at the time the bidder's award criteria figure is deemed the lowest most responsible and responsive bid and the bid is awarded by the Illinois Tollway's Board of Directors, at which time the ECP certificate shall not be available for inclusion in any other bid.

All blank spaces for bid prices must be filled in with the unit price, or lump sum price, and the total price for each and every item (which prices must be more than \$0.00). Bids which do not contain a price for every item listed in the Schedule of Prices for the Contract being bid, will not be considered, unless alternate bids are requested.

The Contractor shall complete all work under this Agreement for the performance of Contract No. I-17-4688 as specified in S.P. 103.1

I-17-4688 P-Pages

Lake County Grading Company, LLC

Item #	Item Desc	Unit	Qty	Price	Item Total
20100500	TREE REMOV ACRES	ACRE	17.1	\$2,400.00	\$41,040.00
20101400	NITROGEN FERT NUTR	POUND	2346	\$3.00	\$7,038.00
20101600	POTASSIUM FERT NUTR	POUND	7038	\$3.00	\$21,114.00
20700220	POROUS GRAN EMBANK	CU YD	1368	\$51.00	\$69,768.00
21001000	GEOTECH FAB F/GR STAB	SQ YD	42871	\$1.00	\$42,871.00
25100630	EROSION CONTR BLANKET	SQ YD	378455	\$0.80	\$302,764.00
28100205	STONE RIPRAP CL A3	TON	405	\$60.92	\$24,672.60
28200200	FILTER FABRIC	SQ YD	449	\$1.00	\$449.00
30201500	LIME	TON	10108.8	\$0.01	\$101.09
30300001	AGG SUBGRADE IMPROVE	CU YD	35308	\$32.90	\$1,161,633.20
40200100	AGG SURF CSE A	TON	1634	\$21.00	\$34,314.00
42000060	WELDED WIRE REINF	SQ YD	720	\$5.00	\$3,600.00
42000540	PCC PVT 12	SQ YD	720	\$130.00	\$93,600.00
50102400	CONC REM	CU YD	340	\$49.65	\$16,881.00
50105220	PIPE CULVERT REMOV	FOOT	318	\$47.00	\$14,946.00
50200300	COFFERDAM EXCAVATION	CU YD	1596	\$0.01	\$15.96
50201101	COFFERDAM TYP 1 LOC 1	EACH	1	\$0.01	\$0.01
50201102	COFFERDAM TYP 1 LOC 2	EACH	1	\$0.01	\$0.01
50201103	COFFERDAM TYP 1 LOC 3	EACH	1	\$0.01	\$0.01
50300225	CONC STRUCT	CU YD	224	\$666.59	\$149,316.16
50800205	REINF BARS, EPOXY CTD	POUND	28160	\$1.10	\$30,976.00
54001001	BOX CUL END SEC C1	EACH	2	\$33,230.00	\$66,460.00
54010504	PCBC 5X4	FOOT	315	\$360.00	\$119,700.00
54011208	PCBC 12X8	FOOT	809.5	\$1,030.00	\$833,785.00
542A0220	P CUL CL A 1 15	FOOT	55	\$79.00	\$4,345.00
542A0235	P CUL CL A 1 30	FOOT	85	\$122.50	\$10,412.50
55100200	STORM SEWER REM 6	FOOT	205	\$28.50	\$5,842.50

55100700	STORM SEWER REM 15	FOOT	42	\$67.00	\$2,814.00
59100100	GEOCOMPOSITE WALL DR	SQ YD	48	\$105.50	\$5,064.00
63200310	GUARDRAIL REMOV	FOOT	38	\$9.50	\$361.00
66900200	NON SPL WASTE DISPOS	CU YD	12120	\$60.00	\$727,200.00
66900400	SPL WAST GRD WAT DISP	GALLON	10000	\$1.00	\$10,000.00
66900450	SPL WASTE PLNS/REPORT	LSUM	1	\$10,173.00	\$10,173.00
85000200	MAIN EX TR SIG INSTAL	EACH	1	\$2,460.00	\$2,460.00
X0323524	REM EX SURVEIL CAM EQ	EACH	3	\$961.00	\$2,883.00
X2020410	EARTH EXCAVATION SPL	CU YD	543035	\$8.65	\$4,697,252.75
X2111110	TOPSOIL PLACEMENT	CU YD	19800	\$4.00	\$79,200.00
X5012502	CONC REM SPEC	CU YD	437.5	\$81.00	\$35,437.50
X6640530	CH LK FENCE 5 ATT STR	FOOT	212	\$42.90	\$9,094.80
X7010216	TRAF CONT & PROT SPL	LSUM	1	\$15,250.00	\$15,250.00
Z0005305	BOX CUL TO BE CLEANED	FOOT	799	\$15.00	\$11,985.00
Z0022800	FENCE REMOVAL	FOOT	3526	\$4.40	\$15,514.40
Z0041500	PLUG EX CULVERTS	EACH	1	\$1,100.00	\$1,100.00
Z0073510	TEMP TR SIGNAL TIMING	EACH	11	\$322.00	\$3,542.00
J1213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	500	\$10.00	\$5,000.00
J1213006	EXPLORATION TRENCH, UTILITIES (VACUUM EXCAVATION)	FOOT	500	\$10.00	\$5,000.00
J1501031	REMOVAL OF MOVEABLE GATE SYSTEM	EACH	3	\$1,550.00	\$4,650.00
J1602751	8' X 12' BOX CULVERT SECURITY GRATE	EACH	3	\$30,000.00	\$90,000.00
J1704005	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	250	\$10.00	\$2,500.00
J1704012	FURNISH AND INSTALL TEMPORARY CONCRETE BARRIER, TO REMAIN IN PLACE	FOOT	975	\$28.00	\$27,300.00
J1782022	BARRIER WALL REFLECTORS, TYPE C	EACH	44	\$12.00	\$528.00
J1818014	#6 XLP-USE, 600V CABLE	FOOT	13500	\$2.15	\$29,025.00
JS107361	APPLY DUST SUPPRESSION AGENTS	UNIT	2856	\$0.01	\$28.56
JS280030	EROSION AND SEDIMENT CONTROL-EXCAVATION	CU YD	651	\$10.00	\$6,510.00
JS280040	EROSION AND SEDIMENT CONTROL-CLEANOUT	CU YD	651	\$0.01	\$6.51
JS280050	SILT FENCE	FOOT	12779	\$2.50	\$31,947.50
JS280051	RE-ERECT SILT FENCE	FOOT	8845	\$2.50	\$22,112.50
JS280070	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	1109	\$20.00	\$22,180.00

JS280100	SUPER SILT FENCE	FOOT	1440	\$20.00	\$28,800.00
JS280140	TEMPORARY RIPRAP	TON	229	\$60.00	\$13,740.00
JS280190	GEOTEXTILE FABRIC, CLASS C	SQ YD	144	\$3.00	\$432.00
JS280305	TEMPORARY DITCH CHECKS	FOOT	1740	\$12.00	\$20,880.00
JS670CM0	FIELD OFFICE, TYPE C (MODIFIED)	CAL MO	12	\$5,250.00	\$63,000.00
JS671010	MOBILIZATION, TOLLWAY	L SUM	1	\$531,000.00	\$531,000.00
JT132635	CITY DATA NETWORK SYSTEM	L SUM	1	\$39,000.00	\$39,000.00
JT250442	SEEDING, CLASS 4F NATIVE GRASS LOW PROFILE MIX (SPECIAL)	ACRE	71.1	\$1,400.00	\$99,540.00
JT250454	SEEDING, TALL FESCUE MIX (SPECIAL)	ACRE	7.1	\$1,400.00	\$9,940.00
JT280501	MAINTAIN SILT FENCE	FOOT	8908	\$1.00	\$8,908.00
JT810884	DUCTBANK, 1-WAY, 3" PVC CONDUIT, CONCRETE ENCASED	FOOT	2500	\$27.50	\$68,750.00
JT814011	ELECTRICAL 24" X 24" STANDARD HANDHOLE	EACH	6	\$3,870.00	\$23,220.00
JT830071	ROADWAY LIGHT ASSEMBLY, TYPE "B", LED, 480V TYPE IV CUTOFF	EACH	3	\$5,650.00	\$16,950.00
JT900202	TEMPORARY CONSTRUCTION FENCE	FOOT	7508	\$4.64	\$34,837.12
JT900204	RELOCATE TEMPORARY CONSTRUCTION FENCE	FOOT	1502	\$4.64	\$6,969.28
JT900519	INTELLIGENT COMPACTION (IC) STIFFNESS MAPPING	L SUM	1	\$89,000.00	\$89,000.00
JT900521	EMBANKMENT MODIFICATION	CU YD	104000	\$0.01	\$1,040.00
JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	\$405,000.00	\$405,000.00
JT132634	CCTV SYSTEM COMMISSIONING ALLOWANCE	UNIT	30000	\$1.00	\$30,000.00
JT154002	DISPOSAL OF UNIDENTIFIED HAZARDOUS WASTE	UNIT	1000000	\$1.00	\$1,000,000.00
JT154008	UNFORESEEN ADDITIONAL MAINTENANCE OF TRAFFIC	UNIT	30000	\$1.00	\$30,000.00
JT154015	ALLOWANCE FOR UNFORESEEN DRAINAGE WORK	UNIT	50000	\$1.00	\$50,000.00
JT154020	ALLOWANCE FOR DEWATERING	UNIT	200000	\$1.00	\$200,000.00
JT154042	CONTRACT ALLOWANCE FOR ADDITIONAL HAULING	UNIT	1000000	\$1.00	\$1,000,000.00
JT154044	CONTRACT ALLOWANCE FOR UNSUITABLE SOIL AND HAZARDOUS WASTE REMOVAL	UNIT	1000000	\$1.00	\$1,000,000.00
JT154168	ALLOWANCE FOR HAUL ROAD MAINTENANCE	UNIT	40000	\$1.00	\$40,000.00
JT154180	ALLOWANCE FOR MAINTENANCE OF EXISTING ENGINEER'S FIELD OFFICE	UNIT	50000	\$1.00	\$50,000.00
JT154183	ALLOWANCE FOR RAILROAD AND AIRPORT FLAGGING	UNIT	100000	\$1.00	\$100,000.00
JT155110	WORKFORCE HIRING INCENTIVE	HOUR	1000	\$15.00	\$15,000.00
999NEG31	DAMAGE TO ELECTRICAL FACILITIES PER TOLLWAY SUPPL. SPEC. 107.30(b)	INC/DAY	0	(\$1,000.00)	\$0.00
999NEG32	PROGRESS SCHEDULE PER TOLLWAY SUPPL. SPEC. 108.02(f)	DAY	0	(\$300.00)	\$0.00

LAKE COUNTY GRADING COMPANY, LLC



We improve the earth for you!

32901 N. Highway 21, P.O. Box L, Libertyville, IL 60048

Phone: (847) 362-2590 Fax: (847) 362-9460

No ECP Certificate.

Illinois State Toll Highway Authority - Bidder List

Contract I-17-4688

Description Elgin O'Hare Western Access Tollway, Advance Earthwork Grading Phase II, Western Access (I-490) from Supreme Drive to Old Higgins Road, M.P. 3.6 to M.P. 5.5

ADV. Date 1/8/2018

Due Date 2/6/2018

No.	Contractor	DBE Submitted	DBE Waiver	Bid	ECP Submitted	ECP Used	Award Criteria
1	Lake County Grading Company, LLC	No	No	\$13,907,770.96	\$0.00	\$0.00	\$13,907,770.96
2	Lindahl Brothers, Inc.	No	No	\$15,145,781.00	\$0.00	\$0.00	\$15,145,781.00
3	Plote Construction, Inc.	Yes	No	\$16,022,713.33	\$250,000.00	\$0.00	\$16,022,713.33
4	Judlau Contracting, Inc.	No	No	\$16,337,014.23	\$250,000.00	\$0.00	\$16,337,014.23
5	Walsh Construction Company II, LLC	No	No	\$16,483,760.24	\$206,528.00	\$0.00	\$16,483,760.24
6	Berger Excavating Contractors, Inc.	No	No	\$18,616,821.55	\$0.00	\$0.00	\$18,616,821.55
7	Martam Construction, Inc.	No	No	\$19,282,377.55	\$27,248.27	\$0.00	\$19,282,377.55

FINANCIAL DISCLOSURES AND CERTIFICATIONS

ALERT:

YOUR BID WILL BE DEEMED NON-RESPONSIVE and will be REJECTED if Financial Disclosures / Certifications are not submitted with your bid!

All vendors responding to an Illinois Tollway solicitation must comply with Illinois Procurement Code 30 ILCS 500 -- specifically section 50-35 Financial Disclosures and Potential Conflicts of Interest. The Illinois Procurement Gateway (IPG) is a web based system that serves as the primary location for entering, organizing, and reviewing vendor information. The IPG allows prospective vendors to provide disclosures, registrations, and other documentation needed to do business with a State agency or university in advance of any particular procurement. It is highly recommended that vendors register on the Illinois Procurement Gateway at <https://ipg/vendorreg.com>

The submittal shall contain either FORMS A or FORMS B. Offers submitted without FORMS A or FORMS B shall be deemed non-responsive.

FORMS A section contains eight forms and shall be returned by Offerors that are not registered in the Illinois Procurement Gateway (IPG).

FORMS B contains three forms and shall be returned by Offerors that have a current, approved IPG registration.

Forms A Section

Complete this section if you are not using an Illinois Procurement Gateway (IPG) Registration.

<https://www.illinoistollway.com/doing-business/construction-engineering/forms>

1. Business and Directory Information
2. Illinois Department of Human Rights Public Contracts Number
3. Authorized to Do Business in Illinois
4. Standard Certifications
5. State Board of Elections
6. Disclosure of Business Operations in Iran
7. Financial Disclosures and Conflicts of Interest
8. Taxpayer Identification Number
9. Signature

Forms B Section

Complete this section only if you are using a current, approved IPG Registration.

<https://www.illinoistollway.com/doing-business/construction-engineering/forms>

1. Certification of Illinois Procurement Gateway Registration #
2. Certification Timely to this Solicitation
3. Replacement Certification to IPG Certification #6
4. Disclosures of Lobbyist or Agent
5. Disclosure of Current and Pending Contracts
6. Signature

The Illinois Procurement Code requires the Tollway to collect financial disclosures from any known subcontractor with anticipated participation in excess of \$50,000.00 at the time of the

bid. Subcontractor disclosures will be requested from the successful bidder for any subcontractor identified in the bid immediately after the bidder is determined to be the lowest responsive / responsible bidder.

REMINDER TO VENDORS SUBMITTING FORMS B

Vendors intending to fulfill certification and disclosure requirements by supplying the State with their Illinois Procurement Gateway registration number, expiration date, and "FORMS B" documents must read this clarification document in its entirety.

VENDORS UTILIZING "FORMS B" MUST BE REGISTERED SPECIFICALLY WITH THE ILLINOIS PROCUREMENT GATEWAY TO BE DEEMED RESPONSIVE TO THIS SOLICITATION.

In order to verify that you are registered with the Illinois Procurement Gateway (IPG), please click on "Registered Vendor Directory" on the IPG homepage (<https://ipg.vendorreg.com>). Search for your Business Name. If your company does not appear in the search results, then you are not registered in the IPG.

To use FORMS B, vendors must be listed in the "Registered Vendor Directory" as described above, and provide a valid registration number with expiration date from the Illinois Procurement Gateway. Please note that it is possible for vendors who have registered with another government entity (such as the City of Chicago's Compliance and Certification portal) using the same portal software, to have a registration number and expiration date for a different (non-State of Illinois) application process. *Registration information from other government entities will not be accepted.*

If the "Registered Vendor Directory" does not list your company, then you must utilize the "FORMS A" option to meet the certification and disclosure requirements of this solicitation.

Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or sub-contractor under the Section, and acknowledge that the Chief Procurement Officer may declare the related contract void if any of the certifications are false.

RESPONSIBLE BIDDER AFFIDAVIT

in accordance with
PUBLIC ACT 97-0369

CONTRACT NO:

1-17-4688

(Enter Tollway Contract Number)

SUBMITTING BIDDER:

LAKE COUNTY GRADING COMPANY, LLC
(Enter Name of Firm)

ADDRESS:

P.O. Box L

LIBERTYVILLE, IL 60048

STATE OF ILLINOIS)

) SS

COUNTY OF LAKE)

The Affiant, DAVE MESERVEY, being first duly sworn, upon oath
deposes and says:

1. That the Affiant is DAVE MESERVEY of LAKE COUNTY GRADING CO. LLC who is
the Bidder on the above referenced contract by the Illinois State Toll Highway Authority, hereinafter
"Owner" for the contract known as 1-17-4688 (enter Tollway contract number), between the
Bidder and the Owner;
2. The Affiant hereby states that the Bidder will maintain an Illinois office as the primary place of
employment for persons employed in the construction authorized by said contract if contract is so
awarded.

I am duly authorized to make this Affidavit. I know and understand the contents of this
Affidavit, and all statements herein are true and correct.


SIGNATURE OF AFFIANT

SUBSCRIBED AND SWORN BEFORE ME THIS 6 DAY OF FEBRUARY, 2018.

PAUL C BYCHOWSKI
Official Seal
Notary Public - State of Illinois
My Commission Expires Dec 6, 2020


NOTARY PUBLIC

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

PREFERENCES

The Illinois Procurement Code provides various preferences to promote business opportunities in Illinois.

Does Bidder make any claims for preferences? If so, please mark the applicable preference(s) and include the list of items that qualify for the preference at the end of this section and a description of why the preference applies. The State reserves the right to determine whether the preference indicated applies to Bidder.

- ☐ Resident Bidder (30 ILCS 500/45-10)
- ☐ Recycled Materials (30 ILCS 500/45-20)
- ☐ Recycled Paper (30 ILCS 500/45-25)
- ☐ Environmentally Preferable Supplies (30 ILCS 500/45-26)
- ☐ Illinois Correctional Industries (30 ILCS 500/45-30)
- ☐ Sheltered Workshops for the Severely Handicapped (30 ILCS 500/45-35)
- ☐ Gas Mileage (30 ILCS 500/45-40)
- ☐ Small Businesses (30 ILCS 500/45-45)
- ☐ Illinois Agricultural Products (30 ILCS 500/45-50)
- ☐ Corn-Based Plastics (30 ILCS 500/45-55)
- ☐ Disabled Veterans (30 ILCS 500/45-57)
- ☐ Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-60)
- ☐ Public Purchases in Other State (30 ILCS 520)
- ☐ Illinois Mined Coal Act (30 ILCS 555)
- ☐ Steel Products Procurement (30 ILCS 565)
- ☐ Veteran's Preference (330 ILCS 55)
- ☐ Procurement of Domestic Products (30 ILCS 517)
- ☐ Bio-based Products (30 ILCS 500/45-75)

Items that Qualify and Explanation:

Signature of Authorized Representative:

Printed Name of Authorized Representative:

Vendor Name:

Date:

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-17-4688

LIST OF INDIVIDUAL CONTACTS

The Bidder is hereby requested to list those individuals to be contacted for information regarding the analysis of the various portions of the Bid.

<u>ITEM</u>	<u>INDIVIDUAL</u>	<u>TELEPHONE NO.</u>	<u>E-MAIL</u>
Schedule of Prices	DAVE MESERVEY	847-362-2590	d.meservey@legc.com
Bid Guaranty	DAVE MESERVEY		
DBE 2026 - PILOT	DAVE MESERVEY		
EEO Program	DAVE MESERVEY		
VOSB 2026 - PILOT	DAVE MESERVEY		
Financial Disclosures Forms A or Forms B	MARK REICH		m.reich@legc.com
Illinois Department of Human Rights Registration	DAVE MESERVEY		
Non-Collusion Affidavit - Page R4	DAVE MESERVEY		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT NO. I-17-4688

AFFIDAVIT

State of ILLINOIS)
County of LAKE) SS

The undersigned, being first duly sworn, on his/her oath deposes and says:

That his/her name is DAVE MESERNEY and he/she resides at

P.O. BOX L
and his/her office is at LIBERTYVILLE, IL 60018. That he/she makes, and is authorized to make

this affidavit on behalf of LAKE COUNTY GRADING COMPANY, LLC, a
(Name of Corporation, Partnership, etc.)

CORPORATION, formed under the laws of ILLINOIS
(Sole proprietorship, corporation, partnership, etc.) (Name of State)

of which he/she is MEMBER
(Sole owner, partner, president, etc.)

That this Bid (of which this Affidavit is a part) for the construction of a portion of The Illinois State Toll Highway System, described in Contract No. I-17-4688 is submitted in good faith and not as a speculation or to be assigned or relinquished and will be executed and fulfilled by said bidder, according to its terms, if accepted, and according to the Plans and Specifications for said construction, that this Bid is made without reference to any other Bid, that this bidder has not offered to or received from any person, firm, board, commission, trustee or corporation any sum of money or consideration for the making of said Bid; that no inducement of any form or character other than that which appears upon the face of the Bid will be suggested, offered, paid or delivered to any person whatsoever to influence the acceptance of the said Bid or awarding of the Contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contract sought by this Bid; that said bidder has not directly or indirectly made any arrangements, contract, or understanding with any other bidder or bidders concerning the amount of said Bid, nor has such bidder in any way colluded, conspired, connived, or agreed in any manner or form, with any person whomsoever to influence any Bid for said Contract, directly or indirectly.

(Affiant)

Sworn to before me and subscribed in my presence this 6TH day of FEBRUARY

(Notary Public)

My Commission Expires: 12-6-20

PAUL C BYCHOWSKI
Official Seal
Notary Public - State of Illinois
My Commission Expires Dec 6, 2020

CONTRACT NO. I-17-4688

PLANT AND EQUIPMENT QUESTIONNAIRE

The Signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. KEY PERSONNEL

Identify the personnel whom, if the contract is awarded to you, will manage and supervise the work. List the General Manager or Superintendent through Shift Foreman.

(USE BLACK INK ONLY)

NAME	TITLE OR POSITION IN THE FIRM	FUNCTION ON THIS PROJECT	YEARS WITH THE FIRM	YEARS OF EXPERIENCE IN SUPERVISING THIS TYPE OF WORK
RICHARD KELLER	SUPERINTENDANT	SITE SUPERINTENDANT	20+	20+
BOB KEEGAN	SUPERVISOR	UNDERGROUND SUP.	10+	20+
BRAD NELSON	FOREMAN	U.G. FOREMAN	20+	20+
CHRIS BRANKEY	FOREMAN	EXCAVATION FOREMAN	5	10+

PLANT AND EQUIPMENT QUESTIONNAIRE

- 2a) EQUIPMENT OWNED

[illegible]

EQUIPMENT LIST BY UNIT #

FYE: 12/31/2017

Unit #	Property Description	Serial Number	Date Acquired	Book Cost	Book Net Book Value
Type: AIR COMPRESS & GENERATORS					
M701	ATLAS COPCO XA85 AIR COMPRESSOR	ARP9342112	3/20/02	2,000.00	0.00
M821	WACKER G50 GENERATOR	5148362	4/29/02	11,000.00	0.00
M822	MULTIQUIP 45 KVA GENERATOR	7202724	7/21/04	11,394.60	0.00
M883	HONDA 2900 GENERATOR	0013208	6/15/04	905.25	0.00
M824	MULTIQUIP 45KW GENERATOR	MQ45KW720067	4/27/05	14,988.40	0.00
M890	HONDA GENERATOR	E2GP1151120	2/17/06	1,414.44	0.00
M761	HONDA GENERATOR	1016009	3/20/07	1,396.43	0.00
M751	58KW WACKER GENERATOR	5712155	12/07/07	0.01	0.00
M760	HONDA 2900 W GENERATOR	H0026321	11/08/07	0.00	0.00
M704	HONDA 3000 GENERATOR	1179727	5/03/10	540.00	0.00
M705	TSUNAMI GENERATOR	040333	9/21/10	1,066.58	0.00
M762	GENERATOR HONDA EB3000	1188355	6/13/11	1,294.92	0.00
M706	GENERATOR HOND EB3000	EXGP-1526298	1/13/16	0.01	0.00
M196	TSURUMI GENERATOR	041278	5/03/16	0.01	0.00
AIR COMPRESS & GENERATORS				46,000.65	0.00
Type: BULLDOZERS					
D501	CAT D8R	7XM04824	12/15/03	216,195.00	21,624.00
D500	CAT D8R	7XM05018	1/01/02	234,300.00	23,434.00
D084	CAT D6RII LGP	ADE00548	11/14/05	196,801.00	19,000.00
D102	DEERE 850C	T0850CX938558	1/03/07	145,745.39	25,505.82
D507	CAT D4G LGP	TLX00902	12/20/09	20,038.50	2,004.00
1711491	DEERE 750 J LGP DOZER	T0750JX177964	5/13/11	0.01	0.00
D509	DEERE 850J LGP DOZER (2007)	T0850JX138831	12/13/11	110,515.00	40,822.23
D510	DEERE 750J LGP DOZER (2006)	T0750JX129465	12/13/11	74,737.00	27,606.47
D511	DEERE 650J XLT DOZER (2008)	T0650JX159469	12/13/11	53,509.00	19,765.22
D512	DEERE 850J LGP DOZER	T0850JX144433	2/23/12	123,750.00	54,194.00
D513	CAT D9L	14Y02914	3/16/12	76,446.88	22,173.74
D514	DEERE 850J WXLT DOZER	T0850JX166243	2/05/13	117,162.61	59,998.06
D517	DEERE 850K DOZER (2012)	IT0850KXJCE222124	12/10/14	167,172.00	88,266.16
D516	DEERE 750J LGP DOZER (2007)	T0750JX135083	12/09/14	82,634.00	43,630.43
D519	DEERE 750K IT4 DOZER (2013)	IT0750KXJCE237511	10/08/15	105,844.80	72,408.95
D518	DEERE 850K IT DOZER (2012)	IT0850KXPECE229295	10/20/15	180,170.00	124,925.30
D520	DEERE 764 HSD (2010)	T00764X180676	6/21/16	109,320.00	89,943.43
BULLDOZERS				2,014,341.19	735,301.81
Type: COMPACTOR & ROLLER HEAVY					
C118	CAT 815B	17201804	3/13/02	106,500.00	10,650.00
C119	CAT 815B	17201755	3/13/02	106,500.00	10,650.00
C122	CAT825C	86X00959	3/27/03	137,000.00	13,700.00
C127	BOMAG BW211D-3 84" SD ROLLER	901580861688	11/30/07	46,042.57	4,604.00
C504	BOMAG BW211-40 COMPACTOR (2008)	901583251413	12/10/14	30,502.00	16,104.94
C132	BOMAG BW211D-3 SD 84" ROLLER (2006)	901580861342	10/13/15	36,005.00	22,654.76
COMPACTOR & ROLLER HEAVY				462,549.57	78,363.70
Type: COMPACTORS LIGHT					
M201	WACKER WR3271 PLATE COMPACTOR	2200597	12/20/11	702.00	0.00
M202	WACKER PLATE COMPACTOR	10280061	8/27/13	3,861.00	425.68
COMPACTORS LIGHT				4,563.00	425.68
Type: DISKS					
M180	REMCO AW16-32 HARROW DISK	ACW00-632	7/05/02	10,800.00	0.00
M187	ROME 9' OFFSET DISK	10TAW2087S	6/10/04	3,984.38	0.00
M193	HOLMES 16E ROLLERBLADE		5/16/14	14,426.00	6,891.45
M182	ROME 16' DISC	8TRCH-134	5/16/14	13,316.50	6,361.44
M189	ROME DISK HARROW	8TACW-556	6/01/16	12,500.00	8,593.75
DISKS				55,026.88	21,846.64

EQUIPMENT LIST BY UNIT

FYE: 12/31/2017

Unit #	Property Description	Serial Number	Date Acquired	Book Cost	Book Net Book Value
Type: EXCAVATORS					
B513	CAT 312 BL	8JR01712	1/01/02	74,550.00	7,456.00
B508	CAT 325 B	2JR03552	1/01/02	138,450.00	13,848.00
B500	CAT 345BL	5WS00198	1/01/02	122,400.00	12,240.00
B105	DEERE 330CLC	FF330CX082526	10/31/03	74,723.98	10,000.38
B098	DEERE 225CLC	FF225CX300035	12/02/04	34,018.95	3,402.00
B507	DEERE 450DLC EXCAVATOR	FF450DX913105	11/30/07	263,148.56	26,315.00
B516	CAT 325DL	A3R00277	12/18/09	52,422.00	5,242.00
B509	DEERE 450D EXCAVATOR (2006)	FF450DX913110	12/13/11	84,692.00	31,283.56
B518	DEERE 450D EXCAVATOR	FF450DX913332	10/15/12	88,863.42	37,950.57
B519	CAT 329D (2009)	JHJ00326	12/06/12	124,005.00	42,781.30
B520	DEERE 450D EXCAVATOR (2008)	FF450DX913641	1/21/14	152,884.53	68,888.21
B521	DEERE 250G EXCAVATOR (2012)	1FF250GXHCE608529	12/09/14	140,438.00	74,150.71
B522	DEERE 450D EXCAVATOR (2010)	1FF450DXVA0913967	10/21/15	92,369.00	64,046.32
B523	DEERE 250GLC EXCAVATOR	1FF250GXKEE609190	10/24/16	88,677.37	72,873.05
EXCAVATORS				1,531,642.81	470,477.10

Type: FIELD LASERS & LEVELS

M198	LASER SPECTRA PHYSICS LL500	13854	6/12/03	1,694.11	0.00
M051	LASER EYE	46127	6/27/03	438.41	0.00
M653	LASER	16356	8/13/03	1,592.18	0.00
M667	AUTO LEVEL	802998	8/13/03	468.60	0.00
M889	LASER	17532	10/06/03	1,618.34	0.00
M663	TRIMBLE AUTO LEVEL	803164	1/01/04	541.25	0.00
M605	TOPCON GRADE EYE	XU1035	6/17/04	1,843.31	0.00
M600	TOPCON UTILITY LASER	VE0703	6/17/04	5,569.00	0.00
M610	TOPCON ROTATING LASER	XA5055	7/09/04	2,896.01	0.00
M244	TOPCON UTILITY LASER	VE1040	3/31/05	4,752.37	0.00
M018	TOPCON GRADE EYE	XU1080	5/05/05	0.00	0.00
M611	ROTATING LASER LEVEL	XA7730	12/06/05	1,827.00	0.00
M612	PIPE LASER	VF1148	12/16/05	7,280.00	0.00
M607	PIPE LASER	VE1436	2/20/06	5,176.39	0.00
M625	ROTATING LASER	XA9710	3/10/06	1,680.18	0.00
M672	TOPCON LASER	LV6849	4/19/06	2,876.44	0.00
M370	TOPCON LASER EYE LS-B2C	LV7506	8/31/07	2,713.31	0.00
M150	TOPCON ROTATING LASER	3M4425	11/14/07	0.00	0.00
M615	ROTATING LASER	9K5354	5/12/08	1,272.68	0.00
M635	ROTATING LASER	108872	5/07/08	1,712.10	0.00
M616	AUTO LEVEL	5W6135	7/18/08	603.40	0.00
M222	TOPSON LONG RANGE LASER RL-200	JC0879	3/10/17	0.01	0.00
M223	TOPSON LONG RANGE LASER RL-200	JC1867	3/10/17	0.01	0.00
M224	TOPCON LASER MACHINE TARGET	9E7653	3/10/17	0.01	0.00
FIELD LASERS & LEVELS				46,555.11	0.00

Type: FIELD TRACTORS

WL68	FORD 876 VERSATILE TRACTOR	D476125	5/15/14	20,626.38	9,680.57
WL67	STEIGER PANTHER 1000 TRACTOR	PO83076404	5/15/14	40,000.00	18,773.19
WL69	STEIGER PANTHER III TRACTOR	152-00156	5/29/14	17,795.25	9,714.93
FIELD TRACTORS				78,421.63	38,168.69

Type: FRONT END TRACK LOADERS

L032	CAT 963C TRACK LOADER	BBD01038	12/08/09	59,600.00	5,960.00
FRONT END TRACK LOADERS				59,600.00	5,960.00

Type: FRONT END WHEEL LOADERS

WL65	DEERE 644J LOADER (2004)	DW644JX592243	1/16/13	67,794.76	30,523.26
M935	CASE 586C REBUILD	9000372	5/19/17	14,998.32	13,248.52
FRONT END WHEEL LOADERS				82,793.08	43,771.78

Type: C & A

M250A	LENOVO THINKPAD E540	IS20C6008LUSPF03WSI	10/31/14	0.01	0.00
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EQUIPMENT LIST BY UNIT

FYE: 12/31/2017

Unit #	Property Description	Serial Number	Date Acquired	Book Cost	Book Net Book Value
Type: G & A (continued)					
M804	HP 700 PRINTER COPIER - BIZHUB	CNDCH140L0 A4FJ011001453	1/28/15	0.01	0.00
			2/26/16	0.01	0.00
			G & A	0.03	0.00

Type: GPS EQUIPMENT

M686	GPS REFERENCE STATION	401-01527/874-0289	4/01/08	0.00	0.00
M692	TOPCON GPS HIPER II ROVER	TOP30-090006-01	9/04/12	9,939.20	0.00
M693	TOPCON 9000S MC2 GPS	757-13093/482-6765	8/31/12	23,490.00	0.00
M640	TOPCON LEGACY E+ BASE STATION	340-0997	3/18/13	3,500.00	146.06
M641	TOPCON LEGACY E+ BASE STATION	340-0999	3/18/13	3,500.00	146.06
M642	TOPCON HIPER GA	251-1432	3/18/13	5,600.00	233.69
M643	TOPCON HIPER GA	384-3497	3/18/13	5,600.00	233.69
M644	TOPCON HIPER GA	384-3498	3/18/13	5,600.00	233.69
M645	TOPCON HIPER GA	457-01197	3/18/13	5,600.00	233.69
M646	TOPCON HIPER GA	457-0237	3/18/13	5,600.00	233.69
M693	TOPCON LEGACY-E BASE STATION	235-1292	5/31/13	1,315.88	62.62
M651	TOPCON HIPER- ROVER	251-1181	10/02/13	2,994.93	370.21
M656	TOPCON PZS-1 RECEIVER	941161	10/03/13	1,285.63	158.92
M204	DATA COLLECTOR - PANASONIC TOUGHPAD	4FTYA04256	7/03/14	0.01	0.00
M205	DATA COLLECTOR - PANASONIC TOUGHPAD	4FTYA04342	7/03/14	0.01	0.00
M206	DATA COLLECTOR - PANASONIC TOUGHPAD	4FTYA04405	7/03/14	0.01	0.00
M207	DATA COLLECTOR - PANASONIC TOUGHPAD	4FTYA04416	7/03/14	0.01	0.00
M208	DATA COLLECTOR - PANASONIC TOUGHPAD	4FTYA04505	7/03/14	0.01	0.00
M209	DATA COLLECTOR - PANASONIC TOUGHPAD	4FTYA04376	7/03/14	0.01	0.00
M624	HIPER V BASE & ROVER	1122-12092 / 1122-12056	1/02/15	16,181.64	5,286.00
M632	TOPCON HIPER LITE BASE & ROVER	3847009	2/26/15	7,501.51	2,694.62
M633	TOPCON MILLIMETER SYSTEM	0W0595/950345	2/26/15	12,538.00	4,503.78
M638	TOPCON MAG BOX	2900238	2/26/15	5,281.36	1,897.12
M211	PANASONIC TP FZ DATA COLLECTOR	5CTSA63113	4/17/15	4,267.17	2,000.23
M210	PANASONIC TP FZ DATA COLLECTOR	FATYA25153	4/17/15	4,133.37	1,937.51
M657	TOPCON GR3 ROVER w/ COLLECTOR	4440443	2/15/16	0.00	0.00
M214	TOPCON HIPER V BASE STATION	1122-18016	8/25/16	14,103.50	9,696.16
M213	TOPCON HIPER V ROVER	1122-18005	8/25/16	14,103.50	9,696.16
M215	TOPCON HIPER V BASE STATION	1122-18017	8/25/16	14,103.50	9,696.16
M216	TOPCON HIPER V ROVER	1122-18026	8/25/16	14,103.50	9,696.16
M218	TOPCON FC-5000 DATA COLLECTOR	181275	8/25/16	0.01	0.00
M219	TOPCON FC-5000 DATA COLLECTOR	181278	8/25/16	0.01	0.00
M696	BASE GPS	1122-20302	5/10/17	15,560.00	13,485.33
M697	ROVER GPS	1122-20303	5/10/17	9,585.64	8,307.55
GPS EQUIPMENT				205,488.41	80,949.10

Type: GPS MACHINE CONTROL

M671(D075)	TOPCON MACHINE GPS	242-1197/290-0160	12/08/05	0.00	0.00
M673(D102)	TOPCON MACHINE GPS	242-1804/290-0393	6/30/06	75,977.43	0.00
M678(DR1)	TOPCON MACHINE GPS	242-2507/290-0247	3/01/08	52,472.10	0.00
M679(1802)	TOPCON MACHINE GPS	242-0460/290-0396	3/01/08	52,472.10	0.00
M680(1802)	TOPCON MACHINE GPS	242-2926/452-0250	3/01/08	52,472.09	0.00
M681(1802)	TOPCON MACHINE GPS	242-3475/452-0258	3/01/08	52,472.09	0.00
M682(D086)	TOPCON MACHINE GPS	242-1492/290-0202	1/01/08	0.00	0.00
M684(D501)	TOPCON MACHINE GPS	242-1229/286-0807	1/01/08	0.00	0.00
M687	TOPCON MACHING GPS	242-1402/290-0417	10/29/08	31,620.32	0.00
M688	TOPCON MACHING GPS	242-2925/290-0334	10/29/08	31,620.32	0.00
M689	TOPCON MACHING GPS	242-2812/285-0243	10/29/08	31,620.31	0.00
M690	TOPCON MACHING GPS	242-2047/290-0212	10/29/08	31,620.31	0.00
M691	TOPCON MACHINE CONTROL 3DMC2	551-0610/373-2177	7/01/10	25,860.00	0.00
M618A	TOPCON PZL-1 MM LASER	OW148/950530	3/24/14	0.01	0.00
M619	SYSTEM 5 GPS MACHINE ELECTRONICS	242-2755/286-0800	1/01/13	0.01	0.00
M618	TOPCON LASER TARGET	255-5172	1/05/15	7,534.03	2,461.11
M622	MC-2 DEERE IGC SYSTEM	1205-10770 / 1175-10611	1/02/15	44,852.40	14,651.79
M621	MC-2 DEERE IGC SYSTEM	1077-11216 / 1175-10257	1/02/15	37,719.00	12,293.54
M639	TOPCON SYSTEM V GPS	290-0326 / 242-2677	2/26/15	9,999.18	4,452.76
M694	TOPCON MC2 GPS SYSTEM	1172-10390/1077-11478	7/27/15	26,215.00	13,209.90
M695	TOPCON MC2 SYSTEM	647-0655	1/18/16	26,215.00	15,155.55

EQUIPMENT LIST BY UNIT

FYE: 12/31/2017

Unit #	Property Description	Serial Number	Date Acquired	Book Cost	Book Net Book Value
<u>Type: GPS MACHINE CONTROL (continued)</u>					
	GPS MACHINE CONTROL			590,741.70	62,224.65
<u>Type: HAUL OFF-ROAD TRUCKS</u>					
H001	CAT 400D ARTICULATED TRUCK	8TF00465	11/01/04	0.01	0.00
H002	CAT 400D ARTICULATED TRUCK	8TF00466	11/01/04	0.01	0.00
H003	CAT 400D ARTICULATED TRUCK	8TF00543	11/01/04	0.01	0.00
H004	CAT 400D ARTICULATED TRUCK	8TF00575	11/01/04	0.01	0.00
H012	CAT 740 ARTICULATED TRUCK	AXM01570	2/20/13	137,300.00	62,712.52
H011	CAT 740 ARTICULATED TRUCK	AXM01276	2/20/13	137,430.00	62,771.90
	HAUL OFF-ROAD TRUCKS			274,730.04	125,484.42
<u>Type: LIGHT VEHICLES</u>					
T147	FORD (96) 2500 P/U TRUCK	1FTHX26P9TEA93727	11/18/02	13,000.00	0.00
T148	2003 FORD F350	1FTSX31P23EC31510	3/14/03	43,507.44	0.00
T097	1999 FORD F350 PU	1FTSX30F8XEE74849	6/10/04	10,000.00	0.00
T006	2005 FORD F350 PU	1FTWX31P95EB71147	12/20/04	35,183.52	0.00
T010	2005 CHEV TRLBLZR	1GNDT13S052303441	1/06/06	21,504.06	0.00
T152	FORD F450 2008 P/U	1FDXX47R78EB05439	5/31/07	53,054.00	0.00
T154	FORD F450 2008 P/U	1FDXX47R58EB05441	5/31/07	53,054.00	0.00
T153	FORD F450 2008 P/U	1FDXX47R38EB05440	5/31/07	53,054.00	0.00
T155	FORD F450 2008 P/U	1FDXX47R78EB05442	5/31/07	53,054.94	0.00
T156	FORD F350 2004 P/U	1FTSX31P64EA05021	7/23/07	28,880.00	0.00
T159	2003 FORD F250 P/U	1FTNX21P03EC64948	5/02/08	22,988.00	0.00
T012	CHEV 2012 2500 PICK-UP	1GC2KVC67CZ347947	9/27/12	35,481.62	10,501.77
T162	FORD F150XL PICK-UP (2010)	1FTFX1EV2AKB98974	3/05/13	17,463.00	7,862.19
T163	FORD F150XL PICK-UP (2010)	1FTFX1EV7AKB98968	3/05/13	17,463.00	7,862.19
T164	DODGE RAM 1500 PU (2005)	1D7HU18D75J575403	4/24/13	17,500.00	980.00
T165	FORD F150XL (2010)	1FTFX1EV5AKB98970	7/24/13	17,455.00	1,157.54
T166	FORD F150XL (2010)	1FTFX1EV5AKB98982	7/24/13	17,964.84	1,191.35
T167	FORD F250 (2013)	1FT7X2B62DEB12444	7/24/13	38,172.20	3,811.91
T135	FORD F450XL DUMP	1FDXX47F93EA78405	6/05/14	10,620.00	6,521.68
T015	2014 CHEV TAHOE SUV	1GNSKBE02ER208351	6/13/14	36,000.00	8,531.07
T169	CHEV SILVERADO 2500 PU	1GC2KXC65CZ211151	6/16/14	36,371.22	15,592.82
T170	FORD F250 PK (2015)	1FT7X2B65FEC58923	3/12/15	34,521.20	19,228.54
T171	FORD F250 PK (2015)	1FT7X2B63FEC58922	3/12/15	34,521.20	19,228.54
T173	FORD F250 2016	1FT7X2B61GEB64586	1/19/16	38,273.64	24,165.11
T172	FORD F250 2016	1FT7X2B6XGEB64585	1/19/16	38,273.64	24,165.11
T018	GMC ENVOY (2007)	1GKDT13S772236448	7/12/16	14,367.27	8,548.53
T019	FORD EDGE (2014)	2FMDK4GC9EBA03483	7/12/16	21,010.00	13,971.65
T020	FORD F250 P/U (2011)	1FTBF2A64BEB11419	12/02/16	15,987.00	12,786.47
T175	LEXUS RX350 (2016)	2T2BZMCA7GC052277	12/13/17	46,290.00	44,747.00
	LIGHT VEHICLES			875,014.79	230,853.47
<u>Type: MACHINE ATTACHMENTS</u>					
	PIN COUPLER 325B	ANH05953	3/14/03	8,520.00	0.00
	PIN COUPLER 312		1/01/03	4,467.05	0.00
M019	72" EXCAVATOR RAKE		2/23/07	6,231.00	0.00
M020	36X73 MECHANICAL THUMB		2/23/07	6,289.00	0.00
A001	GRAPPLE BUCKET 73"	176866	3/06/07	3,322.80	0.00
M301	IDECO PLATE COMPACTOR	210156	4/24/07	8,812.87	0.00
M364	60" BUCKET JD 270C	100472	4/27/07	5,325.00	0.00
M363	48" BUCKET JD 330C	090707	4/27/07	3,400.65	0.00
M365	ASPHALT PLATE COMPACTOR	6599369	6/28/07	1,917.00	0.00
M304	CAT H140Ds HAMMER	BXB00771	12/20/09	9,483.00	0.00
M305	HUSKIE HH1000 HAMMER	7H2-1304	3/10/10	13,500.00	0.00
M303	PALLET FORKS	238475	5/05/10	540.00	0.00
A002	CAT 345 72" BUCKET		1/25/17	9,800.00	7,105.00
A003	JRB SMARTLOC 470G/450D COUPLER	AKR47439	7/28/17	9,397.00	8,418.15
	MACHINE ATTACHMENTS			91,005.37	15,523.15
<u>Type: MAINTENANCE SHOP EOT</u>					
	BAND SAW 6X10"		2/28/02	1,947.10	0.00

EQUIPMENT LIST BY UNIT

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Unit #	Property Description	Serial Number	Date Acquired	Book Cost	Book Net Book Value
Type: MAINTENANCE SHOP EQT (continued)					
M001	CHALLENGER 15K TRUCK LIFT		11/15/02	9,584.38	0.00
	BROWNE & SHARP MILLING MACHINE		12/10/02	1,000.00	0.00
	CLAUSING LATHE MDL 4013	401521	12/10/02	1,000.00	0.00
M974	KELLOGG AMERICAN AIR COMPRESSOR	868270	9/09/04	2,800.00	0.00
	MILLER WELDER	LF230600	7/25/05	2,354.00	0.00
M076	HOBART WELDER	195W507929	8/26/05	600.00	0.00
M975	100 TON PRESS	OTC MDL 1858	1/01/06	12,893.34	0.00
M039	PRESSURE WASHER 3000 PSI	H0106-115981	1/20/06	9,560.00	0.00
M038	PRESSURE WASHER 2000 PSI	223368	1/16/06	3,214.41	0.00
M086	PULLER/PRESS		3/08/06	774.80	0.00
M092	FREON RECOVERY SYSTEM	161320	3/16/06	3,281.94	0.00
M077	A/C RECOVERY RECYCLER	166137	8/03/06	3,705.14	0.00
M012	PARTS WASHER	992170	6/28/06	21,002.38	0.00
M436	PRESSURE WASHER - SILVER EAGLE	5GVFU162X7W001287	6/18/07	13,913.29	0.00
M437	HYSTER 550XL FORKLIFT	C187V0843R	11/27/07	5,000.00	0.00
M439	48' STORAGE CONTAINER	APLU497797-0	11/24/08	2,922.50	0.00
M438	PRESSURE WASHER		8/18/08	0.00	0.00
M440	SOLUS ENGINE SCANNER	276SOP-504800	11/08/10	3,137.88	0.00
	MAINTENANCE SHOP EQT			98,691.16	0.00
Type: MAINTENANCE VEHICLES					
T535	PETERBILT 330 SERVICE TRUCK	2NPNHD7X03M801407	11/25/02	104,371.27	0.00
T150	1999 FORD F450 SERVICE TRUCK	1FDXF46S5XEF11449	8/01/03	16,500.00	0.00
T541	KENWORTH MECHANIC SERVICE TRUCK	3WKMAD8X3XF837457	3/19/07	108,000.00	0.00
T540	KENWORTH MECHANIC SERVICE TRUCK	3WKMAD8X5XF837458	3/19/07	108,000.00	0.00
T157	FORD 2002 F550 FLATBED	1FDAF56F52ED26163	1/24/08	17,956.25	0.00
T542	KENWORTH T-300 LUBE TRUCK	2NKMHD7X33M710133	1/22/08	105,340.00	31,619.46
T168	FORD F550 (2007)	1FDAF57P27EA48532	4/28/14	68,223.96	27,770.02
	MAINTENANCE VEHICLES			528,391.48	59,389.48
Type: MILLING					
M993	WIRTGEN W2100 MILLING MACHINE	09210175	4/29/11	237,526.00	78,444.84
M907	SCALPER 107T	D107T-SC-N-AB2634	10/07/14	112,197.73	64,762.05
	MILLING			349,723.73	143,206.89
Type: OTHER EQT					
M002	RIGID POWER DRIVE	EE10818-LZ2	11/08/02	1,389.55	0.00
M953	DEPTH MASTER	320-10793	9/03/04	2,965.35	0.00
M011	POWERDRIVE		3/27/06	1,251.38	0.00
M096	POWER PONY	04607	4/20/06	1,267.35	0.00
M928	AGL PIPE BLOWER	1-08915	6/09/06	532.50	0.00
M902	GAS MONITOR M40	0808013-430	9/08/08	815.98	0.00
M636	FISHER TW-8800 MF PIPE LOCATOR		5/14/09	0.00	0.00
M903	GAS MONITOR	14060UF-001	6/24/14	0.01	0.00
M905	GAS MONITOR	14060UF-003	6/24/14	0.01	0.00
M904	GAS MONITOR	14060UF-002	6/24/14	0.01	0.00
M906	GAS MONITOR CALIBRATION STATION	14050JD-008	6/24/14	0.01	0.00
M909	TRI-POD RESCUE WINCH	3894815	5/31/17	0.01	0.00
M910	AIR MOVER	1000290	5/31/17	0.01	0.00
M911	AIR MOVER	1000157	5/31/17	0.01	0.00
M141	RETRIEVAL WINCH	17062579	6/30/17	0.01	0.00
	OTHER EQT			8,222.19	0.00
Type: PUMPS					
P240	3" FLYGT PUMP	9410013	5/26/04	1,439.00	0.00
P239	3" FLYGT PUMP	2071	2/11/02	0.00	0.00
P001	RICE TEST PUMP	39913886	11/12/02	1,691.15	0.00
P010	2" STOW PUMP	2805135	7/02/04	500.50	0.00
P306	FLYGT CONTROL BOX	B04-0113	9/01/04	732.72	0.00
P307	FLYGT 3 PHASE FLOAT SYSTEM	1409100000646	8/19/04	789.17	0.00
P309	3" FLYGT PUMP	0340002	8/11/04	4,746.71	0.00
P308	4" FLYGT PUMP	0450001	8/11/04	6,302.67	0.00

EQUIPMENT LIST BY UNIT

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Unit #	Property Description	Serial Number	Date Acquired	Book Cost	Book Net Book Value
Type: PUMPS (continued)					
P017	2" HONDA PUMP	1093035	10/15/04	418.18	0.00
P016	2" HONDA PUMP	3613266	11/05/04	570.81	0.00
P238	4" WHITEMAN PUMP	436411	11/11/04	500.50	0.00
P007	6" WACKER PUMP	585201268	4/04/05	1,144.75	0.00
P021	3" TSURUMI SUB PUMP	B-10045603	1/01/05	127.50	0.00
P300	3" FLYGT PUMP	9840086	2/21/06	2,254.31	0.00
P022	2" FLYGT PUMP	BS232-2T	4/07/06	2,363.24	0.00
P014	2" FLYGT PUMP	0620380	4/25/06	2,121.97	0.00
P311	2" WACKER PUMP	5705263	1/01/07	424.94	0.00
P313	FLYGT FLOAT SYSTEM	1409100000646	5/22/07	1,094.09	0.00
P256	6" FLYGT PUMP	01042026	8/15/07	1,086.00	0.00
P314	3" HONDA PUMP	1293307	5/12/08	507.13	0.00
P319	2" FLYGT PUMP	0960279	1/01/10	2,110.04	0.00
P320	2" FLYGT PUMP	0960278	1/01/10	2,110.04	0.00
P321	2" TSUNAMI PUMP	B-10465434	4/12/10	524.61	0.00
P113	2" FLYGT PUMP	9040262	12/01/12	0.00	0.00
P115	6" GORMAN RUPP PUMP	644016	12/01/12	0.00	0.00
P124	3" GORMAN RUPP PUMP	947794	12/01/12	0.00	0.00
P144	4" FLYGT PUMP	9240537	12/01/12	0.00	0.00
P212	3" HONDA PUMP	6122617	12/01/12	0.00	0.00
P241	3" FLYGT PUMP	9410048	12/01/12	0.00	0.00
P248	3" FLYGT PUMP	9510041	12/01/12	0.00	0.00
P250	SPEED SHORE HYD PUMP		12/01/12	0.00	0.00
P251	TRUTEST PUMP	970902YA	12/01/12	0.00	0.00
P255	6" FLYGT PUMP	9410041	12/01/12	0.00	0.00
P318	2" TSUNAMI	T-6212184	12/01/12	0.00	0.00
P322	TSURUMI 2" PUMP	B-10779165	9/30/13	479.49	0.00
P323	TSURUMI 2" PUMP	B-10779707	9/30/13	479.49	0.00
P024	HONDA 3" PUMP	2016028	11/06/13	571.32	52.35
P018	3" PUMP	WAWJ-1018204	10/16/14	0.01	0.00
P327	2" PUMP	14454902263	12/03/15	0.01	0.00
P328	TSURUMI 2" PUMP	14444752159	12/17/15	0.01	0.00
P329	TSURUMI 2" PUMP	14454904077	12/17/15	0.01	0.00
P026	TSURUMI 2" PUMP	15489614029	4/14/16	0.01	0.00
P027	HONDA 2" PUMP	WABT-3062758	4/14/16	0.01	0.00
P085	PUMP 2"	WABT-3083271	4/29/16	0.01	0.00
PUMPS				35,090.40	52.35

Type: SAWS

M402	STIHL CHAIN SAW	252372855	10/04/02	456.69	0.00
M227	STIHL 12" GAS CUT OFF SAW	164806941	7/26/06	804.08	0.00
M052	CHAIN SAW	268940437	10/16/06	462.24	0.00
M054	HYDRAULIC CHAIN SAW & POWER PACK	2662/1374	3/11/08	2,396.25	0.00
M055	STIHL 14" CUT OFF SAW	167048564	4/29/08	895.50	0.00
M106	14" CUT OFF SAW	168283456	8/21/08	995.43	0.00
M107	12" CUT OFF SAW	020083500811	8/26/09	905.10	0.00
M126	STIHL CONCRETE SAW 14"	169298631	6/14/10	742.50	0.00
M116	14" CONCRETE SAW	173178744	7/20/11	884.52	0.00
M118	CUT OFF SAW 14"	201442500018	10/14/14	0.01	0.00
M121	CUT OFF SAW 12" HUSQVARNA K760	20142601525	10/20/14	0.01	0.00
M122	CUT OFF SAW 14" HUSQVARNA K1260	20142500009	10/20/14	0.01	0.00
M132	CUTOFF SAW 12"	178004335	11/10/14	0.01	0.00
M133	CUT-OFF SAW 14"	20142500036	11/19/14	0.01	0.00
M134	CONCRETE SAW 14"	180018719	9/30/15	0.01	0.00
M135	CUT OFF SAW 12" HUSQVARNA	20154201630	3/16/16	0.01	0.00
M136	CONCRETE SAW 12"	180571821	4/25/16	0.01	0.00
M138	CONCRETE SAW 14"	179899575	4/29/16	0.01	0.00
M139	CHAIN SAW	506626370	5/11/16	0.01	0.00
M140	CONCRETE SAW 12"	181091387	8/01/16	0.01	0.00
SAWS				8,542.42	0.00

Type: SCRAPERS

S102	CAT 627E	7CG00925	4/17/02	194,044.05	15,000.00
S103	CAT 627E	7CG00924	4/17/02	180,165.92	15,000.00
S120	CAT 627E	6GB00693	4/30/04	125,000.00	15,000.00
S121	CAT 627E	6GB00694	4/30/04	125,000.00	15,000.00

EQUIPMENT LIST BY UNIT

FYE: 12/31/2017

Unit #	Property Description	Serial Number	Date Acquired	Book Cost	Book Net Book Value
Type: SCRAPERS (continued)					
S127	CAT 631D	24W02385	2/06/06	0.01	0.00
S129	CAT 631D	24W01165	2/06/06	0.01	0.00
S132	CAT 631D	24W01619	2/06/06	0.01	0.00
S130	CAT 631D	24W01606	2/06/06	0.01	0.00
S131	CAT 631D	24W01607	2/06/06	0.01	0.00
SCRAPERS				624,210.02	60,000.00
Type: SKID-STEER LOADERS					
WL21	CASE 450-3 UNILOADER	N9M400913	1/15/14	22,190.00	10,531.58
WL20	KUBOTA SVL90-2 (2013)	11589	11/19/15	33,207.50	23,333.06
WL25	CASE SR250 UNILOADER	JAFSR250TCM442577	4/18/16	38,500.00	27,371.09
WL26	CASE SR250 UNILOADER	JAFSR250JCM442549	4/18/16	38,500.00	27,859.86
WL27	CASE TV380-T4F TRACK LOADER	JAFTV380KGM416474	11/09/17	43,293.25	41,747.06
SKID-STEER LOADERS				175,690.75	130,842.65
Type: SURVEY EQUIPMENT					
M596	TOPCON GPS TOTAL STATION	1HPR00213/VHD00745	2/15/01	31,933.12	0.00
M008	TOPCON GPS TOTAL STATION	1HPR00781	4/15/03	34,855.74	0.00
M520	MAGN TRAK 102 METAL LOCATOR	102083469	2/03/05	623.50	0.00
M668	TOPCON GPS TOTAL STATION	60840383/66014091	1/31/05	22,575.00	0.00
M614	TOPCON GPS ROVER	295-2529	12/09/05	32,951.25	0.00
M674	TOPCON GPS BASE & ROVER	384-3789/384-3661	10/23/06	0.00	0.00
M675	TOPCON GPS ROVER	384-6545	7/27/07	0.00	0.00
M677	TOPCON GPS ROVER	295-1578	4/26/05	0.00	0.00
M676	TOPCON GPS ROVER	384-6571	7/27/07	0.00	0.00
M660	TOPCON GPS ROVER	295-2523	5/30/08	0.00	0.00
M647	TOPCON ROBOT TOTAL STATION	AF0535	9/26/13	20,941.20	2,588.62
M648	TOPCON ROBOTIC REMOTE	FU0907	9/26/13	6,420.60	793.67
M649	TOPCON DATA COLLECTOR	133714	9/26/13	5,756.40	711.57
M908	KUBOTA UTILITY VEHICLE	C7973	11/05/14	6,220.00	1,873.50
M593	MAGNATRAL 102 MAG LOCATOR	404102136	1/26/15	0.01	0.00
M221	TRIMBLE ROBOTIC TOTAL STATION	61240243	2/23/17	7,300.00	5,475.00
SURVEY EQUIPMENT				169,576.82	11,442.36
Type: TRAILERS FIELD					
F154	83 WELLS CARGO UTILITY TRAILER	1WC20001901029845	1/07/04	700.00	0.00
F110	WELLS CARGO 7X14 CARGO TRAILER	1WC200F23P1059997	6/01/05	2,489.06	0.00
F666	UTILITY TRAILER	4YMUL121X6M030027	2/14/07	1,367.28	0.00
TRAILERS FIELD				4,556.34	0.00
Type: TRAILERS HAUL					
F001	HILBILT 22' END DUMP TRAILER	1H9A3E3A3N1015127	3/31/05	13,500.00	0.00
F100	TALBERT 50 TON 3-AXLE	40FW04837J1007651	9/19/07	38,292.26	7,114.26
F169	VAN TRAILER - WABASH	1JJV452B4KL131883	12/13/07	1,735.00	0.00
F170	VAN TRAILER - WABASH	1JJV482UXLL142326	12/13/07	1,735.00	0.00
F001G	HILBILT DUMP TRAILER (1999)	1H9A3E3A6X1015077	1/01/11	0.01	0.00
F135	HILBILT 22' DUMP TRLR (2006)	1H9A3E3A061015056	8/17/17	22,500.00	21,375.00
TRAILERS HAUL				77,762.27	28,489.26
Type: TRENCH BOXES & STONE SAVER					
SM001	PRO-TEC 5 YD STONE SAVER	SS515657	8/23/02	4,260.00	0.00
TB010	PRO4 8X24 TRENCH BOX	15683	8/16/02	6,972.00	0.00
U004	PRO-TEC 8X16 TRENCH SHIELD		4/11/03	5,772.00	0.00
U005	PRO-TEC 8X16 TRENCH SHIELD		4/11/03	5,772.00	0.00
U006	8X24 PRO6 TRENCH BOX T/W	15207	6/27/03	11,302.50	0.00
U007	8X24 PRO6 TRENCH BOX T/W	16361	6/27/03	11,302.50	0.00
U008	9 CY BEDDING BOX	1498	4/07/04	0.00	0.00
U009	15 CY STONE SAVER	15196	3/31/05	4,354.62	0.00
U010	8X24 TRENCH BOX	M1959	3/10/05	745.86	0.00
U011	8X24 TRENCH BOX	M1523	3/10/05	745.86	0.00

EQUIPMENT LIST BY UNIT #

FYE: 12/31/2017

Unit #	Property Description	Serial Number	Date Acquired	Book Cost	Book Net Book Value
Type: TRENCH BOXES & STONE SAVER (continued)					
U012	8X24 TRENCH BOX	613555	5/31/05	5,766.90	0.00
U013	STONE SAVER	20249	11/18/05	7,348.50	0.00
U014	8X30 TRENCH SHIELD	16266	2/01/07	8,032.44	0.00
U015	8X30 TRENCH SHIELD	20459	2/01/07	8,032.44	0.00
U016	8X16 TRENCH SHIELD	16266	2/01/07	2,447.80	0.00
U017	8X16 TRENCH SHIELD	16266	2/01/07	2,447.80	0.00
U018	8X16 TRENCH SHIELD	16266	2/01/07	12,319.85	0.00
U019	8X24 TRENCH SHIELD	20378	2/01/07	4,570.80	0.00
U020	8X24 TRENCH SHIELD	20712	2/01/07	6,669.30	0.00
U021	8X24 TRENCH SHIELD	20713	2/01/07	6,669.30	0.00
U022	8X12 TRENCH SHIELD	18666	2/01/07	3,486.08	0.00
U023	8X20 TRENCH SHIELD	10260	2/01/07	6,733.30	0.00
U024	8X20 TRENCH SHIELD	19648	2/01/07	6,733.30	0.00
U025	9 CY STONE SAVER	21773	2/01/07	11,407.57	0.00
U026	9 CY STONE SAVER		7/20/07	9,305.97	0.00
U027	8X8 TRENCH SHIELD		7/20/07	4,206.75	0.00
U028	8' X 8' DW TRENCH BOX	23696	1/01/08	0.00	0.00
U029	8' X 8' DW TRENCH BOX	23698	1/01/08	0.00	0.00
U031	6'X24' DW TRENCH BOX	24731	6/28/10	5,818.50	0.00
TRENCH BOXES & STONE SAVER				163,223.94	0.00
Type: TRUCKS HEAVY					
T536	1988 MACK DUMP	2M2B126C51C015408	1/16/03	43,072.16	0.00
T389	06 PETERBILT 378 TRACTOR	1XPFD80X66D886493	6/29/05	108,340.41	0.00
T002G	PETERBILT 378 SEMI-TRACTOR (1996)	1XPFD80X66D886493	1/01/11	0.01	0.00
T546	KENWORTH T-800 (2007)	1XKDD40X37R170065	4/13/15	98,125.00	62,919.59
T390	KENWORTH T800 HEAVY HAUL TRUCK (2015)	1XKDD40X3FJ974993	7/21/16	100,000.00	82,942.71
T547	KENWORTH T800 (2006)	1XKDDU9X86J154492	3/29/17	33,285.00	29,540.44
TRUCKS HEAVY				382,822.58	175,402.74
Type: WATER TRUCKS					
T543	2001 FREIGHTLINER WATER TRUCK	1FVABTALX1HG68052	5/06/10	17,530.00	0.00
T544	MACK RD688S WATER TRUCK	1M2P267YXXM049311	3/05/13	39,058.35	17,584.85
T545	MACK R688ST(89) WATER TRUCK	1M2N187Y7KW029035	6/05/14	24,780.00	13,886.44
WATER TRUCKS				81,368.35	31,471.29
Grand Total				9,126,346.71	2,549,647.21

PLANT AND EQUIPMENT QUESTIONNAIRE

List the equipment which you intend to rent or lease for this contract if awarded to you.

[illegible]

CONTRACT NO. I-17-4688

PLANT AND EQUIPMENT QUESTIONNAIRE

2c) EQUIPMENT TO BE PURCHASED

List the equipment which you intend to purchase for this contract, if awarded to you. Include pneumatic and hydraulic tools, lighting equipment, mobile or portable service/repair equipment, and equipment to be used in maintenance of traffic.

QUANTITY	UNIT	DESCRIPTION, SIZE, CAPACITY, ETC.	MANUFACTURER	YEAR	APPROXIMATE COST
		NONE AT			
		THIS TIME			

CONTRACT NO. I-17-4688

PLANT AND EQUIPMENT QUESTIONNAIRE

3. SUB-CONTRACT WORK

List below the portions of the work which will be performed by subcontractors, the pay items which they relate to, the approximate value of the work to be subcontracted, and the names of firms being considered.

SCOPE OF WORK	RELATED PAY ITEM	% OF TOTAL CONTRACT	APPROX. \$ VALUE	IDENTIFIED CONTRACTOR
SEE ATTACHED				

4. MATERIALS COMMITMENTS

Have you entered into contracts for or received firm offers for the supply of all major materials which meet requirements of the specifications for this project? Yes ☒ No ☐

If your answer is NO, explain fully below or attach an explanation.

3. SUB-CONTRACTOR WORK				
Scope of Work	Related Pay Item	% of Total Contract	Approx \$ Value	Identified Contractor
Semi Cartage	66900200 / X2020410	5.0%	\$ 515,000.00	321 Co.
Semi Cartage	X2020410	2.0%	\$ 225,000.00	ER Bakey Inc.
Box Culvert / CIP Concrete	Multiple	11.5%	\$ 1,200,000.00	Midwest REM
Electrical	Multiple	1.8%	\$ 196,000.00	Hecker
Fencing	Multiple	0.7%	\$ 71,000.00	Northern Contracting
Landscaping	Multiple	5.3%	\$ 553,000.00	Laredo Systems
Tree Clearing	20100500	0.4%	\$ 41,000.00	Homer Tree Service, Inc.

PLANT AND EQUIPMENT QUESTIONNAIRE

5. EXAMINATION OF SITE WORK

Have you carefully inspected the site of the work and evaluated all of the requirements with respect to your capability to provide the resources necessary to complete the work in accordance with those requirements?

YES X NO

6. DOCUMENT REFERENCE

In preparing your Bid did you have available for reference the following contract documents?

The Special Provisions YES X NO

The Contract Plans YES X NO

The IDOT Standard Specifications and Tollway Supplemental Specifications, latest edition as referenced in S. P. 101 YES X NO

Dated at 7:00 AM this 6TH day of FEBRUARY, 2018

LAKE COUNTY GRADING COMPANY, LLC
Name of Organization

By [REDACTED]
MEMBER
Title of Person Signing

STATE OF ILLINOIS)
COUNTY OF LAKE)

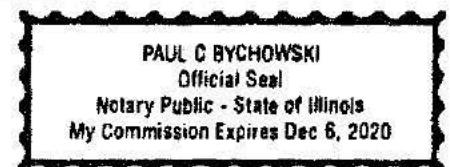
DAVE MESERVEY being duly sworn deposes and says that he/she is A MEMBER
of the above LAKE COUNTY GRADING COMPANY, LLC and that the answers to the questions in the foregoing
Name of Organization

questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to me before this 6TH day of FEBRUARY, 2018

[REDACTED]
Notary Public

My Commission Expires: 12-6-20



CONTRACT NO. I-17-4688

CURRENT CONTRACTUAL OBLIGATIONS

Entries on this sheet are to cover all construction work under contract or verbal performance agreement or pending award to the contractor signing, whether as principal or as sub-contractor and with any owner including the United States government.

WORK NOW UNDER CONTRACT AS PRINCIPAL OR JOINT VENTURE

CONTRACT NUMBER	CONTRACT ENTERED INTO WITH (OWNER OR AGENCY)	VALUE OF WORK UNEARNED	TYPE OF WORK YET TO BE PERFORMED	ESTIMATED COMPLETION DATE
	SEE ATTACHED			

TOTAL UNDER CONTRACT AND UNEARNED

WORK AS SUB-CONTRACTOR

CONTRACTOR	OWNER OR AGENCY	VALUE OF WORK UNEARNED	TYPE OF WORK YET TO BE PERFORMED	ESTIMATED COMPLETION DATE

TOTAL SUBLET AND UNEARNED

LOW BIDS SUBMITTED, OPENED AND NOT APPROVED

CONTRACT NUMBER	OWNER OR AGENCY	VALUE OF WORK UNEARNED	TYPE OF WORK YET TO BE PERFORMED	ESTIMATED COMPLETION DATE

TOTAL OF BIDS PENDING AWARD _____

I hereby certify that, to the best of my knowledge and belief, the above tabulations are true and complete and that my/our latest financial statement is available upon request to verify my/our financial position as of this date.

BIDDER

DATE

SUB-CONTRACTOR

BY: SIGNATURE

SUB-CONTRACTOR

TITLE

Mancillas, Pam

From: Pighini, Ronald
Sent: Wednesday, March 07, 2018 4:09 PM
To: Dvorak, Aubrey; Mancillas, Pam
Subject: FW: 4688 BC 57 - Lake County Grading

Aubrey / Pam,

See below for Lake County Grading's confirmation that the IDOT Affidavit they submitted consisted in total of two pages.

Regards,
Ron P.

From: Dave Meservey [mailto:d_meservey@lccg.com]
Sent: Wednesday, March 07, 2018 3:25 PM
To: Pighini, Ronald
Subject: 4688 BC 57

Ron,
The Affidavit of Availability (BC-57 Form) submitted with the S-Pages for Contract I-17-4688 consists of two pages. The page numbering (1 of 10 and 2 of 10) is incorrect. Those two pages completed the form.

Thank you,
Dave

Dave Meservey - Chief Estimator
Lake County Grading Company, LLC

32901 N. Highway 21, PO Box L
Libertyville, IL 60048
P: 847-362-2590x122
F: 847-362-9460
e: d_meservey@lccg.com

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Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability
For the Letting of 2/6/2018
(Letting date)

Instructions: Complete this form by either typing or using black ink.
"Authorization to Bid" will not be issued unless both sides of this form are
completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owner's estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	
Contract Number	08-0065-02-RS	00769	783	AA GEM	13-370-3F	
Contract With	LCDOT	Wm A Randolph	K-Five	FH Paschen	MWRD	
Estimated Completion Date	10/18	6/18	5/18	6/18	2024	
Total Contract Price	5,019,295.00	5,018,498.00	3,405,684.00	2,579,456.00	9,678,900.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	3,514,756.00				9,678,900.00	13,293,656.00
Uncompleted Dollar Value if Firm is the Subcontractor		183,500.00	2,407,930.00	286,246.00		2,877,676.00
Total Value of All Work						16,171,332.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork	1,339,257.00	86,500.00	1,478,661.00		5,971,900.00	8,876,318.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	326,370.00		929,269.00	286,246.00	150,000.00	1,691,885.00
Highway, R.R. and Waterway Structures						0.00
Drainage	650,000.00	97,000.00			50,000.00	797,000.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	2,315,627.00	183,500.00	2,407,930.00	286,246.00	6,171,900.00	11,365,203.00

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor	Peter Baker	None			Natural Creations
Type of Work	Asphalt Paving				Landscaping
Subcontract Price	678,179.00				2,000,000.00
Amount Uncompleted	667,729.00				2,000,000.00
Subcontractor	Lorig				ATS Bridge
Type of Work	Box Culvert				Boardwalks
Subcontract Price	611,875.00				1,062,000.00
Amount Uncompleted	171,307.00				1,062,000.00
Subcontractor	Gary Weiss				Dunnet Bay
Type of Work	Landscaping				Sheeting
Subcontract Price	365,159.00				145,000.00
Amount Uncompleted	256,340.00				145,000.00
Subcontractor	Clean Cut				TBD
Type of Work	Tree Clearing				Misc
Subcontract Price	40,635.00				300,000.00
Amount Uncompleted	0.00				300,000.00
Subcontractor	DFJ Bridge Corp				
Type of Work	Pedestrian Bridge				
Subcontract Price	66,720.00				
Amount Uncompleted	0.00				
Subcontractor	TCP				
Type of Work	Traffic Control				
Subcontract Price	90,566.00				
Amount Uncompleted	60,841.00				
Subcontractor	Kreative Scape				
Type of Work	Curb & Gutter				
Subcontract Price	142,912.00				
Amount Uncompleted	142,912.00				
Total Uncompleted	1,299,129.00	0.00	0.00	0.00	3,507,000.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 6 day of FEBRUARY, 2018.

Type or Print Name Dave Meservey - Chief Estimator

Officer or Director

Title

Signed

My commission expires: 12-6-18

Company Lake County Grading Company, LLC

Address PO Box L

Libertyville, IL 60048

(Notary Seal)

PAUL C BYCHOWSKI
Official Seal
Notary Public - State of Illinois
My Commission Expires Dec 6, 2020

**Illinois State Toll Highway Authority
PILOT SPECIAL PROVISION
FOR
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

I. POLICY STATEMENT

It is the policy of the Illinois State Toll Highway Authority ("ISTHA" or "Tollway") that qualified and *bona fide* Disadvantaged Business Enterprises (DBEs), as that term is defined herein, have maximum feasible opportunities to participate fully in the performance of all contracts funded and administered by the Tollway. The Tollway seeks to ensure non-discrimination in the award and administration of its contracts and associated subcontracts and that it is not a passive participant in a discriminatory marketplace; to create a level playing field on which DBEs can compete fairly for its contracts; to ensure that its Special Provision is narrowly tailored in accordance with applicable law; to ensure that only firms that meet the eligibility standards are permitted to participate as DBEs; and to help to remove barriers to participation of DBEs in Tollway contracts and associated subcontracts. Consistent with this policy, it is the responsibility of all Contractors for general contracting work and a specific condition of all Tollway contracts to which they are parties to ensure full and fair opportunities for DBEs to compete in contracts funded and administered by the Tollway and to fully comply with this Special Provision.

II. DEFINITIONS

For the purposes of this Special Provision, the following terms shall have the following meanings:

Affiliate of a person or entity means a person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person or entity. In determining Affiliation, the Tollway shall consider all appropriate factors, including common ownership, common management, and contractual relationships.

Broker means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no substantial service other than acting as a conduit between his or her supplier and his or her customer.

Commercially Useful Function means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, or fulfilling responsibilities as a Joint Venture partner.

Contingency Work is the anticipated work within the scope of the project which is included in the project to cover the work of such an uncertain nature that the location or quantity could not be identified prior to awarding the contract.

Core Work is the anticipated work within the scope of the project which is included in the project to cover the work of such a nature that the location and estimated quantity could be identified prior to awarding the contract.

Disadvantaged Business Enterprise ("DBE") means a business currently certified by the Illinois Unified Certification Program ("ILUCP") pursuant to 49 C.F.R. Part 26, or a business currently certified by the City of Chicago, Illinois or the County of Cook, Illinois, as a

Minority or Women-Owned Business ("M/WBE") pursuant to its M/WBE program for construction contracts, Art. IV, § 2-92-650, *et seq.*, as amended, or a business currently certified by the U.S. Small Business Administration (SBA) pursuant to the Small Business Act as an SBA 8(a) business, owned and operated by a socially and economically disadvantaged person. A DBE is considered to have current certification if the firm is listed in the directory database of the pertinent certifying agency.

DBE Joint Venture means an association of two or more persons, or any combination of types of business enterprises and persons numbering two or more, proposing to perform as a single for profit business enterprise, in which each Joint Venture partner contributes property, capital, efforts, skill and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the project and whose share in the capital contribution, control, management, risks, and profits of the Joint Venture are equal to its ownership interest. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationships between the partners and their relationship, risks and responsibility under the contract.

DBE Utilization Plan means the list of currently certified DBEs that the bidder commits will be utilized, including its own participation as a DBE, if applicable, in the scopes of the work and the dollar values or the percentages of the work to be performed pursuant to this solicitation and in conformance with this Special Provision.

Good Faith Efforts means actions undertaken by a Contractor to achieve a DBE contract goal, which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the contract goal.

Mobilization means preparatory work and operations necessary for the movement of personnel, equipment and incidentals to the project site for the establishment of offices, buildings and other facilities necessary for work on the project and for all other work operations which must be performed or costs incurred when beginning work on the project.

Regular Dealer means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a Regular Dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A firm may be a Regular Dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementing of a Regular Dealer's distribution equipment shall be by a long-term lease agreement and not on an *ad hoc* or contract-by-contract basis. Packagers, manufacturer representatives, or other persons who arrange or expedite transactions are not Regular Dealers.

III. CONTRACTOR ASSURANCE

The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of any protected category identified by law in the performance of this contract. Failure by the Contractor to carry out these

requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Tollway deems appropriate.

IV. DBE CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR

This contract includes a specific DBE utilization goal of 20% of the Core Work of the contract. The goal reflects the estimated availability of DBEs to perform the scopes of work of this contract, including as a prime Contractor. Consequently, in addition to the other award criteria established for this contract, ISTHA will award this contract to a bidder who either meets this goal or who demonstrates its good faith efforts to do so. The participation of DBEs will be calculated on the amount of the Core Work, not Contingency Work identified in the bid documents. **The Contractor's DBE commitment will be assessed for any and all Extra Work Orders (EWO) and Change Orders (CO) at the time such orders are issued.**

V. DBE, M/WBE and SBA 8(a) LOCATOR REFERENCES

Bidders should consult the Illinois Unified Certification Program ("ILUCP") DBE Directory as a reference source for DBEs and the City of Chicago, the County of Cook M/WBE directories as reference sources for M/WBEs in construction certified by the City of Chicago or the County of Cook, or the Small Business Administration SBA 8(a) directory for SBA 8(a)s certified by the Small Business Administration. Only firms certified by the IL-UCP, the City of Chicago, the County of Cook, or the Small Business Administration **at the time of bid opening** are eligible to be considered for contract award to either meet the contract goal or establish the bidder's good faith efforts to do so.

These directories are to be used as an informational source only. Certification does not mean that a firm is in any way prequalified to provide the products and/or services in its certification specialty. "Certification" means that the ILUCP, the City of Chicago, the County of Cook, or the Small Business Administration has determined, on the basis of information provided and the representations therein, that a business is a *bona fide* DBE. The ILUCP, the City of Chicago, the County of Cook or the Small Business Administration does not, as a result of listing, make any representation concerning the ability of any listed firm to perform work in the specialty listed. The Tollway does not, through its use of and referral to ILUCP DBE, the City of Chicago, the County of Cook MBE/WBE, and the Small Business Administration SBA 8(a) lists, make any representation concerning the ability of any listed firm to perform work in its certification specialty. The bidder must conduct its own due diligence regarding the capabilities of certified firms to perform the work of the contract.

VI. BIDDING PROCEDURES

Compliance with the bidding procedures of this Special Provision is required as provided in this Special Provision prior to the award of the contract. The failure of the as-read low bidder to comply will render the bid non-responsive.

A. Submission of the Disadvantaged Business DBE Utilization Plan, DBE Form 2026-Pilot

A bidder must submit a Disadvantaged Business DBE Utilization Plan on ISTHA DBE Form 2026-Pilot **with the bid submission.**

The only exception to this requirement is the case where a prime bidder is also a DBE, is certified to perform a portion of the contract work as indicated on the DBE's Certification submitted at time of bid, and will meet the DBE goal via a self-performance requirement on the contract greater than or equal to the DBE goal for the contract. If the bidder is a DBE Joint Venture, each Joint Venture partner must provide the attestation to the DBE Utilization Plan, Form 2026-Pilot.

Otherwise, if the DBE Utilization Plan is not submitted at time of bid, then the bid will be deemed non-responsive. If the bid is deemed non-responsive due to a failure to submit a DBE Utilization Plan or failure to comply with the bidding procedures set forth herein, ISTHA may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids.

The DBE Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or demonstrate and document its good faith efforts to meet the goal. The DBE Utilization Plan will also require the name of each DBE firm proposed for use on the contract along with a brief scope of work and dollar amount to be assigned to the DBE. The DBE Utilization Plan shall further provide the name, telephone number, and email address of a responsible official of the bidder designated for purposes of notification of DBE Utilization Plan approval or disapproval under the procedures of this Special Provision.

Any agreement between a Contractor and a DBE or other subcontractor in which the Contractor requires that the DBE not provide subcontracting quotations to other Contractors is prohibited.

B. Submission of the DBE Participation Commitment Statement, DBE Form 2025-Pilot

The Utilization Plan must be supported by the submission of a detailed DBE Participation Commitment Statement, Form 2025-Pilot, for each DBE proposed for the performance of work to achieve the contract goal by 5:00 p.m. of the fifth calendar day after email notification to the prime from the Tollway of low apparent bidder status.

The submission of DBE Form 2025-Pilot should be via email to DBE@getipass.com.

In no case should a Contractor remove, replace, or change the commitment to a DBE listed in the initial Utilization Plan Form 2026-Pilot without prior written consent of ISTHA. Under no circumstances is the bidder allowed to change the amount of the core bid submitted or any other documentation unrelated to this special provision.

The signatures on these forms must be original signatures. All elements of information indicated on Form 2025-Pilot must be provided, including but not limited to:

1. The name and address of each DBE to be used;
2. A full description, including pay item numbers for DBEs or associated pay items for trucking services, of the commercially useful function to be performed by each DBE. Descriptions such as "miscellaneous" and prices such as "lump sum" are not acceptable. Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time that those pay items have been confirmed as required work of the contract.

Direct Allowance items will not be approved toward DBE participation in the DBE Utilization Plan.

Mobilization costs should be included in the cost of the pay item for which it is associated rather than as a separate pay item on the DBE Utilization Plan, DBE Form 2025-Pilot for DBE subcontractors.

If the DBE is the Prime Contractor, the Mobilization pay item may be approved toward DBE participation in the DBE Utilization Plan.

3. The price to be paid to each DBE for the identified work, specifically stating the quantity, unit price and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, the Form must indicate the portion of each item, a unit price where appropriate and the subcontract price amount;

4. A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform a commercially useful function on the project; and

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

If the bidder is unable to meet the goal, it must demonstrate it made good faith efforts to do so, as described in this Special Provision and detailed in subsection D below.

The contract will not be awarded until the DBE Utilization Plan, including if applicable, the bidder's good faith efforts to meet the goal, is approved by ISTHA. The DBE Utilization Plan will be approved if it demonstrates that DBEs will be used to perform a commercially useful function sufficient to meet the contract goal, or that the bidder made sufficient good faith efforts, as defined in this Special Provision, to meet the goal.

B. Counting DBE Participation

The DBE Utilization Plan's DBE commitments represent work expected to be performed and paid for upon satisfactory completion. ISTHA is only able to count toward the achievement of the contract goal the value of payments made for the work actually performed by DBEs. The Tollway will count DBE participation, and the Contractor will receive credit towards meeting the DBE contract goal, as follows:

1. The entire amount of that portion of work that the DBE is certified to perform, as indicated on the DBEs Letter of Certification, and that is performed by the DBE's own forces either as the Contractor or a subcontractor shall be counted, including the cost of supplies and materials obtained by the DBE for the work of the contract, and supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE purchases or leases from the prime Contractor or the prime Contractor's Affiliate). **Work that the DBE subcontracts to a non-DBE does not count toward the DBE goal.**

2. The entire amount of fees or commissions charged by a DBE for providing a *bona fide* service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, shall be counted, provided the fee is reasonable and not excessive as compared with fees customarily charged for similar services.

3. One hundred percent of the cost of trucking services utilized on the contract shall be counted, provided the DBE is responsible for the management and supervision of the entire

trucking operation for which it is responsible. At least one truck owned, operated, licensed and insured by the DBE must be used on the contract. Credit will only be applied for trucking activity to and from the ISTHA job site. Credit will be given for the following: (1) the DBE may lease trucks from another DBE, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract. (2) The DBE may also lease trucks from a non-DBE, including from an owner-operator. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE for trucks that are leased from a non-DBE.

4. When a DBE performs as a participant in a Joint Venture, only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the Joint Venture's contract that is performed by the DBE with its own forces and for which it is separately at risk, shall be counted. A Joint Venture may also count the dollar value of work subcontracted to DBEs other than the DBE Joint Venture partner(s). Work performed by the forces of the non-DBE joint venture partner shall not be counted toward the DBE goal. The Tollway will evaluate the Joint Venture agreement, which must be submitted with the DBE Utilization Plan, for conformance with this Special Provision and eligibility for credit towards meeting the goal. The agreement must describe in detail the financial contribution of each partner; the list of personnel and equipment contributed and used by each partner; the responsibilities of each partner for each aspect of the joint venture; if applicable, the bonding capacity of each partner; if applicable, the prequalification status of each partner; the basis and distribution of all profits and losses; and any other elements deemed relevant by the Tollway.

5. One hundred percent of the cost of the materials obtained from a DBE Manufacturer, as that term is defined in 49 C.F.R. § 26.55(e) shall be counted towards the DBE contract goal. Sixty-percent of the cost of the materials or supplies obtained from a DBE Regular Dealer or Supplier, as those terms are defined in 49 C.F.R. § 26.55(e), shall be counted towards the DBE contract goal. One hundred percent of the fees or transportation charges for the delivery of materials or supplies required on a job site shall be counted towards the DBE contract goal only if the payment of such fees is a customary industry practice and are commensurate with fees customarily charged for similar services.

6. One hundred percent credit will be counted towards the DBE contract goal for the value of fees and commissions for the procurement of materials and supplies if the DBE is not a regular dealer or manufacturer, provided such fees or commissions are determined by the Tollway in its sole discretion to be reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials or supplies themselves shall be counted towards the contract goals.

7. If a firm's certification is revoked by its certifying agency during its performance on a contract, the dollar value of work performed under this contract with that firm after it has ceased to be certified shall not be counted.

If a DBE graduates from its respective certification program, based upon exceeding the firm size or personal net worth limitations after this contract is awarded, the firm's participation will be counted towards meeting the goal on this contract.

In determining achievement of the contract goal, the participation of a DBE shall not be counted until that amount has been paid to the DBE.

C. Demonstrating Commercially Useful Function

Only expenditures to a DBE that is performing a Commercially Useful Function shall be counted. To determine whether a DBE is performing a Commercially Useful Function, the Tollway will evaluate the amount of work subcontracted, industry practices, whether the amount the DBE is to be paid under the contract is commensurate with the work it is actually performing and other relevant factors. A DBE performs a commercially useful function when it is responsible for the execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.

1. To perform a commercially useful function, the DBE must be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

2. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, ISTHA will examine similar transactions, particularly those in which DBEs do not participate.

3. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, ISTHA will presume that the DBE is not performing a commercially useful function. When a DBE is presumed not to be performing a commercially useful function as provided in this section, the DBE and the Contractor may present evidence to rebut this presumption.

D. Extended Documentation Period for Low Apparent Bidders with a DBE Commitment Below the Advertised DBE Goal

Each Contractor identified as the low bidder who has a DBE commitment less than the advertised DBE goal shall be allowed, upon email notification from the Tollway, an extended documentation period which will extend until 5:00 pm CT on the second business day after the day the notification is sent (e.g. if a bidder is notified on Monday, extended documentation period concludes on Wednesday at 5pm). The extended documentation period allows Contractors solely to supplement their initial Utilization Plan to add DBE participation to meet the stated DBE participation goal or to demonstrate additional good faith efforts in obtaining DBE participation. The Contractor may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The Contractor shall submit an amended DBE Utilization Plan if additional DBE commitments to meet the contract goal are secured by the end of the extended documentation period. If additional DBE commitments sufficient to meet the advertised contract goal are not secured, the Contractor shall report the final good faith efforts made during the extended documentation period along with a request for a waiver pursuant to subsection E of this section. All additional efforts taken by the bidder before and during the extended documentation period will be considered as part of the Contractor's good faith efforts.

The extended documentation period is intended to allow Contractors that have made a good faith effort to secure DBE participation an opportunity to meet the stated contract goal. Contractors are expected to have utilized good faith efforts in compiling their initial

DBE Utilization Plan, and the DBE participation indicated in the initial DBE Utilization Plan should reflect the participation the Contractor could achieve through good faith efforts. The extended documentation period should not be used to secure significantly higher DBE participation only after being identified as the low bidder. In no case should a Contractor remove or replace a DBE listed in the initial Utilization Plan without prior written consent of ISTHA. Under no circumstances is the bidder allowed to change the amount of the core bid submitted or any other documentation unrelated to this special provision. When ISTHA determines that a Contractor, either through a pattern of conduct or with respect to a single bid, has failed to discharge its good faith efforts obligations in this intended fashion, ISTHA, in its discretion, may reject the bid outright without allowing the bidder to take advantage of the extended documentation period.

E. Good Faith Efforts Procedures

If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the DBE Utilization Plan its good faith efforts to meet the goal, including any DBE participation secured as detailed in Form(s) 2025-Pilot, using the Good Faith Efforts Contact Log and Checklist, DBE Form 2023. If the DBE contract goal was not achieved by a bidder, the bidder must submit its good faith efforts documentation, including the DBE Form 2023. Documentation submitted after bid opening, except as provided for in Section D above, will not be accepted or reviewed.

Demonstrating good faith efforts means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those that could reasonably be expected to obtain sufficient DBE participation. ISTHA will consider the quality, quantity and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

If ISTHA determines that the Contractor has made a good faith effort to secure the work commitment of DBEs to meet the contract goal, ISTHA will award the contract provided that the bidder is otherwise eligible for award and award is in the Tollway's best interest.

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

1. Soliciting through all reasonable and available means (e.g., attendance at DBE Networking Sessions sponsored by ISTHA, pre-bid meetings, advertising and/or written notices) the interest of all DBEs that have the capability to perform the work of the contract. A list of certified DBEs in the trades considered to determine the contract goal may be provided by the Tollway, but should not be considered exhaustive, and other firms may be available for solicitation by the bidder. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation, but in any event, no later than 5 calendar days prior to the bid submission date. At least two methods of solicitation of DBEs must be used (e.g., email and fax). The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow-up initial solicitations.

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

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

4. Negotiating in good faith with interested DBEs.

a. Making a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, e mail address and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

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

5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the contract goal.

6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the Tollway or the Contractor.

7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

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

In determining whether a bidder made good faith efforts, ISTHA may take into account the performance of other bidders in meeting the contract goal or of bidders in meeting the goal on contracts of a similar nature. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, ISTHA will review whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, ISTHA may view this, in conjunction with other factors, as

evidence of the apparent successful bidder having made good faith efforts.

A bidder that rejected a DBE based on price must provide to ISTHA all quotes received for the scope of work proposed by the DBE from all firms, including non-DBEs.

The bidder may request administrative reconsideration of a pre-final determination on its DBE Utilization Plan adverse to the bidder by filing a request within five working days after the notification date of the determination, by delivering the request to the Illinois State Toll Highway Authority, Diversity and Strategic Development Department, 2700 Ogden Avenue, Downers Grove, Illinois 60515-1703, DBE@getipass.com, (630) 241-6800 ext. 3204. Submission via e-mail is acceptable. Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not received within the five-day period.

A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered consent by the bidder to extend the time for award. The request will be forwarded to ISTHA's Chief of Diversity and Strategic Development. The Chief of Diversity and Strategic Development may extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. Such meeting shall extend the time for a decision. After the review by the Chief of Diversity and Strategic Development, the bidder will be sent a written decision within 10 working days after receipt of the request for reconsideration or the date of the meeting, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Chief of Diversity and Strategic Development that a good faith effort was made shall approve the DBE Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid non-responsive. The administrative reconsideration procedures described in this section are not intended to allow a bidder to have an additional opportunity to submit a new DBE Utilization Plan or evidence of additional good faith efforts performed after bid submission.

VII. CONTRACT COMPLIANCE

A. Forms to be Submitted

All work indicated for performance by an approved DBE shall be performed, managed and supervised by the DBE executing the DBE Form 2025-Pilot - Participation Statement.

To receive a notice to proceed, the Contractor must submit for the Tollway's review signed subcontracts with all DBEs proposed to meet the goal within 20 calendar days of award.

A Contractor that seeks credit for the use of DBE trucking services must submit an affidavit attesting to compliance with this Special Provision for counting trucking costs on Form 2024. Form 2024 must be submitted when the contract is 25 percent, 50 percent, 75 percent and 100 percent completed. The Contractor must issue separate checks to trucking firms for each Tollway project by job number and associated pay item, not include multiple contracts on one payment.

B. Changes to the DBE Utilization Plan

The Contractor may not make changes to its contractual DBE commitments, substitute a DBE subcontractor or make any other changes to the DBE Utilization Plan without the prior written approval of the Tollway's Diversity and Strategic Development Department.

Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the Contractor's own forces, shall be a violation of this Special Provision and a breach of the contract.

If a Change Order or Extra Work order is issued by the Tollway or Contingency Work is authorized, the Contractor, in ISTHA's discretion, may be required to amend its DBE Utilization Plan to reflect the recalculated DBE dollars and any percentage change in the goal. The DBE contract goal may change in the Tollway's discretion to reflect a Change Order or Extra Work Order or the authorization of Contingency Work.

The facts supporting the request for changes to the DBE Utilization Plan must not have been known or reasonably could not have been known by the parties prior to entering into the subcontract. The Contractor must negotiate in good faith with the subcontractor to resolve the problem. If requested by either party, the Tollway shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the DBE can be substituted only where agreement cannot be reached for a reasonable price or reasonable schedule for the correct scope of work.

Substitutions of a DBE subcontractor shall be permitted only under the following circumstances:

1. Unavailability after receipt of reasonable notice to proceed;
2. Failure of performance;
3. Financial incapacity;
4. Refusal by the subcontractor to honor the bid or proposal price or scope or schedule;
5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
6. Failure of the subcontractor to meet insurance, licensing or bonding requirements;
7. The subcontractor's withdrawal of its bid or proposal; or
8. Decertification of the subcontractor as a DBE, other than on the basis of its exceeding firm size or personal net worth limits.

If it becomes necessary to substitute a DBE or otherwise change the DBE Utilization Plan, the Contractor must notify the Diversity and Strategic Development Department in writing of the request to substitute a DBE or otherwise change the DBE Utilization Plan. The request must state specific reasons for the substitution or change. A letter from the DBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request. Any refusal by the DBE to provide such a letter must be documented by the Contractor. The Diversity and Strategic Development Department will approve or deny a request for substitution or other change in the DBE Utilization Plan in writing within 5 working days of receipt of the request.

Where the Contractor has established the basis for the substitution to the Tollway's satisfaction, it must make good faith efforts to meet the contract goal by substituting a DBE subcontractor. Documentation of a replacement DBE, or of good faith efforts, must meet the requirements in Section VI.D. If the contract goal cannot be reached and good faith efforts have been made, the Contractor may substitute with a non-DBE.

If the Contractor plans to hire a subcontractor for any scope of work that was not previously

disclosed in the DBE Utilization Plan, the Contractor must obtain the approval of the Diversity and Strategic Development Department to modify the DBE Utilization Plan and must make good faith efforts to ensure that DBEs have a fair opportunity to bid on the new scope of work.

A new subcontract, a new Form 2025-Pilot for the substituted DBE (if applicable) and an amended DBE Utilization Plan must be executed and submitted to the Diversity and Strategic Development Department within 5 working days of the Contractor's receipt of the Tollway's approval for the substitution or other change.

C. The submission of the DBE Payment Report

Form 2114, the DBE Payment Report, or such other form or format as specified by the Tollway, must be submitted as specified in the DBE Form 2114 instructions. Payment will not be accepted nor processed without a completed DBE Form 2114 as part of its submission as required.

The Contractor shall maintain a record of payments to DBEs and all other subcontractors and suppliers for work performed. The records shall be made available to ISTHA for inspection and copying upon request. After the performance of the final item of work or delivery of material by a DBE and final payment to the DBE by the Contractor, but not later than thirty (30) calendar days after payment has been made by ISTHA to the Contractor for such work or material, the Contractor shall submit a DBE Final Payment Report on ISTHA DBE Form 2115 to the Construction Manager. If full and final payment has not been made to the DBE, the Report shall indicate whether a disagreement concerning the final payment exists between the Contractor and the DBE or if the Contractor believes that the DBE's work has not been satisfactorily completed.

ISTHA reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment, including retention, shall not be made on the contract until such time as the Contractor submits DBE Form 2115 in accordance with this Special Provision or as otherwise directed by the Tollway.

VIII. SANCTIONS

The Tollway will periodically review the Contractor's compliance with this Special Provision and the terms of its contract with the Contractor, including the DBE Utilization Plan. Without limitation, the Contractor's failure to comply with this Special Provision or its DBE Utilization Plan, failure to cooperate in providing information regarding its compliance with this Special Provision or its DBE Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status of DBEs, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and may result in damages to the Tollway. Such breach or damages entitle the Tollway to declare a default, terminate the contract, impose liquidated damages or exercise those remedies provided for in the contract or at law or in equity.

Sanctions may include, but are not limited to, monetary sanctions, including non-release of retainage; the monetary cost of audits resulting in findings of noncompliance; liquidated damages based on the damage to the Tollway from the Contractor's lack of good faith efforts and failure to meet the other requirements of this Special Provision in an amount up to the monetary difference between the amount committed to by the Contractor in its DBE Utilization Plan and the amount actually paid to DBEs; deeming the Contractor non-

responsible with respect to future business with the Tollway; and any other sanctions as are permitted by law.

In imposing sanctions, the Tollway will consider the *bona fide* efforts of the Contractor to meet the DBE goal, its history of good faith efforts on other Tollway contracts, the size of the contract, the degree to which the Contractor fell below the DBE goal, and other factors deemed relevant by the Tollway.

The Contractor may appeal the decision to impose sanctions within 5 working days of its receipt of the written decision by filing an appeal in hard copy or electronic format with the Illinois State Toll Highway Authority's Sanctions Committee. Actual delivery of the hard copy and electronic formats within the 5 business days is required and mere posting by mail within that period is not sufficient. An appeal may provide additional documentation and/or arguments and request an oral presentation to the Tollway's Sanctions Committee. The Tollway's Sanctions Committee shall notify the Contractor in writing of the final determination and the basis for the determination within 10 working days after receipt of the appeal or after the date of the oral presentation by the Contractor, whichever is later. The Contractor may appeal an adverse decision within 5 working days of receipt of the final determination to the Executive Director by filing an appeal in hard copy and electronic format to the Illinois State Toll Highway Authority, Executive Director, 2700 Ogden Avenue, Downers Grove, Illinois 60515-1703, DBE@getipass.com. The Executive Director or his/her designee, which designee shall not be employed within the Tollway's Diversity Department, may solicit information from the Contractor, the Diversity and Strategic Development Department, the Chief of Diversity and Strategic Development, the Law Department, Internal Audit, the Procurement Department, and anyone else in his/her discretion, and shall render a final decision on the Contractor's appeal within 30 calendar days.

IX. INACCURATE OR FRAUDULENT REPORTING

The Contractor has a duty to accurately report information pursuant to this Special Provision. A Contractor who fails to supply accurate information is subject to sanctions imposed by the Tollway. A Contractor who intentionally supplies inaccurate information may be subject to civil and/or criminal sanctions.

X. OTHER REGULATIONS

The adherence to the DBE goal does not abrogate other responsibilities of the Contractor to comply with affirmative action requirements under federal or state law, municipal ordinance, prevailing government regulations or terms contained elsewhere in the Contract.

CONTRACT NUMBER:

1-17-4688

PRIME CONTRACTOR:

CONTACT NAME-

CONTACT PHONE NUMBER:

CONTACT E-MAIL:

Check one:

- ☐ Contractor will meet or exceed the DBE Contract Goal and will provide Disadvantaged Business Participation as presented below.
- ☐ Contractor will meet or exceed the DBE Contract Goal because PRIME BIDDER IS A DBE.
- ☐ Contractor requests a waiver of the DBE Contract Goal.

The bidder is requesting the contract Goal be accordingly modified or waived. Attached is all information required by the Special Provision in support of this request, including Good Faith Efforts - Form 2023.

DOLLAR AMOUNT OF WAIVER REQUEST:

PERCENTAGE OF WAIVER REQUEST:

Instructions to Bidders:

1. Bidders are required to comply with the Special Provision.
2. Submit only one DBE Utilization Plan for each Project.
3. This Utilization Plan, Form 2026-Pilot must:
 - be submitted with the bid or the bid may be deemed non-responsive
 - be an accurate representation of work and pricing agreed upon between the prime and the DBE firm prior to bid submission
4. The Participation Statement(s) (DBE Form 2025-Pilot), with original signatures, pay item description and pricing are to be submitted to Tollway Diversity at dbef@tollpass.com by 5 p.m. on the fifth calendar day after notification to the prime by the Tollway of apparent low bidder status.
5. Each company listed on the Utilization Plan and subsequent Participation Statement must be listed in a certifying agency's database as stipulated in the Special Provision at the time of bid submission to be considered acceptable for DBE credit.
6. In no case should a Contractor remove, replace or reduce the commitment to a DBE listed in the initial Utilization Plan on the Participation Statement without prior written consent of ISTHA. Under no circumstances is the bidder allowed to change the amount of the core bid submitted or any other documentation unrelated to this special provision.

[illegible]

For e-bid: the submission of form 2026-PILOT constitutes signature of this form.

For hardcopy: signature required.

Signature

Date _____

ILLINOIS STATE TOLL HIGHWAY AUTHORITY
VOSB FORM 2026-PILOT - UTILIZATION PLAN

CONTRACT NUMBER:

I-17-4688PRIME CONTRACTOR: Lake County Grading Company, LLCCONTACT NAME: Dave MeservyCONTACT PHONE NUMBER: 847-362-2590CONTACT E-MAIL: d_meservy@lccg.com

Check one:

- ☒ Contractor will meet or exceed the VOSB Contract Goal and will provide Disadvantaged Business Participation as presented below.
- ☐ Contractor will meet or exceed the VOSB Contract Goal because PRIME BIDDER IS A VOSB.
- ☐ Contractor requests a waiver of the VOSB Contract Goal.

The bidder is requesting the contract Goal be accordingly modified or waived. Attached is all information required by the Veteran Small Business Participation and Utilization Plan - Construction in support of this request, including Good Faith Efforts - Form 2023.

DOLLAR AMOUNT OF WAIVER REQUEST: _____

PERCENTAGE OF WAIVER REQUEST: _____

Instructions to Bidders:

- Bidders are required to comply with the Veteran Small Business Participation and Utilization Plan - Construction - Pilot.
- Submit only one Veteran Utilization Plan for each Project.
- This Utilization Plan, Form 2026-Pilot must:
 - be submitted with the bid or the bid may be deemed non-responsive
 - be an accurate representation of work and pricing agreed upon between the prime and the Veteran firm prior to bid submission
- The Participation Statement(s) (VOSB Form 2025), with original signatures, pay item description and pricing are to be submitted to Tollway Diversity at dbcr@getpass.com by 5 p.m. on the fifth calendar day after notification to the prime by the Tollway of apparent low bidder status.
- Each company listed on the Utilization Plan and subsequent Participation Statement must be listed in a certifying agency's database as stipulated in the Special Provision at the time of bid submission to be considered acceptable for Veteran credit.
- In no case should a Contractor remove, replace or reduce the commitment to a Veteran firm listed in the initial Utilization Plan on the Participation Statement without prior written consent of ISTHA. Under no circumstances is the bidder allowed to change the amount of the core bid submitted or any other documentation unrelated to this special provision.

VOSB UTILIZATION PLAN		
VOSB Firm Name	Scope of Work Brief description of overall work to be performed	VOSB - Amount (\$) If supplier, enter 60% credit amount.
EB Bakey, Inc.	Trucking	\$204,600.00
	TOTAL	\$204,600.00 \$0.00

For e-bid: the submission of form 2026-PILOT constitutes signature of this form.

For hardcopy: signature required.

Signature

February 6, 2018

Date

Form 2026-Pilot 10/2017



Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025-Pilot - DBE PARTICIPATION STATEMENT FORM

CONTRACT #	I-17-4688
------------	-----------

DBE FIRM NAME	
CIRCLE ALL THAT APPLY	DBE MBE WBE SBA B(A)

CHECK ALL THAT APPLY					
PRIME	JV PARTNER	SUBCONTRACTOR	TRUCKER	SUPPLIER	MANUFACTURER

SUBCONTRACTOR	TIER 1 (SUB TO PRIME): Y N	TIER 2 OR BELOW: Y N	UNDER CONTRACT TO:
---------------	----------------------------	----------------------	--------------------

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. This form is due to the Tollway by 5:00 pm on the fifth calendar day after notification to the prime by the Tollway as low apparent bidder to dbe@getipass.com. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on DBE FIRM letterhead.

PAY ITEM NO.	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) (reduce to 80% of contract amount if firm is a SUPPLIER)
TOTALS FOR THIS DBE FIRM:						

1. PARTIAL PAY ITEMS: For any of the above ITEMS that are partial pay items, specifically describe the work and subcontract dollar amount.

2. COMMITMENT: The undersigned certify that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understand that NO CHANGES to the type or scope of work performed by the DBE may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the DBE on this contract and the payment thereto must be provided to ISTHA's Department of Diversity and Strategic Development. The Prime Contractor will not assign any of the contract items listed above to a firm other than the DBE identified below without ISTHA's prior written approval. The Prime Contractor must request, in writing, approval by ISTHA's Diversity and Strategic Development Department of any proposed amendment to the type or scope of work to be performed by the DBE no later than three business days from the date the Prime Contractor becomes aware of the circumstances supporting the request. Failure to receive written approval prior to a change in type or scope is a violation of the Special Provision for DBE Participation and can subject the contractor to contract sanctions.

Signature for Prime Contractor _____ Title _____
Date: _____
Contact: _____
Phone: _____
Firm Name _____
Address: _____

Signature for DBE Contractor _____ Title _____
Date: _____
Contact: _____
Phone: _____
Firm Name _____
Address: _____

ISTHA - 4688 DBE Form 2025-Pilot - TEMPLATE - 082827

CONTRACT # I-17-4688



DBE FORM 2023

Demonstration of Good Faith Efforts to Achieve DBE Subcontracting Goal

If the DBE contract goal was not achieved, the Good Faith Efforts checklist and contacts log must be submitted with the bid. Failure to do so may render the bidder's solicitation response non-responsive and cause it to be rejected, or render the bidder ineligible for contract award, at ISHTA's sole discretion. The bidder must provide all evidence relied upon in support of its Good Faith Efforts with its bid.

Good Faith Efforts Checklist

Insert on each line below the initials of the authorized bidder representative who is certifying the bidder has completed the activities described below. If any of the items were not completed, attach a detailed written explanation. If any other efforts were made to obtain DBE participation in addition to the items listed below, attach a detailed written explanation.

- _____ Identified portions of the contract work capable of performance by available DBEs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation even when the bidder could perform those scopes with its own forces.
- _____ Solicited through reasonable and available means (e.g., pre-bid meetings, networking session, written notices, advertisements) DBEs to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.
 - ILUCP DBE Directory:
<http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>
 - City of Chicago's M/WBE Directory:
<https://chicago.mwdbe.com/FrontEnd/VendorSearchPublic.asp?TN=Chicago>
 - County of Cook, IL's M/WBE Directory:
<http://www.cookcountyil.gov/mbewbevbe-directory/>
 - Small Business Administration's SBA 8(a) Directory:
http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm
- _____ Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage DBEs to submit bids.
- _____ Negotiated in good faith with interested DBEs that submitted bids and thoroughly investigated their capabilities.
- _____ Made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).
- _____ Utilized resources available to identify available DBEs, including but not limited to DBE assistance groups; local, state and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

Affidavit of Truthfulness: Signature below affirms accuracy of Good Faith Efforts and authority to provide above information

Print Name: _____ Phone contact: _____
Position: _____ E-mail address: _____
Signature: _____ Date: _____

Date: 2/6/2018
 To: Contact Name:
 Contractor Company Name: Lake County Grading Company
 From: Lynnette Robinson
 DBE Project Specialist

Please note in accordance with the Procurement code (30 ILCS 500), section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a sub-contract, if it, or any affiliate, is delinquent in the payment of any debt to the State, unless the person or affiliate has entered into a deferred payment plan to pay off the debt. (Procurement reform bill can be referenced on the Illinois Tollway website)

Subject:	DBE Plan Review	Date Original Plan Submitted:	2/6/2018	Revision #	0
Contract #	I-17-4688	Established DBE Goal:	20.00 %		
Contract Description:	Elgin O'Hare Western Access Tollway, Advance Earthwork Grading Phase II, Western Access (I-490) from Supreme Drive to Old Higgins Road, M.P. 3.6 to M.P. 5.5				

☒ Contractor's plan as submitted meets the established DBE goal for this contract

Notes:

DBE Plan as Submitted by apparent low bidder:									
Contract Award Amount			\$9,987,770.96						
D/M/WBE Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
321 Co.	Trucker	DBE	Trucking	\$362,250.00	\$362,250.00	3.62 %	IDOT	F	Caucasian
Laredo Systems	SB	DBE	Landscaping	\$553,044.00	\$553,044.00	5.53 %	IDOT	M	Hispanic
Midwest Rem Enterprises, Inc.	SB	D/MBE	CIP Concrete	\$1,195,557.84	\$1,195,557.84	11.97 %	City of Chicago	M	Hispanic
Total # of subcontracts: 3			TOTAL	\$2,110,851.84	\$2,110,851.84	21.13 %			
Total # of subcontractors: 3			Total %	21.13 %	21.13 %				

Unified Certification Program - Search

Contractor Details

Browse F.A.Q. Sheet (/UCP/Search/Help)

[Print](#)**Midwest Rem
Enterprises, Inc.**

Alberto Ramirez
2601 W. Lemoyne Ave.
Melrose Park, IL 60160

County: Cook**Email:** obaeza@midwestrem.com**Phone:** (708)-345-8099**Fax:** (708)-345-8196**Categories:** Construction, Miscellaneous, Trucking

NAICS	Speciality
237310-Highway, Street, & Bridge Construction	237310- CRUSHING & RECYCLING
237990-Other Heavy and Civil Engineering Construction	DEMOLITION - CONSTRUCTION
484220-Specialized Freight (except Used Goods) Trucking, Local	EXCAVATING & GRADING - CONSTRUCTION
	237990- DRAINAGE
	484220- TRUCKING

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Version: 1.1.27.5458



Illinois Department of Transportation

Office of Business & Workforce Diversity
2300 South Dirksen Parkway / Springfield, Illinois 62764

June 20, 2017

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Alberto Ramirez
Midwest Rem Enterprises, Inc.
2601 W. Lemoyne Ave.
Melrose Park, IL 60160

Dear Mr. Ramirez:

The Illinois Department of Transportation (IDOT) has approved the "No Change Affidavit" for Midwest Rem Enterprises, Inc. and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

In order to remain certified and in good standing, you must annually submit a No Change Affidavit. IDOT will send an affidavit form 60 days prior to the firm's next anniversary date.

Should the submitted information change, you are required to notify IDOT's Bureau of Small Business Enterprises (bureau) within 30 days of the change.

Note: Pursuant to 49 CFR Part 26.83(i), whenever there are any change in circumstances affecting your firm's eligibility status, your firm must provide written notification to IDOT within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

If you have any questions, please contact the Bureau of Small Business Enterprises at (217) 782-5490.

Sincerely,

A handwritten signature in black ink, appearing to read "Debra A. Clark".

Debra A. Clark, Bureau Chief
Bureau of Small Business Enterprises



Illinois Department of Transportation

Office of Business & Workforce Diversity
2300 South Dirksen Parkway / Springfield, Illinois 62764

January 27, 2016

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Alberto Ramirez
Midwest Rem Enterprises, Inc.
2601 W. Lemoyne Ave.
Melrose Park, IL 60160

Dear Mr. Ramirez:

This is written notification that the Illinois Department of Transportation's (IDOT) Bureau of Small Business Enterprises has revised your work categories. As of the date of this letter, your approved categories will be:

- Trucking
- Drainage
- Demolition – Construction
- Excavating & Grading – Construction
- Crushing & Recycling

The next update of the IL UCP DBE Directory will reflect the revised categories. If you have any questions or require additional information, please contact this agency at (217) 782 5490.

Sincerely,

[Redacted Signature]
Debra A. Clark, Manager
Certification Section
Bureau of Small Business Enterprises



Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2/2

CONTRACT #	I-17-4688
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DBE FIRM NAME:	MIDWEST REM ENTERPRISES, INC.
CIRCLE ALL THAT APPLY:	<input checked="" type="checkbox"/> DBE <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBA 8(A)

CHECK ALL THAT APPLY:					
PRIME	JV PARTNER	SUBCONTRACTOR	TRUCKER	SUPPLIER	MANUFACTURER

SUBCONTRACTOR:	TIER 1 (SUB TO PRIME): <input checked="" type="radio"/> Y <input type="radio"/> N	TIER 2 OR BELOW: <input type="radio"/> Y <input type="radio"/> N	UNDER CONTRACT TO:
----------------	---	--	--------------------

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan.
Attach this form to the DBE Utilization Plan form, DBE Form 2026. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on DBE FIRM letterhead.

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) (reduce to 60% of contract amount if firm is a SUPPLIER)
	See Attached			\$1,195,557.84		\$1,195,557.84
TOTALS FOR THIS DBE FIRM:						\$1,195,557.84

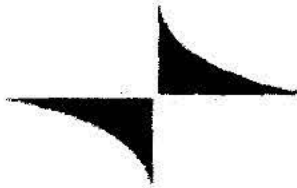
* Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items and/or Mobilization Item #J5671010, will not be approved within the DBE Utilization Plan for DBE subcontractors but credit may be allowed if performed as part of specific pay item(s) during contract execution. Reference Sections II, VI.A.2 and VI.B.1 of the Special provision for DBE Participation. NOTE that these items are not included in the determination of the DBE Goal percentage.

1. PARTIAL PAY ITEMS: For any of the above ITEMS that are partial pay items, specifically describe the work and subcontract dollar amount.
2. COMMITMENT: The undersigned certify that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understand that NO CHANGES to the type or scope of work performed by the DBE may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the DBE on this contract and the payment thereto must be provided to ISTHA's Department of Diversity and Strategic Development. The Prime Contractor will not assign any of the contract items listed above to a firm other than the DBE identified below without ISTHA's prior written approval. The Prime Contractor must request, in writing, approval by ISTHA's Diversity and Strategic Development Department of any proposed amendment to the type or scope of work to be performed by the DBE no later than three business days from the date the Prime Contractor becomes aware of the circumstances supporting the request. Failure to obtain written approval constitutes a violation of the Special Provision for DBE Participation and can subject the contractor to contract sanctions.

	Chief Estimator / Member
Signature for Prime Contractor	Title
Date: 2/9/18	
Contact: Dave Meservey	
Phone: 847-362-2590	
Firm Name: Lake County Grading Company, LLC	
Address: PO Box L, Libertyville, IL 60048	

	GENERAL MANAGER
Signature for DBE Contractor	Title
Date: 02/09/18	
Contact: WALTER MURPHY	
Phone: 708-315-8009	
Firm Name: MIDWEST REM ENTERPRISES, INC.	
Address: 2001 W LEMOYNE MELROSE PARK, IL 60160	

ISTHA I-17-4688 (I-490)



MIDWEST REM ENTERPRISES MBE/DBE

2601 W Le Moyne St.

Melrose Park IL, 60160

Contact: ULISES RUIZ

Phone: (708) 345 - 8099

Mobile: (773) 366 - 5415

Quote To:

GENERAL CONTRACTORS

Job Name:

ISTHA I-17-4688 (I-490)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
20700220	POROUS GRANULAR EMBANKMENT	1,368.00	CY	51.00	69,768.00
50105220	PIPE CULVERT REMOVAL	318.00	FOOT	47.00	14,946.00
54010504	PRECAST CONCRETE BOX CULVERTS 5' X 4'	315.00	FOOT	380.00	119,700.00
54011208	PRECAST CONCRETE BOX CULVERTS 12' X 8'	809.50	FOOT	882.00	713,979.00
542A0220	PIPE CULVERTS, CLASS A, TYPE 1 15"	55.00	FOOT	79.00	4,345.00
542A0235	PIPE CULVERTS, CLASS A, TYPE 1 30"	85.00	FOOT	122.50	10,412.50
55100200	STORM SEWER REMOVAL 6"	205.00	FOOT	28.50	5,842.50
55100700	STORM SEWER REMOVAL 15"	42.00	FOOT	67.00	2,814.00
Z0041500	PLUG EXISTING CULVERTS	1.00	EACH	1,100.00	1,100.00
GRAND TOTAL					\$942,907.00

NOTES:

THE FOLLOWING ITEMS ARE OFFERED AS AN OPTION TO ADD TO THIS BID PROPOSAL:

28100205 STONE RIPRAP, CLASS A3 - 405 TON @ \$60.92/TON = \$24,672.60

50102400 CONCRETE REMOVAL - 340 CY @ \$65.74/CY = \$22,351.60

50300225 CONCRETE STRUCTURES - 224 CY @ \$666.59/CY = \$149,316.00

50800205 REINFORCEMENT BARS, EPOXY COATED - 28,160 LBS @ \$1.10/LB = \$30,976.00

59100100 GEOCOMPOSITE WALL DRAIN - 48 SQYD @ 105.50/SQYD = \$5,064.00

QC/QA - \$20,270.64

OFF-ROAD TRUCKS:

Straight time - \$210/hour (Includes truck, driver (fully burdened), fuel and maintenance)

Overtime - \$240/hour

Total = \$1,195,557.84

Special Waste Haul and Dispose (Waste Management - Grayslake, IL) - \$36.15/TON

Unified Certification Program - Search

Contractor Details

[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)[Print](#)**Laredo Systems****Email:** larsys2@yahoo.com

Enrique Jaime

Phone: 815-988-0250

11933 County Line Rd.

Fax: 815-544-1088

Garden Prairie, IL

61038-9607

County: McHenry**Categories:** Miscellaneous**NAICS****Speciality**

561730-Landscaping

561730 - LANDSCAPING

Services

SERVICES

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Version: 1.1.27.5458



547 W. Jackson Boulevard, Chicago, IL 60661

312.322.6900

metrarail.com

March 14, 2017

Enrique Jaime
Laredo Systems
11933 County Line Road
Garden Prairie, IL 61038-9607

Dear Mr. Jaime:

Metra has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Subpart D 26.61. Your next No Change Affidavit is due **March 7, 2018**. Notification will be sent to you sixty (60) days prior to this date.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.


If there is any change in your certification that affect your ability to meet size standards, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is grounds for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firm's name will appear in the IL UCP directory, which is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed at www.metrarail.com under the Business Diversity DBE link. Your firm's name will appear in the IL UCP DBE Directory under the following:

NAICS Code: 561730

Specialty: 561730 - Landscaping Services

Your participation on contracts will only be credited toward DBE contract goals when your firm performs in a Commercially Useful Function (CUF) in its approved area(s) of specialty.


James R. Thomas, CFP®
Senior Division Director
Office of Diversity & Civil Rights

JRT:ms/kb

CONTRACT #	I-17-4588				
DBE FIRM NAME:	Laredo Systems				
CIRCLE ALL THAT APPLY:	<input checked="" type="checkbox"/> DBE <input type="checkbox"/> SDBE <input type="checkbox"/> WBE <input type="checkbox"/> SBA (a)				
CHECK ALL THAT APPLY:					
PRIME	JV PARTNER	SUBCONTRACTOR <input checked="" type="checkbox"/>	TRUCKER	SUPPLIER	MANUFACTURER
SUBCONTRACTOR:	TIER 1 (SUB TO PRIME): <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	TIER 2 OR BELOW: <input type="checkbox"/> Y <input type="checkbox"/> N	UNDER CONTRACT TO:		

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. This form is due to the Tollway by 5:00 pm on the fifth calendar day after notification to the prime by the Tollway as low apparent bidder to dbep@getipass.com. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on DBE FIRM letterhead.

PAY ITEM NO. #	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) (reduce to 60% of contract amount if firm is a SUPPLIER)
	See Attached			\$553,044.00		\$553,044.00
TOTALS FOR THIS DBE FIRM:						\$553,044.00

1. PARTIAL PAY ITEMS: For any of the above ITEMS that are partial pay items, specifically describe the work and subcontract dollar amount.
2. COMMITMENT: The undersigned certify that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understand that NO CHANGES to the type or scope of work performed by the DBE may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the DBE on this contract and the payment there to must be provided to ISTHA's Department of Diversity and Strategic Development. The Prime Contractor will not assign any of the contract items listed above to a firm other than the DBE identified below without ISTHA's prior written approval. The Prime Contractor must request, in writing, approval by ISTHA's Diversity and Strategic Development Department of any proposed amendment to the type or scope of work to be performed by the DBE no later than three business days from the date the Prime Contractor becomes aware of the circumstances supporting the request. Failure to receive written approval prior to a change in type or scope is a violation of the Special Provision for DBE Participation and can subject the contractor to contract sanctions.

Chief Estimator / Member
Title
Date: 2/8/18
Contract: Dave Meservy
Phone: 847-362-2590
Firm Name: Lake County Grading Company, LLC
Address: PO Box 1, Libertyville, IL 60048

ISTHA FORM 2025-Pilot DBE PARTICIPATION STATEMENT FORM, 1/2017

Signature DBE Contractor
Date: 2-7-18
Contract: ENRIQUE JAINE
Phone: 815-378-7556
Firm Name: LAREDO SYSTEMS
Address: 11933 COUNTY LINE RD (GARDEN) PRARIE, IL

CONTRACT # I-17-4588

601036



LAREDO SYSTEMS

11933 County Line Rd. • Garden Prairie, IL 61038
(815) 544-0454 • FAX: (815) 544-1088
Certified Minority Business



LAREDO SYSTEMS

REVISED 2-01-2018

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-17-4688
ADVANCE EARTHWORK GRADING PHASE II
ELGIN O'HARE WESTERN ACCESS TOLLWAY (I-490)
MILEPOST 3.6 TO MILEPOST 5.5
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	20101400	NITROGEN FERTILIZER NUTRIENT	POUND	2,346	\$3.00	\$7,038.00
	20101600	POTASSIUM FERTILIZER NUTRIENT	POUND	7,038	\$3.00	\$21,114.00
	25100630	EROSION CONTROL BLANKET	SQ YD	378,455	\$0.80	\$302,764.00
"	JS280050	SILT FENCE	FOOT	12,779	\$2.50	\$31,947.50
"	JS280051	RE-ERECT SILT FENCE	FOOT	8,845	\$2.50	\$22,112.50
"	JS2800100	SUPER SILT FENCE	FOOT	1,440	\$20.00	\$28,800.00
"	JS280305	TEMPORARY DITCH CHECKS	FOOT	1,740	\$12.00	\$20,880.00
*	JT250442	SEEDING, CLASS 4F NATIVE GRASS LOW PROFILE MIX (SPECIAL)	ACRE	71.1	\$1,400.00	\$99,540.00
	JT250454	SEEDING, TALL FESCUE MIX (SPECIAL)	ACRE	7.1	\$1,400.00	\$9,940.00
*	JT280501	MAINTAIN SILT FENCE	FOOT	8,908.0	\$1.00	\$8,908.00

\$553,044.00

DBF FIRM NAME:	Laredo Systems			
CIRCLE ALL THAT APPLY:	<input checked="" type="checkbox"/> DBE	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBA (A)

SUBCONTRACTOR:	TIER 1 (SUB TO PRIME):	<input checked="" type="radio"/> Y <input type="radio"/> N	TIER 2 OR BELOW:	<input type="radio"/> Y <input type="radio"/> N	UNDER CONTRACT TO:
----------------	------------------------	--	------------------	---	--------------------

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. This form is due to the Tollway by 5:00 pm on the fifth calendar day after notification to the prime by the Tollway as low apparent bidder to dbep@netpass.com. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on DBE FIRM letterhead.

[illegible]

1. **PARTIAL PAY ITEMS:** For any of the above ITEMS that are partial pay items, specifically describe the work and subcontract dollar amount.

2. **COMMITMENT:** The undersigned certifies that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understands that NO CHANGES to the type or scope of work performed by the DBE may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the DBE on this contract and the payment therefor must be provided to ISTHA's Department of Diversity and Strategic Development. The Prime Contractor will not assign any of the contract items listed above to a firm other than the DBE identified below without ISTHA's prior written approval. The Prime Contractor must request, in writing, approval by ISTHA's Diversity and Strategic Development Department of any proposed amendment to the type or scope of work to be performed by the DBE no later than three business days from the date the Prime Contractor becomes aware of the circumstances supporting the request. Failure to receive written approval prior to a change in type or scope is a violation of the Special Provision for DBE Participation and can subject the contractor to contract sanctions.

Chief Estimator / Member

True

Date: 2/8/18

Contact: Dave Meservey

Phone: 847-362-2590

Form Name **Lake County Grading Company, LLC**

ADDRESS: PO Box L, Libertyville, IL 60048

54748 95-03 2000 Ford Focus 2.0L-4CYL 5-SPEED 1.6LITER

529

Date _____

Continued

Program

Exam Name

6. 10. 2000

Journal of Management Education

MANAGER

Test

2-7-18

ENRIQUE JAIME

815-378-7550

LAREAD SYSTEMS

933 COUNTY LINE RD. GARDEN TRARK, IL

CONTRACT # F17-4689

10103B

LAREDO SYSTEMS

REVISED 2-01-2018

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-17-4688
ADVANCE EARTHWORK GRADING PHASE II
ELGIN O'HARE WESTERN ACCESS TOLLWAY (I-490)
MILEPOST 3.6 TO MILEPOST 5.5
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	20101400	NITROGEN FERTILIZER NUTRIENT	POUND	2,346	\$3.00	\$7,038.00
	20101600	POTASSIUM FERTILIZER NUTRIENT	POUND	7,038	\$3.00	\$21,114.00
	25100630	EROSION CONTROL BLANKET	SQ YD	378,455	\$0.80	\$302,764.00
**	JS280050	SILT FENCE	FOOT	12,779	\$2.50	\$31,947.50
**	JS280051	RE-ERECT SILT FENCE	FOOT	8,845	\$2.50	\$22,112.50
**	JS2800100	SUPER SILT FENCE	FOOT	1,440	\$20.00	\$28,800.00
**	JS280305	TEMPORARY DITCH CHECKS	FOOT	1,740	\$12.00	\$20,880.00
*	JT250442	SEEDING, CLASS 4F NATIVE GRASS LOW PROFILE MIX (SPECIAL)	ACRE	71.1	\$1,400.00	\$99,540.00
*	JT250454	SEEDING, TALL FESCUE MIX (SPECIAL)	ACRE	7.1	\$1,400.00	\$9,940.00

\$544,136.00

JT280501 Maintain Silt Fence

FOOT

8,908

\$1.00

\$8,908.00

\$553,044.00

Unified Certification Program - Search

Contractor Details

[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)[Print](#)**321 Co.**

Stephanie Colby

181 N. Virginia St., Unit C

Crystal Lake, IL 60014

Email: Stephanie@321co.biz**Phone:** (815) 388-2836**Fax:****County:** McHenry**Categories:** Trucking**NAICS**

484220-Specialized Freight

(except Used Goods)

Trucking, Local

Speciality

484220- TRUCKING



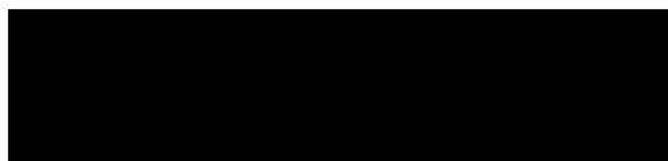
Illinois Department of Transportation

321 Co.

is hereby certified as a

Disadvantaged Business Enterprise

This certificate is valid under current firm ownership and operational control only and supersedes any authorization or listing previously issued.



Randall S. Blankenhorn
Secretary
Illinois Department of Transportation



Pamela R. Simon
Director
Office of Business & Workforce Diversity

Effective the 19th day of September 2017

Protecting Our Water Environment

BOARD OF COMMISSIONERS

Marilyn T. Spyropoulos
President
Barbara J. McGowan
Vice President
Frank Avila
Chairman of Finance
Timothy Bradford
Martin J. Durkan
Josina Morita
Debra Shore
Karl K. Steele
David J. Walsh

Metropolitan Water Reclamation District of Greater Chicago

100 EAST ERIE STREET CHICAGO, ILLINOIS 60611-3154 312.751.5600

Regina D. Berry
Diversity Administrator

312.751.4035 f: 312.751.4440
regina.berry@mwr.org

January 8, 2018

Mrs. Stephanie Colby
321 Co.
7716 Surini Lane
Crystal Lake, IL 60012

Vendor Number: 5016420

Dear Mrs. Stephanie Colby:

We are in receipt of your Illinois Central Management Services certification material as a MBE, WBE, or SBE.

The result of our review concludes that **321 Co.** is certified as a **WBE** eligible to fulfill **WBE** requirements on Metropolitan Water Reclamation District of Greater Chicago (District) contracts. Your firm is certified as of **January 8, 2018**.

It is your firm's obligation to apply for re-certification no later than **February 1, 2019**. Re-certification may be revoked if it is determined that your firm is involved in bidding irregularities, contract fraud or misrepresentation of your firm's MBE, WBE, or SBE status. *An additional in-depth review will be made if your company is listed as MBE, WBE, or SBE on a bid document to fulfill Affirmative Action goals at the District.*

Your firm will be listed in the online edition of the District's Vendor Directory. The directory is located at mwr.org under the "Business with us" tab. Your specialty area will be shown as:

**Transportation of Goods, Shipping and Handling and other Freight Services;
Excavation Services**

As a certified MBE, WBE or SBE, it is your obligation to promptly notify this office in writing of any changes or circumstances that affect your ability to meet ownership, size requirements and/or control of your firm. The notice must take the form of a notarized affidavit sworn to by the owner and provided within 30 days of the change. The District reserves the right to commence actions to revoke your firm's certification if this notification is not made.



DH7 FORM 2025-Pilot: THE PARTICIPATION STATEMENT FORM

CONTRACT #	1-17-4688
------------	-----------

DOE NUMBER NAME:	321 60.			
CIRCLE ALL THAT APPLY:	DOE	WBE	WDB	SBA (H)

CHECK ALL THAT APPLY:			
PRINT	BY PARTNER	SUBCONTRACTOR	TRUCKER <input checked="" type="checkbox"/> SUPPLIER
MATERIAL HANDLER			
SUBCONTRACTOR:	DERIVED FROM PRINT: <input checked="" type="checkbox"/> N	DERIVED FROM BELOW: <input type="checkbox"/> N	UNDER CONTRACTOR

*This form must be completed by each disadvantaged business participating in the DBE utilization plan. This form is due to the TSB by 5:00 pm on the fifth calendar day after notification to the prime by the TSB as set forth under 48 CFR 101-11.6. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet or DBE PMA statement.

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) (reduce to 66% of contract amount if the bidder is a SUPPLIER)
66900200	Non-Special Waste Disposal	3,450	\$105.00	\$362,250.00		\$362,250.00
		TOTALS FOR THIS DBE FORM:				\$362,250.00

1. **PARTIAL PAY ITEMS:** For any of the above ITEMS that are partial pay items, specifically describe the work and subcontract dollar amount. **Hourly Semi Cartage at \$105.00/hr**

2. **COMMITMENT:** The undersigned certify that the information herein is true and current, and that the DBE listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understand that NO CHANGES to the type or scope of work performed by the DBE may be made without PRIOR WRITTEN APPROVAL, and that complete and accurate information regarding actual work performed by the DBE on this contract and the payment thereon must be provided to DSHIA's Department of Diversity and Strategic Development. The Prime Contractor will not assign any of the contract items listed above to a firm other than the DBE identified below without DSHIA's prior written approval. The Prime Contractor must request, in writing, approval by DSHIA's Diversity and Strategic Development Department of any proposed amendment to the type or scope of work to be performed by the DBE no later than three business days from the date the Prime Contractor becomes aware of the circumstances supporting the request. Failure to receive written approval prior to a change in type or scope is a violation of the Special Provision re: DBE Participation and can subject the contractor to civil sanctions.

Signature: [Redacted] Chief Estimator / Member
Title: [Redacted]
Date: 2/6/18
Contract: Dave Meservey
Phone: 847-362-2590
Firm Name: Lake County Grading Company, LLC
Address: PO Box L, Libertyville, IL 60048

2-2-18
 Stephanie Colby
 815-388-2836
 321 Co.
 1111 Grand St. Unit C Chgo. Ill.

157412-49-72: 0000 24/06/2025 -Print: TEL: 011-333-13307

《中国药典》2015年版 17-623

(Rev. 10/2017) DBE - 15

DISPENSE NAME:	32160		
CIRCLE ALL THAT APPLY:	<input checked="" type="checkbox"/> INF	<input type="checkbox"/> AMB	<input checked="" type="checkbox"/> WND

SUBCONTRACTOR:	PER ENTER TO PRIME: <input checked="" type="radio"/> Y <input type="radio"/> N	FILE FOR BLOW: <input type="radio"/> Y <input checked="" type="radio"/> N	UNDER CONTRACT TO:
----------------	--	---	--------------------

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) (reduce to 60% of contract amount if firm is a SUPPLIER)
66900200	Non-Special Waste Disposal	3,450	\$105.00	\$362,250.00		\$362,250.00
		TOTALS FOR THIS DBE FIRM:				\$362,259.00

1. PARTIAL PAY ITEMS: For any of the above ITEMS that are partial pay items, specifically describe the work and subsequent dollar amount: **Hourly Semi Cartage at \$105.00/hr**

2. COMMITMENT: The undersigned certifies that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understands that ANY CHANGES to the type or scope of work performed by the DBE may be made without PRIOR WRITTEN APPROVAL, and that complete and accurate information regarding actual work performed by the DBE on this contract and the payment it is to be provided to ISTHA's Department of Diversity and Strategic Development. The Prime Contractor will not assign any of the contract items listed above to a firm other than the DBE identified below without ISTHA's prior written approval. The Prime Contractor must request, in writing, approval by ISTHA's Diversity and Strategic Development Department of any proposed amendment to the type or scope of work to be performed by the DBE no later than three business days from the date the Prime Contractor becomes aware of the circumstances supporting the request. Failure to receive written approval prior to a change in type or scope is a violation of the Special Provisions for DBE Participation and can subject the contractor to contract sanctions.

Presden

Date: 2-2-18
Contact: Stephanie Colby
Phone: 815-388-2836
Fax: 321 Co.
Address: Ft. D. Irving St., Unit C Crystal

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CONTRACT # 1-17-24034



DBE FORM 2023

Good Faith Efforts Contacts Log for Soliciting - DBE Participation: Form 2023 continued

Project name: _____

Project number: _____

Bidder name: _____

Contact person: _____

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of DBEs. Duplicate as needed.

Name of DBE	Date and method of contact	Scope of work solicited	Reason agreement was not reached

Affidavit of Truthfulness: Signature below affirms accuracy of Good Faith Efforts and authority to provide above information

Print Name: _____

Phone contact: _____

Position: _____

E-mail address: _____

Signature: _____

Date: _____



ILLINOIS STATE TOLL HIGHWAY AUTHORITY

FORM 2024 - DBE Trucking Reporting and Verification Form

To be submitted to the CM by the prime contractor at 25%, 50%, 75% of contract completion, FINAL (Request for Release of Final Retainage)

SECTION A: to be completed by Prime Contractor

(a) Contract Number			
(b) Prime Contractor Name			
(c) Contract Award Value			
(d) Amount Earned to Date			
(e) Percent Complete	<input type="text"/>	Chose One	
(f) Reporting Period:		To	
(h) Name of DBE Trucking Subcontractor	(i) DBE Trucking Subcontractor Amount from DBE Plan (Form 2025)	(j) Amount Paid to DBE Trucking Subcontractor to Date	(k) Percent of Planned Amount Paid to Date
(g)			#DIV/0!
(h)	Signature of Prime Contractor Authorized Agent		Date
(i)	Printed Name		Title

SECTION B: to be completed by DBE Trucking Sub-Contractor

(j) Total value of payments received for trucks owned and operated by this DBE trucker	Number of Trucks a. <input type="text"/> b. <input type="text"/> c. <input type="text"/>
(k) Total value of payments received for trucks leased and operated by another DBE trucker	
(l) Total value of payments received for trucks leased from a Non-DBE trucker	
(m)	\$ <input type="text"/>
Total of a, b & c above must be equal to the amount paid to subcontract as disclosed by the prime contractor in Section A (Shaded Cell); include number of trucks for each dollar value.	
(n) Total fee or commission received in association with lease of Non-DBE trucks (mark-up)	d. <input type="text"/>
(o) Total DBE Trucking Participation Based on DBE Special Provision VII.A.	\$ <input type="text"/> Sum of a, b & d above
(p)	Signature of DBE Sub-Contractor Authorized Agent
(q)	Printed Name

I certify that I have read and understood the information provided by this form and that all of the foregoing information submitted in this affidavit are true and correct to the best of my knowledge, as of the stated date(s), and that all responses are full and complete, omitting no material information. I authorize the Illinois State Toll Highway Authority to make inquiries to verify the accuracy of the statements made.

I understand that a material or false statement or omission made in connection with this application may be sufficient cause for revocation of a prior DBE certification, initiation of suspension or debarment proceedings, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State law.

Signature /Date of Construction Manager (CM)

Diversity Verification
Initials / Date



ISTHA DBE Utilization by Period Report – DBE Form

2114

General Information

1	Report Date			
2	Contract No.			
3	Contract Description			
4	Contractor Name			
5	Current Pay Estimate No.			
6	Pay Estimate(s) Covered			
7	Reporting Period		through	

Contract Financials (cumulative)

8	Original Contract Amount (\$)	
9	Adjusted Contract Amount (\$)	

DBE Financials (cumulative)

10	Current DBE Commitment (\$)	
11	Current DBE Commitment (%)	
12	Overall DBE % Paid-To-Date	
13	Overall DBE % Projected-To-Date	

Progress Payment Summary

		Current Period	To-Date
14	Paid to DBE contractors/suppliers (\$)	14(a)	14(b)
15	Projected for DBE contractors/suppliers		

Progress Payment Detail

16	DBE subcontractor/supplier name #1		
17	Approved 2025 Amount (\$)		
18	Projected Amount (\$)		
19	Pay Item #(s) worked on by DBE are consistent with those previously approved for this DBE subcontractor/supplier <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A If no, explanation must be provided in Comments field (24).		
20	% of work completed to date		
		Current Period	To-Date
21	Amount Paid (\$)	21(a)	21(b)
22	Retainage Held (\$)	22(a)	22(b)
23	Retainage Released (\$)	23(a)	23(b)
24	Comments		

16	DBE subcontractor/supplier name #2		
17	Approved 2025 Amount (\$)		
18	Projected Amount (\$)		
19	Pay Item #(s) worked on by DBE are consistent with those previously approved for this DBE subcontractor/supplier <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A If no, explanation must be provided in Comments field (24).		
20	% of work completed to date		
		Current Period	To-Date
21	Amount Paid (\$)	21(a)	21(b)
22	Retainage Held (\$)	22(a)	22(b)
23	Retainage Released (\$)	23(a)	23(b)
24	Comments		

16	DBE subcontractor/supplier name #3		
17	Approved 2025 Amount (\$)		
18	Projected Amount (\$)		
19	Pay Item #(s) worked on by DBE are consistent with those previously approved for this DBE subcontractor/supplier <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A If no, explanation must be provided in Comments field (24).		
20	% of work completed to date		
		Current Period	To-Date
21	Amount Paid (\$)	21(a)	21(b)
22	Retainage Held (\$)	22(a)	22(b)
23	Retainage Released (\$)	23(a)	23(b)



2114

ISTHA DBE Utilization by Period Report – DBE Form

24	Comments
----	----------

16	DBE subcontractor/supplier name #4
17	Approved 2025 Amount (\$)
18	Projected Amount (\$)
19	Pay Item #(s) worked on by DBE are consistent with those previously approved for this DBE subcontractor/supplier <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A If no, explanation must be provided in Comments field (24).
20	% of work completed to date
	Current Period To-Date
21	Amount Paid (\$) 21(a) 21(b)
22	Retainage Held (\$) 22(a) 22(b)
23	Retainage Released (\$) 23(a) 23(b)
24	Comments

16	DBE subcontractor/supplier name #5
17	Approved 2025 Amount (\$)
18	Projected Amount (\$)
19	Pay Item #(s) worked on by DBE are consistent with those previously approved for this DBE subcontractor/supplier <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A If no, explanation must be provided in Comments field (24).
20	% of work completed to date
	Current Period To-Date
21	Amount Paid (\$) 21(a) 21(b)
22	Retainage Held (\$) 22(a) 22(b)
23	Retainage Released (\$) 23(a) 23(b)
24	Comments

Notes:

- "Projected amount" is understood to mean, based upon presently available data, that amount which is calculated, estimated, or predicted to be part of the approved DBE commitment for this contract.
- All subcontractors (including 2nd and 3rd tier) must be reported on the DBE 2114 in order to receive DBE credit.

Affidavit

For and on behalf of _____ I, _____ <div style="display: flex; justify-content: space-between; font-size: small;"> (25) – Printed Company Name (26) – Printed Name of Agent </div> <p>its duly authorized agent with full power and authority to make this certification, represent, warrant and certify to the Illinois Tollway that this Disclosure represents to the best of my knowledge complete and accurate information on all payments made to date to DBE firms in fulfillment of our DBE Utilization Plan – Forms 2025 & 2026.</p>	
27	Title of Agent:
28	Signature of Agent:
28	Date of Signature:

Payer / Preparer / Prime

30	Name:
31	Title:
32	Email Address:
33	Phone No.:



ISTHA DBE Final Payment Report – DBE Form 2115

General Information

1	Report Date:	
2	Contract No.:	
3	Reporting Period:	Through

Prime Contractor Information

4	Prime Contractor:	
5	Address:	
6	Telephone:	

DBE Financials

10	Original DBE Commitment (\$):	
11	Original DBE Commitment (%):	
12	Overall Percent Complete:	

Subcontractor Information

7	Subcontractor:	
8	Address:	
9	Telephone:	

Subcontractor Payment

13	Payment Earned during Contract:	
14	Adjustments:	
15	Payment Recvd to date:	
16	Payment withheld due to delinquent debt:	
17	Balance Due:	

Subcontractor Work during Contract:

Pay Item No.	Pay Item Description	Quantity	Unit	Unit Price	Total Amount	Partial Pay Item Descr. (if app.)	Total Earned by Subcontractor
(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)
(26) Sum:							
(27) Explanations							

Affidavit: This form is to verify the work completed and the amount paid to the DBE Subcontractor on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that the work reported herein was executed by the DBE, that the DBE actually performed, managed and supervised the work, that this represents all payment to the Subcontractor on the above captioned contract, excepting payment withheld due to delinquent debt for which the Subcontractor is responsible, and that the work reported herein conforms to the work reported in the approved Utilization Plan (DBE Form 2026/2025-Pilot) together with any amendments approved by ISTHA. The undersigned also certifies that he or she is a duly authorized agent with full power and authority to make this certification.

Prime Contractor

28	Name of Agent:	
29	Title of Agent:	
30	Signature of Agent:	
31	Date of Signature:	

Subcontractor

32	Name of Agent:	
33	Title of Agent:	
34	Signature of Agent:	
35	Date of Signature:	



Capture Application Request for Log-in/Password

I, _____, _____,
(Print the name of signatory party) (Title)

request a **Login** and **Password** for the DBE/EEO Capture Application for

☐ Construction Manager ☐ Prime Contractor

(company name) _____

Request Type: ☐ New User – or -- ☐ I need to add or remove contracts from my existing ID.

My email address is: _____ (only for new user).

I have the responsibility to review DBE/EEO data for the Tollway on contract(s):

# _____ [] add [] remove	# _____ [] add [] remove	# _____ [] add [] remove
# _____ [] add [] remove	# _____ [] add [] remove	# _____ [] add [] remove

Any party reviewing this DBE/EEO data must certify that they have the authority to provide the information contained therein and that the information is complete and accurate.

Print Name: _____ Date _____

User Signature: _____ Date _____

Print Company Name: _____ Date _____

Affidavit: *For and on behalf of* _____
(Printed Company Name)

I, _____, its duly authorized agent with full power
(Printed Name of Agent)

and authority to make this certification, represents, warrant and certify to the Illinois Tollway that this Disclosure is complete and accurate.

Title of Agent:	_____
Signature of Agent:	_____
Date of Signature:	_____

For ease of response, please e-mail this request from the email account listed above to:
dbe@getipass.com or form0003wfa@getipass.com

Illinois State Toll Highway Authority
SPECIAL PROVISIONS FOR
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

I. OBJECTIVE OF THE EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEO):

To promote equality of employment opportunity for minority and female tradespersons on Illinois State Toll Highway Authority (ISTHA or "Tollway") capital construction projects. In its efforts to achieve this equality, it is the desire of ISTHA to follow the guidelines as instituted by the United States Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") as established through Executive Order 11246 and by Title VII of the Civil Rights Act of 1964.

II. CONTRACTOR ASSURANCE:

The Contractor will assure that each of its employees and its subcontractors' employees associated with the contract shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract in compliance with 42 U.S.C § 2000e, *et seq.* Discrimination is the unfair treatment or denial of normal privileges to persons because of their race, age, nationality, sex, sexual orientation, physical condition, religion or any other characteristic protected by law. The Tollway encourages the prompt reporting of incidents of suspected discrimination, harassment or retaliation, regardless of the offender's identity or position. Any Contractor who fails to carry out these requirements is in material breach of this contract, which may result in the termination of this contract such other remedy, as the Tollway deems appropriate.

III. EEO GOAL TO BE ACHIEVED BY THE CONTRACTOR:

The Contractor will adhere to the EEO goals established by the U.S. Dept. of Labor - Office of Federal Contract Compliance Programs ("OFCCP") for construction trade workers in the Chicago area, which is provided through Executive Order 11246. The EEO goals are measured through the following percentages of construction aggregated work hours in each of the categories;

At least 19.6 percent by minorities, as defined herein; and

At least 6.9 percent by women.

IV. DEFINITIONS OF ETHNIC CLASSIFICATIONS:

AFRICAN AMERICAN: Persons having origins in any of the Black racial groups of Africa.

ASIAN INDIAN: Persons whose origins are from India, Pakistan, or Bangladesh.

ASIAN PACIFIC: Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Northern Marianas.

HISPANIC: Persons of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICANS: Persons who are American Indians, Eskimos, or Native Hawaiians.

V. CALCULATING EEO CREDIT TOWARDS THE GOALS:

Actual amounts of minority and female work will be measured for the total hours of construction workers employed on the contract within each of the categories of journeyworker, apprentice and laborer by the Contractor and all of the worksite subcontractors. Minority female trade worker hours are counted in

applicable ethnic category and also in the female category.

In the weekly payroll reports, the following ethnic categories should be used to indicate minority personnel for purposes of reporting compliance with the weekly certified payroll report: African American, Asian Indian, Asian Pacific, Hispanic and Native American.

Included in the weekly certified payrolls, as "Apprentices" are only bona fide apprentices currently in a training program certified by the U.S. Department of Labor - Bureau of Apprenticeship and Training, and hours credited towards the EEO Program are only those hours the apprentice was employed at the construction site. "Journeyworkers" are the construction site journeyworkers from the major trades. Other "Helpers," watchmen, custodial workers, clerical workers, and salaried superintendents are not creditable in the formula. Hourly wage "Foremen" and "Foremen" otherwise known as working foremen, will be counted as journeyworkers for purposes of the EEO Program reporting.

In addition to the timely submission of certified payroll required by the Prevailing Wage Act, the Contractor must have submitted all weekly certified payrolls for the Contractor and all subcontractors before the Contractor submits its request for the final release of retention and the final waiver of lien. No adjustments to weekly certified payrolls will be accepted after the transmission of the final waiver of lien.

VI. EEO FORM 0003 WORKFORCE ANALYSIS.

All contractor and subcontractors' EEO 0003 reports must be submitted electronically to the Tollway.

The party preparing the report must give their name, title, email address and telephone number. The contractor is required to submit EEO Form 0003, Workforce Analysis, electronically before transmittal of each pay estimate commencing with the third pay estimate and every odd pay estimate thereafter. EEO Form 0003 is to reflect all hours worked by trade by the Contractor and all subcontractors during the time period covered in the previous pay estimate. Failure to submit the EEO 0003 Report electronically before transmittal of the pay estimate will cause the pay estimate to be deemed incomplete and will be returned to the Contractor for completion.

The Supplement to EEO 0003 for quarterly reporting must also be submitted electronically to the Tollway. Hard copy reports will not be accepted. This Supplement is due by the fifteenth of each month following the end of the quarter (April 15 for quarter ending March 31, July 15 for quarter ending June 30, October 15 for the quarter ending September 30 and January 15 for the quarter ending December 31). Construction Managers will verify timely submission of this report when their review coincides with the quarterly reporting period, as indicated on the Pay Estimate Checklist.

The Contractor is responsible for maintaining a hard copy of the Contractor's and subcontractors' weekly certified payrolls, including all properly executed certifications, organized by contract for every construction worksite. Failure to report fully all required workforce information will cause a delay in processing the Contractor's pay estimates. Disclosure of this information is required. Patterns of delinquent reporting may be cause to terminate this contract or such other remedy as the Tollway deems appropriate.

The Contractor is required to identify an individual responsible for all EEO related reporting issues and the electronic submission of reports to the Tollway. By the submission of such reports by the individual so identified, the Contractor certifies that the information contained in the reports is complete and accurate.

VII. SUBCONTRACTOR OBLIGATIONS:

The Contractor is required to clearly identify in their subcontract agreements the specific obligations that each subcontractor has toward assisting the Contractor in meeting the EEO obligations.

VIII. GOOD FAITH EFFORT PROCEDURES:

If the Tollway determines that the Contractor and/or its subcontractors are not in compliance with the EEO goals, the Tollway will notify the Contractor of said non-compliance. The Contractor must submit a Corrective Action Plan within fifteen (15) business days of the date of its receipt of the notice of non-compliance. The Corrective Action Plan must contain evidence of good faith efforts the Contractor has made in an effort to meet the EEO goals and outline the additional good faith efforts the Contractor will be making, including but not limited to timelines, through the remaining life of the contract.

IX. CORRECTIVE ACTION PLAN:

The Corrective Action Plan must show that the Contractor took all necessary and reasonable steps to achieve the established EEO goals. Necessary and reasonable steps are those that could reasonably be expected to employ and retain a sufficient number of minority and female trade workers to meet or exceed the federally established EEO goals for the Chicago area. The Tollway will consider the quality, quantity and intensity of the kinds of efforts that the Contractor and its subcontractors have made throughout the life of the contract. Mere pro forma efforts are not good faith efforts; rather, the Contractor and its subcontractors are expected to have taken those efforts that would be reasonably expected of a Contractor and its subcontractors who are actively and aggressively trying to employ and retain minority and female trade workers sufficient to meet the contract EEO goals.

X. AMENDED CORRECTIVE ACTION PLAN:

If the Illinois Tollway determines that the Contractor has not made a good faith effort to meet the EEO goals, the Tollway will notify the Contractor of that preliminary determination by contacting the responsible company official designated in the Corrective Action Plan. The preliminary determination will include a statement of reasons why a finding of insufficient good faith efforts has been made and may include additional good faith efforts that the Contractor could take to remedy the deficiency. The notification will designate a fifteen (15) business day period during which the Contractor may make additional efforts to demonstrate a good faith effort to meet the EEO goals. The Contractor is not limited by the Tollway's suggestions per Sections VIII. and IX. of additional good faith efforts, but may take other actions in order to demonstrate good faith efforts to employ and retain additional minority and female trade workers on the project. The Contractor shall submit an amended Corrective Action Plan if additional employment commitments to meet the EEO contract goal are secured and/or to document its additional good faith efforts. If additional hiring commitments sufficient to meet the EEO contract goal are not secured, the Contractor shall report the final good faith efforts made in the time allotted. All additional efforts taken by the Contractor will be considered as part of the Contractor's good faith efforts. If the Contractor is not able to meet the EEO goal after making additional efforts, the Tollway will make a pre-final determination as to the good faith efforts of the Contractor and will notify the designated responsible Contractor official of the reasons for an adverse determination, if applicable.

XI. DETERMINATION OF NON-COMPLIANCE:

If the Tollway determines that the Contractor has failed to make a good faith effort to meet the EEO goals on the contract, the Tollway will document its findings in a "Letter of Non-Compliance" that will be filed and will become part of the permanent file maintained on the Contractor by the Tollway. The Letter may include a proposed sanction under Section XIII if the Contractor fails to take corrective action in a timely fashion. Upon a finding that a Contractor has failed to make good faith efforts to achieve the applicable EEO goals, the Tollway may exercise any appropriate sanction available to it under Section XIII, including the revocation of the contract award to the Contractor and any other remedy available to the Tollway under its contract with the Contractor or by law.

XII. ADMINISTRATIVE RECONSIDERATION:

The Contractor may request administrative reconsideration of a Letter of Non-Compliance within the fifteen (15) business days after its receipt of the Letter by actual delivery of a reconsideration request by the Tollway, Department of Diversity and Strategic Development, 2700 Ogden Avenue, Downers Grove, Illinois 60515-1703 or via email to E-mail address: form0003wfa@getipass.com. Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The Letter of

Non-Compliance shall become final if the Contractor fails to submit a timely request for administrative reconsideration. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal.

The Tollway Chief of Diversity and Strategic Development or his/her designee will send the Contractor a written decision within fifteen (15) business days after receipt of the request for reconsideration, explaining the basis for finding that the Contractor did or did not meet the EEO goals or demonstrate good faith efforts towards meeting those goals. A decision by the Chief of Diversity and Strategic Development that a good faith effort was made shall be deemed approval of the Corrective Action Plan submitted by the Contractor. A final decision that a good faith effort was not made shall render the Contractor in breach as non-compliant with its contract with the Tollway and may subject the Contractor to sanctions under Section XIII.

XIII. SANCTIONS:

The Contractor's failure to achieve its EEO goals or to demonstrate good faith efforts towards meeting those goals may subject the Contractor to administrative sanctions. These sanctions include, but are not limited to, monetary sanctions, including non-release of retainage, and other reasonable sanctions as are permitted by law or equity. In imposing sanctions, the Tollway will consider the bona fide efforts of the Contractor to meet the EEO goals, its history of good faith efforts on other Tollway contracts, the size of the contract, the degree to which the Contractor fell below the EEO goals, and other factors deemed relevant by the Tollway.

Sanctions for non-compliance may include, but are not limited to deeming the Contractor as non-responsible with respect to future business with the Tollway. Thus, a Contractor's repeated failure to meet its EEO obligations on Tollway contracts can be grounds for the Tollway to not award future contracts to the Contractor.

XIV. INACCURATE OR FRAUDULENT REPORTING:

Contractors and subcontractors have a duty to accurately report information pursuant to this Special Provision. A Contractor or subcontractor who fails to supply accurate information may be subject to sanctions imposed by the Tollway under Section XIII. A Contractor or subcontractor who intentionally supplies inaccurate information may be subject to civil and/or criminal sanctions. A Contractor must maintain and make available pursuant the Record Retention and Audit Clause of this contract adequate books, records, and supporting documents to verify the accuracy of the information supplied to the Tollway pursuant to this Special Provision.

XV. OTHER REGULATIONS:

The adherence to the EEO goals does not abrogate other responsibilities of the Contractor to comply with equal employment opportunity requirements under federal or state law, municipal ordinance, prevailing government regulations or terms contained elsewhere in the Contract.

13) Reporting Period		
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*SMP is a registered trademark of

*100 Collaboration Date	S.S. PROVERB, INC. 12/27/98
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"I'm coming home,"

TTTech Performance

73 Address _____

No Honor to Report

*** (Non-) APPRENTICE HOURS**

To City, State, Zip

*17>Contact:

7	Top Contractor Type	
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(*)
INDICATES REQUIRED
FIELD(S)

KEY: *House Managers, Supervisors, Foremen or Clerical personnel are NOT included in Trade Totals.
 **Not each actual working day; blank places before Final Work

[illegible]

TABLE (A) - ACTUAL NON APPRENTICE EMPLOYEE HOURS

[illegible]

TABLE (B) - ACTUAL APPRENTICE EMPLOYEE HOURS

(2) Narrative Box: Summarize efforts taken to meet EEO goals during current reporting period.

*(22) Prepared by (Name and Title of Contractor's Representative)

*(23)E-Mail Address

7(24)Phone #

Illinois State Toll Highway Authority
Quarterly Supplement to EEO Form 003 Report of Workforce Hours
(To be submitted no later than the 15th of the month after the end of the quarter)

Contract #: _____ Date: _____

Contract Description: _____

Prime Contractor Name: _____

Construction Manager Name: _____

For the period: ____ / ____ / ____ to ____ / ____ / ____ the following represents the total number of individuals on-site in the combined workforce of the prime and all subcontractors who worked on the above indicated contract number. Indicate number by each listed category; this information is as a supplement to the total hours submitted electronically via Capture on EEO Form 003.

Total # of Individuals

Female _____

African American/Black _____

Hispanic/Latino _____

Asian American _____

Native American/Alaskan Native _____

Native Hawaiian/Pacific Islander _____

Prepared by: _____

Name and Title of Prime Contractor's Representative

Email Address: _____ Telephone #: _____

This form is to be submitted by the Prime Contractor via Capture by the 15th of the month after the end of the quarter.

STATE OF ILLINOIS
VETERAN SMALL BUSINESS PARTICIPATION AND
UTILIZATION PLAN - CONSTRUCTION - PILOT
For State Agency/State University Use Only

It is the goal of the State to promote and encourage the continued economic development of small businesses owned and controlled by qualified veterans and that qualified service-disabled veteran-owned small businesses (SDVOSB) and veteran-owned small businesses (VOSB) participate in the State's procurement process as both prime contractors and subcontractors. 30 ILCS 500/45-57.

Contract Goal to be Achieved by Vendor: This solicitation includes a specific **Veteran Small Business** participation goal of **2%** based on the availability of CMS certified veteran-owned and service-disabled veteran-owned small business (VOSB/SDVOSB) vendors to perform or provide the anticipated services and/or supplies required by this solicitation.

The Veteran Small Business participation goal is applicable to all bids or offers. In addition to the other award criteria established for this solicitation, the Agency will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the certified VOSB/SDVOSB vendor. If Vendor is a CMS certified VOSB/SDVOSB vendor, the entire goal is met and no subcontracting with a CMS certified VOSB/SDVOSB vendor is required; however, **Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.**

The VOSB goal is separate and distinct from the DBE goal. A single firm may not be utilized to achieve credit toward both DBE and VOSB goals on a single project except when the firm is bidding the contract as the Prime Vendor, is certified as both a DBE and VOSB and will commit to meeting the two goals by self-performing the same or greater percentage of work under the contract as the DBE and VOSB goals added together.

Following are guidelines for Vendor's completion of the Utilization Plan. **Please read the guidelines carefully.**

- Utilization Plan (Form 2026-Pilot) is due with bid
- Good Faith Efforts (Form 2023) is due with bid, if applicable
- Participation Statement (Form 2025-Pilot) for each Veteran firm listed on the Form 2026-Pilot is due by 5:00 p.m. on the fifth calendar day after email notification to the prime by the Tollway of low apparent bidder status. In no case should a Contractor remove, replace, or change the commitment to a Veteran firm listed in the initial Utilization Plan Form 2026-Pilot without prior written consent of ISTHA. Under no circumstances is the bidder allowed to change the amount of the core bid submitted or any other documentation unrelated to this special provision.

Vendor should include any additional information that will add clarity to Vendor's proposed utilization of certified Veteran Small Business vendors to meet the targeted goal. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; (2) made good faith efforts towards meeting the entire goal; or (3) made good faith efforts towards meeting a portion of the goal. Any submission of good faith efforts by Vendor shall be considered as a request for a full or partial waiver.

At the time of bid or offer, Vendor, or Vendor's proposed Subcontractor, must be certified with CMS as a VOSB or SDVOSB. Failure to complete a Utilization Plan or provide Good Faith Effort documentation shall render the bid or offer non-responsive or not responsible.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the certified VOSB/SDVOSB vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the certified VOSB/SDVOSB vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the certified VOSB/SDVOSB vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward Veteran Small Business goal achievements for specific work performed by the certified VOSB/SDVOSB vendor. **Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the Agency.**
2. An agreement between a vendor and a certified VOSB/SDVOSB vendor in which a certified VOSB/SDVOSB vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The Agency may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed certified VOSB/SDVOSB vendor. Failure to cooperate by Vendor and certified VOSB/SDVOSB vendor may render the bidder or offeror non-responsive or not responsible. **The contract will not be finally awarded to Vendor unless Vendor's Utilization Plan is approved.**
3. **Veteran Small Business Certified Vendor Locator References:** Vendors may consult CMS' Veteran Small Business Vendor Directory at www.sell2.illinois.gov/cms/business, as well as the directories of other certifying agencies, but firms **must be certified with CMS as VOSB/SDVOSB vendors at the time of bid/offer.**
4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.
5. **Calculating Certified VOSB/SDVOSB Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all certified VOSB/SDVOSB vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by certified VOSB/SDVOSB vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
 - 5.1 The participation of VOSBs will be calculated on the amount of the Core Work, not Contingency Work identified in the bid documents. The Contractor's VOSB commitment will be assessed for any and all Extra Work Orders (EWO) and Change Orders (CO) at the time such orders are issued.
 - 5.1.1 *Contingency Work* is the anticipated work within the scope of the project which is included in the project to cover the work of such an uncertain nature that the location or quantity could not be identified prior to awarding the contract.

5.1.2 *Core Work* is the anticipated work within the scope of the project which is included in the project to cover the work of such a nature that the location and estimated quantity could be identified prior to awarding the contract.

- 5.2. The value of the work actually performed or goods/equipment provided by the certified VOSB/SDVOSB vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified VOSB/SDVOSB vendor, including supplies purchased or equipment leased by the certified VOSB/SDVOSB vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
- 5.3. A vendor shall count the portion of the total dollar value of the Veteran Small Business contract equal to the distinct, clearly defined portion of the work of the contract that the certified VOSB/SDVOSB vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other certified VOSB/SDVOSB vendor. Work performed by the non-certified VOSB/SDVOSB party shall not be counted toward the goal. **Work that a certified VOSB/SDVOSB vendor subcontracts to a non-certified VOSB/SDVOSB vendor will not count towards the goal.**
- 5.4. A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified VOSB/SDVOSB manufacturer; 60% of the cost of the materials or supplies required under the contract and obtained from a certified VOSB/SDVOSB regular dealer or supplier shall count toward the VOSB/SDVOSB goal. A Vendor shall count toward the goal the following expenditures to certified VOSB/SDVOSB vendors that are not manufacturers, regular dealers, or suppliers:
- 5.4.1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 5.4.2. The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified VOSB/SDVOSB vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
- 5.4.3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

- 5.5. Certified VOSB/SDVOSB vendors who are performing on contract as second tier subcontractors

may be counted in meeting the established Veteran Small Business goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.

- 5.6. A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.

5.6.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The certified VOSB/SDVOSB vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.

5.6.2. A certified VOSB/SDVOSB vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain certified VOSB/SDVOSB vendor participation. In determining whether a certified VOSB/SDVOSB vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which certified VOSB/SDVOSB vendors do not participate, and industry practices.

- 5.7. A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

6. **Good Faith Effort Procedures:** Vendor must submit a Utilization Plan (VOSB Form 2026) and Participation Statement(s) (VOSB Form 2025-Pilot) that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain via VOSB Form 2023 the good faith efforts it undertook to meet the goal. Utilization Plan, Participation Statement(s) and Good Faith Effort are due at the time of bid or offer submission. **Vendors will not be permitted to correct goal deficiencies after bid or offer due dates.** CMS or the State Agency, as its delegate, will consider the quality, quantity, and intensity of Vendor's efforts.

The Utilization Plan contains a checklist of actions that CMS or the State Agency, as its delegate, will consider as evidence of Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of CMS or the State Agency, as its delegate, may be relevant in appropriate cases.

- 6.1. In evaluating Vendor's good faith efforts, CMS or the State Agency, as its delegate, may consider whether the ability of other bidders or offerors to meet the contract goal suggests that good faith efforts could have resulted in Vendor meeting the goal.

- 6.2 If CMS or the State Agency, as its delegate, determines that Vendor has made good faith efforts to meet the goal, the Agency may award the contract provided that Vendor is otherwise eligible

for award.

6.3. If CMS or the State Agency, as its delegate, determines that good faith efforts have not been met, the bid or offer may be determined to be non-responsible by the Chief Procurement Office.

7. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If Vendor did not succeed in obtaining certified VOSB/SDVOSB vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified VOSB/SDVOSB vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.

7.1. The Utilization Plan may not be amended after contract execution without the Agency's prior written approval.

7.2. **Vendor may not make changes to its contractual certified VOSB/SDVOSB vendor commitments or substitute certified VOSB/SDVOSB vendors without the prior written approval of the Agency.** Unauthorized changes or substitutions, including performing the work designated for a certified VOSB/SDVOSB vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. Vendor must negotiate with the certified VOSB/SDVOSB vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work or goods/equipment, provided the certified VOSB/SDVOSB vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work, goods or equipment.

7.3. Substitutions of a certified VOSB/SDVOSB vendor may be permitted under the following circumstances:

7.3.1. Unavailability after receipt of reasonable notice to proceed;

7.3.2. Failure of performance;

7.3.3. Financial incapacity;

7.3.4. Refusal by the certified VOSB/SDVOSB vendor to honor the bid or proposal price or scope;

7.3.5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;

7.3.6. Failure of the certified VOSB/SDVOSB vendor to meet insurance, licensing or bonding requirements;

7.3.7. The certified VOSB/SDVOSB vendor's withdrawal of its bid or offer; or

7.3.8. Decertification of the certified VOSB/SDVOSB vendor.

7.4. If it becomes necessary to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan, Vendor must notify the Agency in writing of the request to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the

request.

- 7.5. Where Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified VOSB/SDVOSB vendor. Documentation of a replacement certified VOSB/SDVOSB vendor, or of good faith efforts to replace the certified VOSB/SDVOSB vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-certified VOSB/SDVOSB vendor or Vendor may perform the work.
- 7.6. If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified VOSB/SDVOSB vendors have a fair opportunity to submit a bid or offer on the new scope of work.
- 7.7. A new certified VOSB/SDVOSB vendor agreement must be executed and submitted to the Agency within five business days of Vendor's receipt of the Agency's approval for the substitution or other change.
- 7.8. Vendor shall maintain a record of all relevant data with respect to the utilization of certified VOSB/SDVOSB vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least five years after the completion of the contract. Full access to these records shall be granted by Vendor in a timely fashion upon written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the certified VOSB/SDVOSB vendor and final payment to the certified VOSB/SDVOSB vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the certified VOSB/SDVOSB vendor under the contract.
- 7.9. The Agency will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the certified VOSB/SDVOSB vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 7.10. The Agency reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

ILLINOIS STATE TOLL HIGHWAY AUTHORITY
VOSB FORM 2026-PILOT - UTILIZATION PLAN

CONTRACT NUMBER:

I-17-4688PRIME CONTRACTOR: Lake County Grading Company, LLCCONTACT NAME: Dave MeserveyCONTACT PHONE NUMBER: 847-362-2590CONTACT E-MAIL: d_meservey@lcgc.com

Check one:

- ☒ Contractor will meet or exceed the VOSB Contract Goal and will provide Disadvantaged Business Participation as presented below.
- ☐ Contractor will meet or exceed the VOSB Contract Goal because PRIME BIDDER IS A VOSB.
- ☐ Contractor requests a waiver of the VOSB Contract Goal.

The bidder is requesting the contract Goal be accordingly modified or waived. Attached is all information required by the Veteran Small Business Participation and Utilization Plan - Construction in support of this request, including Good Faith Efforts - Form 2023.

DOLLAR AMOUNT OF WAIVER REQUEST: _____

PERCENTAGE OF WAIVER REQUEST: _____

Instructions to Bidders:

- Bidders are required to comply with the Veteran Small Business Participation and Utilization Plan - Construction - Pilot.
- Submit only one Veteran Utilization Plan for each Project.
- This Utilization Plan, Form 2026-Pilot must:
 - be submitted with the bid or the bid may be deemed non-responsive
 - be an accurate representation of work and pricing agreed upon between the prime and the Veteran firm prior to bid submission
- The Participation Statement(s) (VOSB Form 2025), with original signatures, pay item description and pricing are to be submitted to Tollway Diversity at dbef@getipass.com by 5 p.m. on the fifth calendar day after notification to the prime by the Tollway of apparent low bidder status.
- Each company listed on the Utilization Plan and subsequent Participation Statement must be listed in a certifying agency's database as stipulated in the Special Provision at the time of bid submission to be considered acceptable for Veteran credit.
- In no case should a Contractor remove, replace or reduce the commitment to a Veteran firm listed in the initial Utilization Plan on the Participation Statement without prior written consent of ISTHA. Under no circumstances is the bidder allowed to change the amount of the core bid submitted or any other documentation unrelated to this special provision.

VOSB UTILIZATION PLAN		
VOSB Firm Name	Scope of Work Brief description of overall work to be performed	VOSB - Amount (\$) If supplier, enter 60% credit amount.
EB Bakey, Inc.	Trucking	\$204,600.00
	TOTAL	\$204,600.00 \$0.00

For e-bid: the submission of form 2026-PILOT constitutes signature of this form.

For hardcopy: signature required.

Signature

February 6, 2018

Date

Form 2026-Pilot 102017

Date: 2/6/2018
 To: Contact Name:
 Contractor Company Name: Lake County Grading Company
 From: Lynnette Robinson
 DBE Project Specialist

Please note in accordance with the Procurement code (30 ILCS 500), section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a sub-contract, if it, or any affiliate, is delinquent in the payment of any debt to the State, unless the person or affiliate has entered into a deferred payment plan to pay off the debt. (Procurement reform bill can be referenced on the Illinois Tollway website)

Subject: VOSB Plan Review	Date Original Plan Submitted: 2/6/2018	Revision # 0
Contract # I-17-4688	Established VOSB Goal: 20.00 %	
Contract Description: Elgin O'Hare Western Access Tollway, Advance Earthwork Grading Phase II, Western Access (I-490) from Supreme Drive to Old Higgins Road, M.P. 3.6 to M.P. 5.5		

☒ Contractor's plan as submitted meets the established VOSB goal for this contract

Notes:

VOSB Plan as Submitted by apparent low bidder:									
Contract Award Amount			\$9,987,770.96						
VOSB Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
E.R. Bakey, Inc.	Trucker	VOSB	Trucking	\$204,600.00	\$204,600.00	2.04 %	CMS	M	Caucasian
Total # of subcontracts: 1			TOTAL	\$204,600.00	\$204,600.00	2.04 %			
Total # of subcontractors: 1			Total %	2.04 %	2.04 %				

Mancillas, Pam

From: Dave Meservey <d_meservey@lccg.com>
Sent: Wednesday, February 07, 2018 4:17 PM
To: 4688 Pilot
Subject: Requested Documents for Contract I-17-4688
Attachments: 4688 LCGC VOSB 2025.pdf; LCGC LLC Ill Sec of State 011718.pdf; 4688 LCGC Tollway Standard Terms & Conditions.pdf; 4688 LCGC Responsible Bidder Affidavit.pdf

Dear Contract Services,

Attached are the following documents as requested in the Apparent Low Bidder - Additional Required Bid Documents letter we received today:

- Veterans Small Business Participation and Utilization - VOSB 2025-Pilot
- Authority to Transact Business in Illinois - Secretary of State Certificate of Good Standing
- Tollway Standard Terms & Conditions
- Responsible Bidder Affidavit

The DBE 2025(s)-Pilot will follow in a separate email in the next few days. Let me know if you have any questions.

Thank you,
Dave

Dave Meservey - Chief Estimator
Lake County Grading Company, LLC
32901 N. Highway 21, PO Box L
Libertyville, IL 60048
P: 847-362-2590x122
F: 847-362-9460
e: d_meservey@lccg.com

Vendor Information

CLOSE WINDOW

[Print](#)

Business & Contact Information

Business Name **E.R. BAKEY INC.**
 Contact Person **ERIC BAKEY**
 Address **180 S. WESTERN AVE# 158**
 > [Map This Address](#) **CARPENTERSVILLE, IL 60110**
 Phone **847-464-5700**
 Fax **847-464-5727**
 Email **ERICBAKEY@ERBAKEY.COM**
 Website **<http://WWW.ERBAKEY.COM>**
 System Vendor Number **20315634**
 Next Renewal **5/4/2018**

Classifications

Small Business Set-Aside **Yes**
 Program (SBSP) Registered
 Registering as a **Prime & Subcontractor**

NIGP Codes

NIGP Code	Description
NIGP 19246	Ice and Snow Removal Chemicals (See 775-45 for Road Salt)
NIGP 745	Road and Highway Building Materials (Asphaltic)
NIGP 74505	Asphalt, Aggregates
NIGP 75000	ROAD AND HIGHWAY BUILDING MATERIALS
NIGP 77545	Road Maintenance Salt (See Class 192 for Ice Removal Chemicals)
NIGP 909	BUILDING CONSTRUCTION SERVICES, NEW (INCL. MAINTENANCE AND REPAIR SERVICES)
NIGP 90900	BUILDING CONSTRUCTION SERVICES
NIGP 90930	Building Construction (Not Otherwise Classified)
NIGP 90957	Land Development and Sub-Division Services
NIGP 90974	Site Clean-up, Pre-Construction
NIGP 90975	Site Clean-up, Post-Construction
NIGP 90976	Site Work
NIGP 91300	CONSTRUCTION SERVICES, HEAVY
NIGP 91430	Concrete
NIGP 91463	Painting
NIGP 91484	Trade Services, Construction (Not Otherwise Classified)
NIGP 94065	Railroad Construction at Street Intersection (Including Maintenance and Repair)
NIGP 98800	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES



ILLINOIS

Bruce Rauner, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

December 13, 2017

Certification Term Expires: December 13, 2018

Mr. Eric Bakey
E.R. BAKEY INC.
180 S. WESTERN AVE# 158
CARPENTERSVILLE, IL 60110

Dear Eric Bakey:

Re: Service Disabled Veteran Owned Small Business (SDVOSB)

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Service Disabled Veteran Owned Small Business (SDVOSB) under the Business Enterprise Program (BEP) for Minority, Females, and Persons with Disabilities.

This certification is in effect with the State of Illinois as specified on the above certification term expiration date.

At least 15 days prior to the anniversary date of your certification, you will be notified by BEP to update your certification as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of changes will result in decertification of your firm.

Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Service Disabled Veteran Owned Small Business (SDVOSB) goals in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program in the specialty area(s) of:

NIGP 91051: MASONRY, CONCRETE, AND STUCCO MAINTENANCE, FINISHING, AND REPAIR (INCLUDES INSIDE CONCRETE SAWING AND GROUTING WORK)

NIGP 91345: CONSTRUCTION, SEWER AND STORM DRAIN

NIGP 91356: CONSTRUCTION, UTILITY/UNDERGROUND PROJECTS

NIGP 92678: REMEDIATION SERVICES, ENVIRONMENTAL (INCLUDING REHABILITATION SERVICES HAZARDOUS WASTE AND MOLD REMEDIATION)

NIGP 95896: WASTE MANAGEMENT SERVICES

NIGP 96155: MINING AND QUARRYING SERVICES

NIGP 96239: HAULING SERVICES

NIGP 96286: TRANSPORTATION OF GOODS, SHIPPING AND HANDLING, AND OTHER FREIGHT SERVICES

NIGP 96832: DEMOLITION

NIGP 96839: EXCAVATING

NIGP 96869: SEWER MAINTENANCE AND REPAIR

NIGP 96871: SOLID OR LIQUID WASTE DISPOSAL (INCLUDING MANAGEMENT SERVICES) (SEE 926-45 FOR HAZARDOUS WASTE DISPOSAL)

NIGP 96872: SNOW AND ICE REMOVAL SERVICES

NIGP 96888: TREE AND SHRUB REMOVAL SERVICES

NIGP 98852: LANDSCAPING (INCLUDING DESIGN, FERTILIZING, PLANTING, ETC. BUT NOT GROUNDS MAINTENANCE OR TREE TRIMMING SERVICES)

Please visit our website at www.opportunities.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service you may provide.

Thank you for your participation in the Business Enterprise Program. We welcome your participation and wish you continued

Illinois State Toll Highway Authority "ISTHA"

VOSB FORM 2025-Pilot - VOSB PARTICIPATION STATEMENT FORM

CONTRACT # 1-17-4688

VOSB FIRM NAME: E.T. Bailey

CHECK ALL THAT APPLY: VOSB ☒ SOVOSB ☐ MINORITY ☐ AF-AB ☐ AS-AB ☐ AS-PAC ☐ HISP ☐ CAUC ☐ OTHER: ☐

CHECK ALL THAT APPLY: PRIME ☐ JV PARTNER ☐ SUBCONTRACTOR ☐ TRUCKER ☒ SUPPLIER ☐ MANUFACTURER ☐

SUBCONTRACTOR: TIER 1 (SUB TO PRIME): ☒ Y ☐ N TIER 2 OR BELOW: ☐ Y ☐ N UNDER CONTRACT TO: ☐

This form must be completed for EACH VOSB participating in the VOSB Utilization Plan.
 This form is due to the Tollway by 5:00 pm on the fifth calendar day after notification to the prime by the Tollway as low apparent bidder to dbe@getipass.com.
 If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on company letterhead.

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL VOSB CREDIT AMOUNT (\$) (reduce to 60% of contract amount if firm is a SUPPLIER)
X2020410	Earth Excavation (Special)	1,860	\$110.00	\$204,600.00		\$204,600.00
TOTALS FOR THIS VOSB FIRM:						\$204,600.00

*Contingency Work must not be included under pay items and will not be approved toward VOSB goal participation until such time as those pay items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #15671013, will not be approved within the VOSB Utilization Plan. NOTE that these items are not included in the determination of the VOSB Goal percentage.

1. PARTIAL PAY ITEMS: For any of the above ITEMS that are partial pay items, specifically describe the work and subcontract dollar amount. Hourly semi cartage at \$110.00/hr

2. COMMITMENT: The undersigned certify that the information herein is true and correct, and that the VOSB listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understand that NO CHANGES to the type or scope of work performed by the VOSB may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the VOSB on this contract and the payment therefor must be provided to ISTHA's Department of Diversity and Strategic Development. The Prime Contractor will not assign any of the contract items listed above to a firm other than the VOSB identified below without ISTHA's prior written approval. The Prime Contractor must request, in writing, approval by ISTHA's Diversity and Strategic Development Department of any proposed amendment to the type or scope of work to be performed by the VOSB no later than three business days from the date the Prime Contractor becomes aware of the circumstances supporting the request. Failure to receive written approval prior to a change in type or scope is a violation of the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN and can subject the contractor to contract sanctions.

Chief Estimator / Member

Date: 2/6/18

Contact: Dave Meservy

Phone: 847-362-2590

Firm Name: Lake County Grading Company, LLC

Address: PO Box 1, Libertyville, IL 60048

Signature for VOSB Contractor

Date: 5 FEB 18

Contact: Eric P. Bailey

Phone: 847.464.5700

Firm Name: E.T. BAILEY INC.

Address: 180 S. WISCONSIN AVE 158 Appletonville IL 60110

FORM 4048, Issue 01-01-2014, TEMPLATE, 01-01-17

CONTRACT # 1-17-4688

VOSB FORM 2023**Demonstration of Good Faith Efforts to Achieve VOSB Construction Subcontracting Goal**

If the VOSB contract goal was not achieved, the Good Faith Efforts checklist and contacts log must be submitted with the bid. Failure to do so may render the bidder's solicitation response non-responsive and cause it to be rejected, or render the bidder ineligible for contract award, at ISTHA's sole discretion. The bidder must provide all evidence relied upon in support of its Good Faith Efforts with its bid.

Good Faith Efforts Checklist

Insert on each line below the initials of the authorized bidder representative who is certifying the bidder has completed the activities described below. If any of the items were not completed, attach a detailed written explanation. If any other efforts were made to obtain VOSB/SDVOSB participation in addition to the items listed below, attach a detailed written explanation.

____ Utilize the Sell2Illinois website to identify certified VOSB/SDVOSB vendors within the respective commodity/service codes and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.

- <https://www2.illinois.gov/cms/business/sell2/Pages/VendorSearch.aspx>

____ Identified portions of the contract work capable of performance by available VOSBs/SDVOSBs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate VOSB/SDVOSB participation even when the bidder could perform those scopes with its own forces.

____ Make a portion of the work available to certified VOSB/SDVOSB vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified VOSB/SDVOSB vendor participation.

____ Solicited through reasonable and available means (e.g., pre-bid meetings, networking session, written notices, advertisements) VOSBs/SDVOSBs to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond. Vendor must determine with certainty if the certified VOSB/SDVOSB vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal.

____ Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage VOSBs/SDVOSBs to submit bids.

____ Negotiated in good faith with interested VOSBs/SDVOSBs that submitted bids and thoroughly investigated their capabilities. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of certified VOSB/SDVOSB vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for certified VOSB/SDVOSB vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with certified VOSB/SDVOSB vendors and may take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified VOSB/SDVOSB vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified VOSB/SDVOSB vendors if the price difference is excessive or unreasonable. The certified VOSB/SDVOSB vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in Vendor's efforts to meet the goal.



VOSB FORM 2023
page 2

- _____ Made efforts to assist interested VOSBs/SDVOSBs in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).
- _____ Made efforts to assist interested certified VOSB/SDVOSB vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.
- _____ Utilized resources available to identify available VOSBs/SDVOSBs, including but not limited to VOSB/SDVOSB assistance groups; local, state and federal business assistance offices; and other organizations that provide assistance in the recruitment and placement of VOSBs/SDVOSBs.

Affidavit of Truthfulness: Signature below affirms accuracy of Good Faith Efforts and authority to provide above information

Print Name: _____ Phone contact: _____

Position: _____ E-mail address: _____

Signature: _____ Date: _____

**VOSB FORM 2023****Good Faith Efforts Contacts Log for Soliciting - VOSB Participation: Form 2023 continued**

Project name: _____

Project number: _____

Bidder name: _____

Contact person: _____

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of VOSBs/SDVOSBs. Duplicate as needed.

Name of VOSB/SDVOSB	Date and method of contact	Scope of work solicited	Reason agreement was not reached

Affidavit of Truthfulness: Signature below affirms accuracy of Good Faith Efforts and authority to provide above information

Print Name: _____

Phone contact: _____

Position: _____

E-mail address: _____

Signature: _____

Date: _____

Illinois State Toll Highway Authority

SPECIAL PROVISION
FOR
EARNED CREDIT PROGRAM

I. OBJECTIVE OF THE EARNED CREDIT PROGRAM:

To encourage contractors, subcontractors and fabricators to hire qualified Earned Credit Program (ECP) candidates, and assist local workforce development efforts to employ and retain qualified and eligible traditionally underserved populations e.g. African Americans, Asians, Hispanic, eligible offenders, exonerated individuals, females, veterans and other Workforce Innovation and Opportunity Act (WIOA) eligible individuals referred to them by training/community organizations.

The Tollway Earned Credit Program can only facilitate referrals of ECP candidates; a referral is not a guarantee of employment or an endorsement by the Tollway of a particular candidate. The Tollway makes no guarantee of suitability of ECP candidates for employment and all employment screening decisions are made by the employing entity through their established human resources hiring procedures using appropriate due diligence.

The ECP is applicable to construction projects as determined by the Tollway.

II. CONTRACTOR ASSURANCE: The Contractor agrees to include the following assurance in each subcontract that the Contractor signs with a subcontractor: "The contractor or subcontractor shall not discriminate on the basis of race, sex, color, veteran status, national origin, or sexual orientation in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Illinois Tollway deems appropriate."

III. DEFINITIONS:

- A. **ACTIVE CREDITS:** Earned credit available for submission and utilization on a construction bid.
- B. **ACTIVE EARNED CREDIT CERTIFICATE REGISTER:** Listing of all Active ECP Certificates indicating certificate number, value, owner and issue date.
- C. **AFRICAN AMERICAN:** Persons having origins in any of the Black racial groups of Africa.
- D. **ASIANS:** Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos Cambodia, the Philippines, Samoa, Guam, or the U.S. Trust Territories of the Northern Marinas.
- E. **AWARD CRITERIA:** Contractor's base bid minus earned bid credit subject to the Earned Credit Cap identified for each solicitation.
- F. **BID CREDITS:** Virtual dollar credits earned through employing and retaining eligible ECP referrals.
- G. **BASE BID:** The bid amount prior to applying the ECP bid credits.
- H. **CREDITS SUBMITTED:** Bid credits included in a construction bid as evidenced by an Earned Credit certificate. The total amount of the certificate will be considered as tendered unless otherwise indicated on the physical certificate.

- I. **CREDITS UTILIZED:** The amount of bid credits required to establish the apparent low bidder based on the difference between the award criterions of the lowest bidder and the next apparent low bidder plus \$1.00 of ECP credit.
- J. **EARNED CREDIT CERTIFICATE:** A numbered and notarized document that identifies contractor's name, Earned Credit Program participant(s) names and each individual's employment time frame along with applicable credit earned.
- K. **ECP ALLOCATION:** When ECP credits submitted by a prime contractor and subcontractor are applied proportionally to the total of all of the ECP credits originally submitted with the bid.
- L. **ECP CANDIDATES:** A job seeker who meets the criteria requirements to receive WIA adult services as determined by Illinois Department of Employment Security (IDES) and WIA and has graduated from a construction training program or has construction experience and can meet initial requirements for construction employment.
- M. **ECP CAP:** A contract-specific limit as determined by an approved Tollway formula on the amount of Earned Credit that can be applied as a bid credit. Any credits submitted above and beyond the bid earned credit cap will not be considered.
- N. **ECP PARTICIPANT:** An ECP CANDIDATE who is employed by an ECP participating contractor and is earning credits.
- O. **ELIGIBLE OFFENDER:** A person who has been convicted of a crime in Illinois or of an offense in any other jurisdiction that does not include any offense or attempted offense that would subject a person to registration under the Sex Offender Registration Act, the Arsonist Registration Act, or the Murderer and Violent Offender Against Youth Registration Act. "Eligible offender" does not include a person who has been convicted of committing or attempting to commit a Class X felony, aggravated driving under the influence of alcohol, other drug or drugs, or intoxicating compound or compounds, or any combination thereof, aggravated domestic battery, or a forcible felony.
- P. **ELIGIBLE:** IDES representative reviews applicable documentation to determine WIA adult service eligibility, as defined by the Workforce Investment Act, (administered by the Department of Commerce and Economic Opportunity) as well as evidence of U.S. citizenship or legal residence in the state, selective service registration as applicable, dislocated/displaced worker status, drug-free status, and other employment barriers.
- Q. **EXONERATED INDIVIDUALS:** A person who is legally cleared from guilt, blame, liability or punishment for a criminal or otherwise illegal or wrongful act.
- R. **FRINGE BENEFITS:** A form of compensation for the performance of services such as vacation pay, sick pay, holiday pay or health benefits. This amount is not included in the Earned Credit calculation.
- S. **HISPANIC:** Persons of Mexican, Puerto Rican, Cuban, Central American, South American or other Spanish culture or origin, regardless of race.
- T. **ILLINOIS workNet/IDES:** State of Illinois program that receives WIA funding to provide program eligibility and suitability assessments to individuals seeking employment, training and supportive services to enhance the individual's success in securing and retaining employment.

- U. INACTIVE CREDITS: Earned credit not available for submission due to utilization on a construction bid or superseded by current earned credits.
- V. NET WAGES PAID: Gross wages (excluding fringe benefits) paid to the ECP participant(s) from the original hiring contractor/fabricator.
- W. NEW HIRE BONUS CREDIT: One-time \$5,000 bid credit earned through the employment of an eligible first-time ECP CANDIDATES and retaining them for not less than 160 hours.
- X. QUALIFIED: Individual who meets basic construction employment requirements as identified by the specific trade, unions, local or construction management thereof.
- Y. REFERRALS: Individuals referred to contractors by various agencies via community based networks that are determined to be candidates for the ECP, have been determined to meet eligibility criteria, are drug free and are otherwise suitable candidates for construction-related employment opportunities.
- Z. SUITABILITY: Illinois workNet provides extensive career counseling modules and counseling and makes an official determination of the likelihood of an individual's success in a particular career choice based on test scores and verbal responses to targeted questions.
- AA. TOLLWAY: The Illinois State Toll Highway Authority.
- BB. TRADITIONALLY UNDERSERVED POPULATIONS: Groups as identified in the Workforce Investment Act who meet the Workforce Investment Act eligibility criteria and the successor Workforce Innovation and Opportunity Act (WIOA) of July 2014.
- CC. VETERANS: Individuals who have served in the U.S. military and are in possession of a DD214 Form.
- DD. WORKFORCE INVESTMENT OPPORTUNITY ACT (WIOA): Formally known as the Workforce Investment Act (WIA) originally signed into law in 1998 this act creates and funds services provided through the IDES Illinois workNet. The WIA Act is the predecessor of the WIOA signed into law of July 22, 2014.

IV. EARNED CREDIT PROGRAM INCENTIVES:

All contractors, subcontractors and fabricators interested in participating in the EARNED CREDIT PROGRAM may earn BID CREDITS which may be applied to Tollway construction contracts advertised for public bidding.

Unused ECP BID CREDITS do not expire.

A contractor/fabricator who employs a first-time ECP CANDIDATE shall earn credits for wages paid to the participant. The original ECP participating contractor/fabricator who hired and employed an ECP CANDIDATE as part of the ECP shall earn BID CREDITS for wages paid to the participant up to 5 years as stipulated in Section V. A contractor may re-hire an ECP PARTICIPANT previously terminated and continue to earn credits for that participant. If the ECP PARTICIPANT is not re-hired, a different contractor/fabricator may hire the ECP PARTICIPANT and may become eligible to earn credits for that participant.

As an example: Contractor A hired and employed an ECP CANDIDATE for one year and did not re-hire the ECP PARTICIPANT the following year, the ECP PARTICIPANT may earn credits for Contractor B.

V. CALCULATING EARNED CREDIT:

Interested contractors, subcontractors and fabricators may employ ECP PARTICIPANTS i on any public or private job located within the State of Illinois and accumulate BID CREDITS at the following rates to be applied to future Tollway construction contracts advertised for public bidding:

- A. Operating Engineers and Structural Steel Ironworkers: 50 cents for every dollar of wages paid;
- B. All other skilled trades and fabricators: 40 cents for every dollar of wages paid;
- C. Skilled Laborers: 30 cents for every dollar of wages paid.

Contractors are eligible for a \$5,000 NEW HIRE BONUS CREDIT when they employ eligible first-time ECP CANDIDATES, retain them for not less than 160 hours and provide written documentation of employment and wages paid.

ECP PARTICIPANTS shall be eligible to earn BID CREDITS for a period not to exceed five (5) years from the first date of initial hire by the first contractor participating in the ECP program inclusive of any layoff periods.

As an example: ECP HIRE 1 worked for Contractor A for one (1) year and was laid off for six (6) months. Upon employment with Contractor B, ECP HIRE 1 continues to be eligible to earn BID CREDITS for the remainder of the five (5) year eligibility term (three (3) years and six (6) months).

VI. BIDDING PROCEDURES:

All bids must comply with the applicable public bidding statutes, rules and regulations and the specific requirements of this solicitation to be considered responsive. Bids that fail to meet these minimum requirements may be considered non-responsive.

Each bid solicitation will have a contract-specific cap as determined by the approved Tollway formula on the amount of Earned Credit that can be applied as a bid credit. This particular solicitation has a cap of **\$250,000.00**. Any credits applied above and beyond the bid EARNED CREDIT CAP will not be considered.

- A. The Base Bid is to be clearly identified on line #1 of the P page;
- B. Line #2 is to include the total amount of BID CREDITS applied to the bid;
- C. Line #3 is to include the Award Criteria (Line #1 minus Line #2 equals Line #3).

All EARNED CREDIT CERTIFICATES submitted to calculate the bid credit included on Line #2 must be included in the original bid package. All earned credits utilized to become or remain the successful bid will become unavailable for inclusion in any other bid at the time the bidder's award criteria is deemed the lowest responsive and responsible bid. The EARNED CREDIT CERTIFICATE will be redeemed up to the amount needed to allow the contractor's bid to be the lowest bid for award of the contract and any unused remaining balance will be returned in the form of a new bid certificate to the contractor.

VII. JOINT VENTURE, SUBCONTRACTOR AND FABRICATOR PARTICIPATION:

Joint Venture partners may independently submit ECP CERTIFICATES towards the joint venture bid

subject to the overall ECP CAP. Subcontractors and fabricators may participate in the EARNED CREDIT PROGRAM as long as they adhere to the requirements specified herein for prime contractors. Subcontractor and fabricator EARNED CREDIT CERTIFICATES may be provided to prime contractors and used/applied by prime contractors in a bid solicitation, provided the prime contractor has committed to utilizing the subcontractor/fabricator in the performance of the contract unless such use is prohibited for reasons beyond the prime contractor's control. In the event that a subcontractor becomes disqualified from contract participation by no fault of the prime, (i.e. delinquent debt, etc.) the actual ECP credits utilized by the disqualified subcontractor that factored into the apparent winning bid will not be refunded to the subcontractor's ECP certificate balance.

For the ECP credits to be considered for utilization toward a bid, the submission must include an ECP certificate owned by the prime bidder.

In the event the prime contractor submits a subcontractor and/or fabricator's EARNED CREDIT CERTIFICATES in a Tollway bid solicitation, the prime contractor is required to perform the following:

- A. Ensure that the subcontractor and/or fabricator are aware of and have provided permission to the bidder as indicated on the EARNED CREDIT CERTIFICATE to use the EARNED CREDIT CERTIFICATE in the bid solicitation;
- B. Identify the scope of work and dollar amount committed to each subcontractor and/or fabricator where an EARNED CREDIT CERTIFICATE is being calculated in the bid credit;
- C. Ensure that the EARNED CREDIT CERTIFICATE is in ACTIVE mode. (This can be done through checking the Tollway Earned Credit website (www.illinoistollway.com) and click on "Doing Business") prior to submitting EARNED CREDIT CERTIFICATE in a Tollway bid solicitation); and
- D. Ensure that the total amount of EARNED CREDIT CERTIFICATES do not exceed the contract-specific ECP CAP. In the event of a successful bid, the excess credits shall be returned in proportion to what was originally submitted by the prime(s) and subcontractor(s).
- E. The prime contractor shall insert a copy of this ECP Special Provisions in each and every subcontract under this contract and it shall become a material term of the subcontracts.

ECP credits submitted by the prime contractor and/or subcontractor are applied proportionally to the amounts originally submitted on the bid.

VIII. EARNED CREDIT RECORDING:

To calculate a participating firm's BID CREDITS the Contractor is **required** to submit the following information prior to the Tollway's issuance of an EARNED CREDIT CERTIFICATE:

- a. Completed Request for bid certificate (Request for ECP CERTIFICATE - Form 0006) inclusive of ECP CANDIDATE information and NEW HIRE BONUS CREDIT request selection.
- b. Certified Payroll as evidence of wages paid that includes:
 - i. Contractor name
 - ii. Week ending date;
 - iii. Project and location
 - iv. Project or Contract No.
 - v. Name and Individual Identifying Number of Worker—last 4 digits only
 - vi. Work Classification
 - vii. Hours worked
 - viii. Total hours
 - ix. Rate of Pay
 - x. Gross Amount Paid
 - xi. Deductions

- xii. Total Deductions
- xiii. Net Wages Paid
- xiv. Signature page

ECP credit will only be given for ECP PARTICIPANTS up to 12 months retroactively from the hire date with evidence of WIA eligibility and receipt of documents as provided in section VIII. This period is inclusive of the ECP PARTICIPANT'S five (5) year eligibility period as provided in section V.

All hours worked may be subject to review and confirmed by the Tollway.

Failure to properly substantiate paid wages with the required information as stated in VIII. on Tollway forms will result in a delay of processing and may result in the loss of earned credits. The Contractor shall maintain a record of wages paid to Tollway referrals in accordance with the contract auditing record retention requirements.

IX. PROCEDURE FOR REQUESTING EARNED CREDIT CERTIFICATES:

The participating contractor or fabricator determines whether there are upcoming Tollway bid opportunities that the firm is interested in pursuing as a prime/sub/supplier of fabricated goods; and whether it would like to "cash in" some (or all) of the BID CREDITS earned to date by one (or all) of the ECP PARTICIPANTS employed by the participating firm. The firm confirms the ECP bid certificate is the most current or contacts the Tollway's Diversity Department and makes an official request for a bid certificate as outlined in Section VIII, via e- mail at ecp@getipass.com, fax at 630-271-7548 or postal service at Illinois Tollway – Diversity Earned Credit Program, 2700 Ogden Avenue, Downers Grove, Illinois, 60515

X. ISSUANCE AND TRACKING OF EARNED CREDIT CERTIFICATES:

The EARNED CREDIT CERTIFICATE shall be numbered for tracking purposes, and signed and notarized by the Tollway prior to issuance to the requesting firm. The requesting firm shall receive the requested certificate within the following schedule:

- Contractors requesting new EARNED CREDIT CERTIFICATES for ECP Credit earned in the prior month must submit their certified payroll (as listed in section VIII.B) and supporting information to the Tollway by the 15th of the following month.
- Tollway's schedule for issuing new certificates is as follows:
 1. Monthly requests covering 30 days, submitted by the 15th day of the month will be issued within one week;
 2. All other requests will be considered on a case-by-case basis.

Earned Credits are non-transferable. The original firm issued the EARNED CREDIT CERTIFICATE is the sole owner of the bid credits and shall not transfer, sell, loan or otherwise engage in transactions not specified in this document. ECP Credits transferred as part of merger or acquisition of a firm is allowed.

XI. LONGEVITY OF EARNED CREDIT CERTIFICATES:

EARNED CREDIT CERTIFICATES will be INACTIVE once utilized in a successful bid. Should the same EARNED CREDIT CERTIFICATE be submitted in multiple bids on the same date, the first bid opened containing the EARNED CREDIT CERTIFICATE will be considered for bid. All other bids containing a duplicate EARNED CREDIT CERTIFICATE will be placed in a suspended mode until the award recommendation of the prior bids has been issued; at such time, all duplicate EARNED CREDIT CERTIFICATES will be INACTIVATED as applicable and the remaining bid credit(s) and award criteria will be recalculated for subsequent bids. It is foreseeable that a contractor may apply the same Earned

Credit(s) to multiple solicitations that have the same bid opening date. Where multiple solicitations have the same bid opening date, the Tollway will open bids in numerical order with the lowest project number per the last four digits of the contract, being opened first. The certificate will be redeemed up to the amount needed to allow the contractor's bid to be the lowest apparent bid for award of the contract and any unused remaining balance will be returned in the form of a bid certificate to the contractor.

As an example: Bid 01 (RR-XX-1234) included ECP certificate A for \$100, Bid 02 (RR-XX-5678) also included ECP certificate A for \$100. Bid 01 utilized \$50 of ECP certificate A. Upon award recommendation of Bid 01, ECP Certificate A has \$50 remaining available for consideration in Bid 02.

In the event that a subcontractor becomes disqualified from contract participation by no fault of the prime, (i.e. delinquent debt, etc.) and the subcontractor actually utilized ECP credits in the bid process, the actual ECP credits utilized by the disqualified subcontractor that factored into the apparent winning bid will not be refunded to the subcontractors ECP certificate balance.

XII. FRAUDULENT USE OF EARNED CREDIT CERTIFICATES:

Any contractor who knowingly submits an INACTIVE EARNED CREDIT CERTIFICATE shall be permanently barred from participating in the EARNED CREDIT PROGRAM.

Any contractor who submits a subcontractor/fabricator's EARNED CREDIT CERTIFICATE without the permission of the subcontractor/fabricator and/or without committing to utilizing the subcontractor/fabricator by scope of service and dollar value of commitment in the bid shall be permanently barred from participating in the EARNED CREDIT PROGRAM.

Any contractor found to be reporting EARNED CREDIT PROGRAM wages that were not in fact paid or submitting forged EARNED CREDIT CERTIFICATES shall be permanently barred from participating in the EARNED CREDIT PROGRAM. The Tollway may report such reporting abuses to the Office of the Inspector General and applicable law enforcement authorities.

XIII. POTENTIAL SUPPORTIVE SERVICE INCENTIVES PROVIDED BY ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY/ILLINOIS WORKNET:

Participating contractors and fabricators may be eligible to receive additional incentives from the ECP hires enrolling in the Illinois workNet automated tracking system, Illinois Job Link. The following is a non-exhaustive list of potential reimbursements that the contractor/fabricator may be able to obtain after submission of the necessary receipts/documentation:

- A. Costs associated with mandatory physicals;
- B. Costs associated with mandatory training;
- C. Costs associated with tools, work clothes and work boots; and
- D. Tax incentives associated with hiring specified area codes or group members.

Contractors and fabricators should contact the applicable Illinois workNet for more information. Such reimbursements are not payable by the Tollway.

Situations not outlined in the EARNED CREDIT PROGRAM Special Provisions will be reviewed on a case-by-case basis by Tollway staff.



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.:

1-17-46BB

CONTRACTOR/CONSULTANT NAME:

LOVE COUNTY GRADING COMPANY, LLL

1. PAYMENT TERMS AND CONDITIONS:

- 1.1 **Minority Contractor Initiative:** Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 1.2 **Expenses:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 1.3 **Prevailing Wage:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 1.4 **Federal Funding:** This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 1.5 **Invoicing:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through December 31 of any year must be submitted to the State no later than February 28 of the following year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
 - 1.5.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
 - 1.5.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

- 2. ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.

3. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of five years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of five years from the later of final payment under the term or completion of the subcontract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, the Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.
4. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
5. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
6. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
7. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
8. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the

State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

9. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their directors, agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
10. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
11. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
12. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
13. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
14. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at <http://www.ilga.gov>.
15. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
16. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

17. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
18. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
19. **PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
20. **FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
21. **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
22. **WARRANTIES FOR SUPPLIES AND SERVICES:**
- 22.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
- 22.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
- 22.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

23. REPORTING, STATUS AND MONITORING SPECIFICATIONS:

23.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

23.2 By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

24. EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

25. SUPPLEMENTAL PROVISIONS

25.1 TOLLWAY SUPPLEMENTAL PROVISIONS

25.1.1 Agents and Employees:

Vendor shall be responsible for the negligent acts and omissions of its agents, employees and subcontractors in their performance of Vendor's duties under this Contract. Vendor represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services or supplying goods hereunder. In the event that the Tollway determines that any individual performing services or supplying goods for Vendor hereunder is not providing such skilled services or delivery of goods, it shall promptly notify the Vendor and the Vendor shall replace that individual.

25.1.2 Publicity:

Vendor shall not, in any advertisement or any other type of solicitation for business, state, indicate or otherwise imply that it is under contract to the Tollway nor shall the Tollway's name be used in any such advertisement or solicitation without prior written approval except as required by law.

25.1.3 Third Party Beneficiaries:

There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the Tollway/Buyer and the Vendor.

25.1.4 Successors in Interest:

All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

25.1.5 Venue:

Any claim against the Tollway arising out of this contract must be filed exclusively with Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois for State claims and the U.S. District Court for the Northern District of Illinois for Federal claims.

25.1.5.1 Whenever "State" is used or referenced in this Contract, it shall be interpreted to mean "Tollway".

25.1.5.2 The State Prompt Payment Act (30 ILCS 40) does not apply to the Tollway.

25.1.5.3 The Tollway is not currently an appropriated agency.

- 25.2 REPORT OF A CHANGE IN CIRCUMSTANCES: The Contractor agrees to report to the TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the CONTRACTOR's ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to changes in the CONTRACTOR's Certification/Disclosure Forms, the CONTRACTOR's IDOT pre-qualification, or any certification or licensing required for this project. Additionally, (CONTRACTOR/VENDOR) agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the CONTRACTOR, or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

Further, the CONTRACTOR agrees to incorporate substantially similar reporting requirements into the terms of any and all subcontracts relating to work performed under this agreement. The (CONTRACTOR/VENDOR) agrees to forward or relay to the Tollway any reports received from subcontractors pursuant to this paragraph within 21 days.

Finally, the CONTRACTOR acknowledges and agrees that the failure of the CONTRACTOR to comply with this reporting requirement shall constitute a material breach of contract which may result in this contract being declared void.

25.3 VENDOR SUPPLEMENTAL PROVISIONS

☐ Vendor Supplemental Provisions:

STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

LAKE COUNTY

GRADING CO. LLC

agrees with the terms and conditions set forth in the State of Illinois Invitation for Bid, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

	Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency/University for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor's exceptions accepted by the State thereto as set forth below.
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as "add," "replace," and/or "delete."
	NONE
	ADDITIONAL TERMS AND CONDITIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.
	NONE

_____ hereby agrees to the exceptions provided by _____ and to the Additional Terms and Conditions provided by _____.

Agreed:	Agreed:
By:	By:
Signed:	Signed:
Position:	Position:
Date:	Date:



Sub-Contractor/Consultant Information/Delinquent Debt Review
Contractor/Consultant
Sub-Contractor/Consultant
FEIN

Date: 2/6/18

Project Number: 1-17-4688

Project Name: ELGIN D'HARE WESTERN ACCESS TOLLWAY
ADVANCE EARTHWORK GRADING PHASE II

Sub-Contractor/Consultant Disclosure

Will you be using any sub-consultants/contractors? ☒ Yes ☐ No

If yes, you must identify below, to the extent the information is known, regardless of the subcontract value, the names, addresses and type of work all Sub-Contractors/Consultants that will be utilized in the performance of this Contract, together with the anticipated dollar value (Sub-Contractors) or percentage (Sub-Consultants) each is expected to receive pursuant to this Contract. The list of sub-contractors/consultants should include but not be limited to sub-contractors/consultants, suppliers and truckers proposed to achieve disadvantaged business enterprise and veteran owned business goals. The State may request updated information at any time. For purposes of this section Sub-Contractors/Consultants are those specifically hired to perform part of the work of this contract. Non-DBE suppliers and truckers do not need to be included.

Upon request, our firm agrees to provide a copy of the subcontract, if required, within fifteen (15) days after execution of the contract if selected, or after execution of the subcontract, whichever is later, for those subcontracts with an annual value of more than \$50,000. All subcontracts over \$50,000 must include the same certifications that the Vendor must make as a condition of the contract. The vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

Delinquent Payment. The Contractor/Consultant 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 the 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/Consultant further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the Contractor/Consultant or any affiliate is determined to be delinquent in the payment of any debt to the State during the term of the contract.

Contractor/Consultant: LAKE COUNTY GRADING COMPANY, LLC

Federal Employment Identification Number (FEIN) [REDACTED]

E-Mail: d.meservey@lccg.com

Include an attachment if more space is needed to provide the below information. The attachment must provide the requested information.

NOTE for Construction Contracts: List all known subcontractors including those identified in the Bid Package on DBE Form 2026-Pilot and VOSB Form 2026-Pilot, and include any name listed in the "Under Contract To" section of these forms.

<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor/Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u>
		<u>SEE ATTACHED</u>		

Signature: [REDACTED]

Date: 2/6/18

Printed Name: DAVE MESERVEY

3. SUB-CONTRACTOR WORK				
Scope of Work	Related Pay Item	% of Total Contract	Approx \$ Value	Identified Contractor
Semi Cartage	66900200 / X2020410	5.0%	\$ 515,000.00	321 Co. ✓
Semi Cartage	X2020410	2.0%	\$ 225,000.00	ER Bakey Inc. ✓
Box Culvert / CIP Concrete	Multiple	11.5%	\$ 1,200,000.00	Midwest REM ✓
Electrical	Multiple	1.8%	\$ 196,000.00	Hecker ✓
Fencing	Multiple	0.7%	\$ 71,000.00	Northern Contracting ✓
Landscaping	Multiple	5.3%	\$ 553,000.00	Laredo Systems ✓
Tree Clearing	20100500	0.4%	\$ 41,000.00	Homer Tree Service, Inc. ✓

321 Co FEIN#
 ER Bakey FEIN#
 Midwest FEIN#
 Hecker FEIN#
 Northern Contracting FEIN#
 Laredo Systems FEIN#
 Homer Tree Service, Inc FEIN#



Substance Abuse Prevention
Program Certification
Public Act 95-0635

Contract # I-17-4688 Today's Date 2/6/18

The undersigned Contractor(s) and Subcontractor(s) certify that they have read the provisions of the Substance Abuse Prevention on Public Works Act, Public Act 95-0635, and are in compliance with the terms of the Act.

 The Contractor/Subcontractors hereby certify that they are exempt from the provisions of Public Act 95-0635 because it is a party to a collective bargaining agreement that deals with Substance Abuse and Prevention as provided for in the Act.

X The Contractor/Subcontractors hereby certify they have a program in place to address Substance Abuse and Prevention as provided for in the Act and will submit the same to the Illinois Tollway prior to issuance of an Authorization to Proceed.

LAKE COUNTY GRADING COMPANY, LLC
Contractor

DAVE MESERVEY - MEMBER
Name/Title of Authorized Representative

[REDACTED]
Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

OFFICE OF THE ILLINOIS SECRETARY OF STATE

JESSE WHITE
SECRETARY OF STATE

LLC FILE DETAIL REPORT

File Number	00640859		
Entity Name	LAKE COUNTY GRADING COMPANY, LLC		
Status	ACTIVE	On	11/16/2017
Entity Type	LLC	Type of LLC	Domestic
File Date	12/19/2001	Jurisdiction	IL
Agent Name	CORPORATION AGENTS, INC.	Agent Change Date	12/19/2001
Agent Street Address	611 S MILWAUKEE, PO BOX 400	Principal Office	32901 NORTH HIGHWAY 21 LIBERTYVILLE, IL 60048
Agent City	LIBERTYVILLE	Managers	View
Agent Zip	60048	Duration	
Annual Report Filing Date	11/16/2017	For Year	2017
Old LLC Name	03/21/2002 - LCG, LLC		
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

[Return to the Search Screen](#)[Purchase Certificate of Good Standing](#)
(One Certificate per Transaction)

OTHER SERVICES

[File Annual Report](#)[Adopting Assumed Name](#)[Articles of Amendment Effecting A Name Change](#)[Change of Registered Agent and/or Registered Office Address](#)[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:32 03/07/18

ACTION: S

VENDOR NUMBER=

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/07/18 AT 09:38 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER . PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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OFFSET CONTRACT INQUIRY

09:32 03/07/18

ACTION: S

VENDOR NUMBER=

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/07/18 AT 09:34 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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ER BAKEY

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OFFSET CONTRACT INQUIRY

09:32 03/07/18

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/07/18 AT 09:35 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:39 03/21/18

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/21/18 AT 07:39 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM. *

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

MIDWEST REM

CIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:32 03/07/18

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 01 OF 01

VENDOR NAME: MIDWEST REM ENTERPRISES INC

CLAIMING AGENCY NUMBER: 492

CLAIMING AGENCY NAME: DEPT OF REVENUE

CLAIMING AGENCY PHONE NUMBER: 217/785-3731

DISCLAIMER:

AS OF 03/07/18 AT 09:35 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. AN ACTIVE CLAIM MEANS A CLAIM THAT HAS NOT BEEN FULLY SETTLED BY PAYMENT TO THE CLAIMING AGENCY. AN ACTIVE CLAIM COULD BE SUBJECT TO A PENDING ADMINISTRATIVE OR JUDICIAL PROTEST, PAYMENTS IN PROCESS, OR A WRITTEN PAYMENT AGREEMENT WITH THE CLAIMING AGENCY. PLEASE CONTACT THE CLAIMING AGENCY THAT IS IDENTIFIED ON THIS SCREEN, AND/OR THE VENDOR FOR FURTHER DETAILS ON THIS CLAIM.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Resolved

Mancillas, Pam

From: Biggs, Susan
Sent: Thursday, March 08, 2018 12:30 PM
To: Mancillas, Pam
Subject: FW: IL Dept of Revenue (Midwest REM - I-17-4688)
Attachments: CCF_000632.pdf

Hi Pam,

Info from Midwest REM regarding their delinquent debt.

Let me know if we need anything else.
Sue

From: Oscar Baeza [<mailto:obaeza@midwestrem.com>]
Sent: Thursday, March 08, 2018 12:27 PM
To: Biggs, Susan
Cc: d_meservey@lccg.com; 'Walter Murphy'
Subject: RE: IL Dept of Revenue

Hi Susan,

I resolved the debt with the IL Department of Revenue this morning and sent confirmation thereof to Springfield, attached is a copy of the receipt. The primary point of contact in their office notated our account, however, he says it may take some days for the system to update.

I'm also filing a "Request for Tax Clearance" with the Dept of Revenue in hopes of speeding this process along.

I apologize for any delays this has created.

Regards,

Oscar Baeza
312.859.8026

From: Biggs, Susan [<mailto:sbiggs@getipass.com>]
Sent: Wednesday, March 7, 2018 2:15 PM
To: 'Oscar Baeza' <obaeza@midwestrem.com>
Subject: RE: IL Dept of Revenue

From: Oscar Baeza [<mailto:obaeza@midwestrem.com>]
Sent: Wednesday, March 07, 2018 2:19 PM
To: Biggs, Susan
Subject: IL Dept of Revenue

Taxpayer Statement



#BWNKMGV
#CNXX X2X7 7952 56X0#
MIDWEST REM ENTERPRISES INC
2601 W LE MOYNE ST
MELROSE PARK IL 60160-1831

March 8, 2018

TDD 1 800 544-5304



Letter ID: CNXXX2X7795256X0

Account ID: [REDACTED]

Total amount due: \$875.00

This statement lists our most recent information about your unpaid balance, available credits, or returns you have not filed.
A payment voucher is included so you may pay the balance due.

RUT-50 Vehicle Tax

Account ID: [REDACTED]

Period	Tax	Penalty	Interest	Other	Payments/Credits	Balance
18-Jul-2018	840.00	102.50	47.50	-	(115.00)	875.00

RECEIVED 05
CHICAGO CASPERS SECTION

MAR 08 2018

ILLINOIS DEPT. OF REVENUE

SOA

Retain this portion for your records.
Fold and detach on perforation. Return bottom portion with your payment.

CIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:32 03/07/18

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/07/18 AT 09:36 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELINQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

CIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:32 03/07/18

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/07/18 AT 09:36 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:32 03/07/18

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/07/18 AT 09:37 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN
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SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/
10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE
DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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VENDOR NUMBER=

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VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

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10.05. A VENDOR MAY BE DELINQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE
DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: Click here to enter text.

Business Name: Lake County Grading Company, LLC

Taxpayer Identification Number:

Social Security Number: Click here to enter text.

or

Employer Identification Number: [REDACTED]

Legal Status (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input checked="" type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | (select applicable tax classification) |
| | <input type="checkbox"/> C = corporation |
| | <input checked="" type="checkbox"/> P = partnership |

Signature of Authorized Representative: [REDACTED]

Date: February 14, 2018

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 12855

Lake County Grading Company, LLC

PO Box L

Libertyville IL 60048

Information for this business last updated on:

Tuesday, September 19, 2017

Certificate produced on Thursday, February 01, 2018 at 8:59 AM



File Number

0064085-9



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

LAKE COUNTY GRADING COMPANY, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON DECEMBER 19, 2001, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 17TH
day of JANUARY A.D. 2018 .***

Jesse White

SECRETARY OF STATE

Authentication #: 1801701754 verifiable until 01/17/2019

Authenticate at: <http://www.cyberdriveillinois.com>

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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Lake County Grading Company, LLC, DBA Lake County Grading Company, LLC

System Vendor Number: 20351186

[Return to Main Form](#)

Vendor Registration

FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	12/7/2017
STATUS	Accepted
BUSINESS NAME	Lake County Grading Company, LLC DBA Lake County Grading Company, LLC
POINT OF CONTACT	Dave Meservey
FLAG FORM	Add Flag

A. Business Information

1. YOUR BUSINESS IS REGISTERING AS	Prime contractor and subcontractor	10
A		
2. NAME OF CEO/BUSINESS OWNER	Michael Wolff	10
3. ANNUAL SALES/GROSS RECEIPTS	49000000	10
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	12/1/2001	10
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	10
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Dave Meservey	10
CONTACT PERSON TITLE	Chief Estimator	
CONTACT PERSON PHONE	847-362-2590 x 122	
CONTACT PERSON EMAIL	d_meservey@lcgc.com	

B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	State Agency	10
--	--------------	----

Vendor Registration: View Form

[General](#) [Public Profile](#) [Users](#) [Commodity Codes](#) [Contacts & Owners](#) [Comments](#) [Reviews](#) [Certifications](#) [Site Visits](#) [Registrations](#)

Lake County Grading Company, LLC, DBA Lake County Grading Company, LLC

System Vendor Number: 20351186

[Return to Main Form](#)

Vendor Registration

FORM NAME C. Small Business Set-Aside Program

DESCRIPTION Complete the Small Business Set-Aside Program form

DATE SUBMITTED 12/7/2017

STATUS Accepted

BUSINESS NAME Lake County Grading Company, LLC DBA Lake County Grading Company, LLC

POINT OF CONTACT [Dave Meservev](#)

FLAG FORM [Add Flag](#)

C. Small Business Set-Aside Program

1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM? No

Additional Information

STAFF ATTACHED FILE(S)

[Attach File](#)[Refresh List](#) after attaching file(s).[Customer Support](#)

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Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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Lake County Grading Company, LLC, DBA Lake County Grading Company, LLC



System Vendor Number: 20351186

[Return to Main Form](#)

Vendor Registration


FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E. In order to submit this form.
DATE SUBMITTED	12/7/2017
STATUS	Accepted
BUSINESS NAME	Lake County Grading Company, LLC DBA Lake County Grading Company, LLC
POINT OF CONTACT	Dave Meservey
FLAG FORM	Add Flag

D. Department of Human Rights (DHR)

1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	120	
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year.	

11195800 exp 11/22/21

E. Authorized to do Business in Illinois

1. IS YOUR BUSINESS REGISTERED AND AUTHORIZED TO DO BUSINESS IN ILLINOIS?	Yes, registered and in good standing with the Illinois Secretary of State	
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Additional Information

STAFF ATTACHED FILE(S)

[Attach File](#)[Refresh List](#) after attaching file(s).

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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Lake County Grading Company, LLC, DBA Lake County Grading Company, LLC

System Vendor Number: 20351186

[Return to Main Form](#)

Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	12/7/2017
STATUS	Accepted
BUSINESS NAME	Lake County Grading Company, LLC DBA Lake County Grading Company, LLC
POINT OF CONTACT	Dave Meservy
FLAG FORM	Add Flag

F. Certifications

1. VENDOR CERTIFIES IT AND ITS EMPLOYEES WILL COMPLY WITH APPLICABLE PROVISIONS OF THE UNITED STATES CIVIL RIGHTS ACT, SECTION 504 OF THE FEDERAL REHABILITATION ACT, THE AMERICANS WITH DISABILITIES ACT, AND APPLICABLE RULES IN PERFORMANCE OF THIS CONTRACT.

Yes

2. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES HE/SHE IS NOT IN DEFAULT ON AN EDUCATIONAL LOAN. 5 ILCS 385/3

Yes

3. VENDOR CERTIFIES THAT IT HAS REVIEWED AND WILL COMPLY WITH THE DEPARTMENT OF EMPLOYMENT SECURITY LAW (20 ILCS 1005/1005-47) AS APPLICABLE

Yes

4. IF YOU ARE AWARDED A CONTRACT FOR WHICH THERE WAS A CURRENT VENDOR PROVIDING THE SERVICES COVERED BY THAT CONTRACT AND THE EMPLOYEES OF THAT VENDOR WHO PROVIDED THOSE SERVICES WERE COVERED BY A COLLECTIVE BARGAINING AGREEMENT, VENDOR CERTIFIES (I) THAT IT WILL OFFER TO ASSUME THE COLLECTIVE BARGAINING OBLIGATIONS OF THE PRIOR EMPLOYER, INCLUDING ANY EXISTING COLLECTIVE BARGAINING AGREEMENT WITH THE BARGAINING REPRESENTATIVE OF ANY EXISTING COLLECTIVE BARGAINING UNIT OR UNITS PERFORMING SUBSTANTIALLY SIMILAR WORK TO THE SERVICES COVERED BY THAT CONTRACT SUBJECT TO ITS BID OR OFFER; AND (II) THAT IT SHALL OFFER EMPLOYMENT TO ALL EMPLOYEES THAT ARE THEN CURRENTLY EMPLOYED IN ANY EXISTING BARGAINING UNIT WHO PERFORMS SUBSTANTIALLY SIMILAR WORK TO THE WORK THAT WILL BE PERFORMED PURSUANT TO THAT CONTRACT. THIS DOES NOT APPLY TO HEATING, AIR CONDITIONING, PLUMBING AND ELECTRICAL SERVICE CONTRACTS. 30 ILCS 500/25-80

Yes

5. VENDOR CERTIFIES IT HAS NEITHER BEEN CONVICTED OF BRIBING OR ATTEMPTING TO BRIBE AN OFFICER OR EMPLOYEE OF THE STATE OF ILLINOIS OR ANY OTHER STATE, NOR MADE AN ADMISSION OF GUILT OF SUCH CONDUCT THAT IS A MATTER OF RECORD. 30 ILCS 500/50-5

Yes

6. IF VENDOR HAS BEEN CONVICTED OF A FELONY, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF COMPLETION OF THE SENTENCE FOR SUCH FELONY, UNLESS NO PERSON HELD RESPONSIBLE BY A PROSECUTOR'S OFFICE FOR THE FACTS UPON WHICH THE CONVICTION WAS BASED CONTINUES TO HAVE ANY INVOLVEMENT WITH THE BUSINESS. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10

Yes

7. IF VENDOR OR ANY OFFICER, DIRECTOR, PARTNER, OR OTHER MANAGERIAL AGENT OF VENDOR 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, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF THE CONVICTION. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10.5

Yes

8. VENDOR CERTIFIES THAT IT AND ITS AFFILIATES ARE NOT DELINQUENT IN THE PAYMENT OF ANY DEBT TO THE UNIVERSITY OR THE STATE (OR IF DELINQUENT, HAVE ENTERED INTO A DEFERRED PAYMENT PLAN TO PAY THE DEBT). 30 ILCS 500/50-11, 50-60

Yes

9. VENDOR CERTIFIES THAT IT AND ALL AFFILIATES SHALL COLLECT AND REMIT ILLINOIS USE TAX ON ALL SALES OF TANGIBLE PERSONAL PROPERTY INTO THE STATE OF ILLINOIS IN ACCORDANCE WITH PROVISIONS OF THE ILLINOIS USE TAX ACT. 30 ILCS 500/50-12

Yes

10. VENDOR CERTIFIES THAT IT HAS NOT BEEN FOUND BY A COURT OR THE POLLUTION CONTROL BOARD TO HAVE COMMITTED A WILLFUL OR KNOWING VIOLATION OF THE ENVIRONMENTAL PROTECTION ACT WITHIN THE LAST FIVE YEARS, AND IS THEREFORE NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-14

Yes

11. VENDOR CERTIFIES IT HAS NEITHER PAID ANY MONEY OR VALUABLE THING TO INDUCE ANY PERSON TO REFRAIN FROM BIDDING ON A STATE CONTRACT, NOR ACCEPTED ANY MONEY OR OTHER VALUABLE THING, OR ACTED UPON THE PROMISE OF SAME, FOR NOT BIDDING ON A STATE CONTRACT. 30 ILCS 500/50-25

Yes

12. VENDOR CERTIFIES IT HAS READ, UNDERSTANDS AND IS NOT KNOWINGLY IN VIOLATION OF THE "REVOLVING DOOR" PROVISION OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/50-30

Yes

13. VENDOR CERTIFIES THAT IF IT HIRES A PERSON REQUIRED TO REGISTER UNDER THE LOBBYIST REGISTRATION ACT TO ASSIST IN OBTAINING ANY STATE CONTRACT, THAT NONE OF THE LOBBYIST'S COSTS, FEES, COMPENSATION, REIMBURSEMENTS OR OTHER REMUNERATION WILL BE BILLED TO THE STATE. 30 ILCS 500/50-38

Yes

14. VENDOR CERTIFIES THAT IT WILL NOT RETAIN A PERSON OR ENTITY TO ATTEMPT TO INFLUENCE THE OUTCOME OF A PROCUREMENT DECISION FOR COMPENSATION CONTINGENT IN WHOLE OR IN PART UPON THE DECISION OR PROCUREMENT. 30 ILCS 500/50-38

Yes

15. VENDOR CERTIFIES IT WILL REPORT TO THE ILLINOIS ATTORNEY GENERAL AND THE CHIEF PROCUREMENT OFFICER ANY SUSPECTED COLLUSION OR OTHER ANTI-COMPETITIVE PRACTICE AMONG ANY BIDDERS, OFFERORS, CONTRACTORS, PROPOSERS, OR EMPLOYEES OF THE STATE. 30 ILCS 500/50-40, 50-45, 50-50

Yes

16. VENDOR CERTIFIES THAT IF IT IS AWARDED A CONTRACT THROUGH THE USE OF THE PREFERENCE REQUIRED BY THE PROCUREMENT OF DOMESTIC PRODUCTS ACT, THEN IT SHALL PROVIDE PRODUCTS PURSUANT TO THE CONTRACT OR A SUBCONTRACT THAT ARE MANUFACTURED IN THE UNITED STATES. 30 ILCS 517

Yes

17. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT FOR PUBLIC WORKS, STEEL PRODUCTS USED OR SUPPLIED IN THE PERFORMANCE OF THAT CONTRACT SHALL BE MANUFACTURED OR PRODUCED IN THE UNITED STATES, UNLESS THE EXECUTIVE HEAD OF THE PROCURING AGENCY/UNIVERSITY GRANTS AN EXCEPTION IN WRITING. 30 ILCS 565

Yes

18. IF VENDOR IS AWARDED A CONTRACT WORTH MORE THAN \$5,000 AND EMPLOYS 25 OR MORE EMPLOYEES, VENDOR CERTIFIES IT WILL PROVIDE A DRUG FREE WORKPLACE PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

Yes

19. IF VENDOR IS AN INDIVIDUAL AND IS AWARDED A CONTRACT WORTH MORE THAN \$5,000, VENDOR CERTIFIES IT SHALL NOT ENGAGE IN THE UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE DURING THE PERFORMANCE OF THE CONTRACT PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

N/A

20. VENDOR CERTIFIES THAT NEITHER VENDOR NOR ANY SUBSTANTIALLY OWNED AFFILIATE IS PARTICIPATING OR SHALL PARTICIPATE IN AN INTERNATIONAL BOYCOTT IN VIOLATION OF THE U.S. EXPORT ADMINISTRATION ACT OF 1979 OR THE APPLICABLE REGULATIONS OF THE UNITED STATES DEPARTMENT OF COMMERCE. 30 ILCS 582

Yes

21. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN OR WILL BE PRODUCED IN WHOLE OR IN PART BY FORCED LABOR OR INDENTURED LABOR UNDER PENAL SANCTION. 30 ILCS 583

Yes

22. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN PRODUCED IN WHOLE OR IN PART BY THE LABOR OR ANY CHILD UNDER THE AGE OF 12. 30 ILCS 584

Yes

23. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT INCLUDING INFORMATION TECHNOLOGY, ELECTRONIC INFORMATION, SOFTWARE, SYSTEMS AND EQUIPMENT, DEVELOPED OR PROVIDED UNDER ANY CONTRACT, IT WILL COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE ILLINOIS INFORMATION TECHNOLOGY ACCESSIBILITY ACT STANDARDS. 30 ILCS 587

Yes

24. VENDOR CERTIFIES THAT IF IT OWNS RESIDENTIAL BUILDINGS, THAT ANY VIOLATION OF THE LEAD POISONING PREVENTION ACT HAS BEEN MITIGATED. 410 ILCS 45

Yes

25. VENDOR CERTIFIES IT HAS NOT BEEN CONVICTED OF THE OFFENSE OF BID RIGGING OR BID ROTATING OR ANY SIMILAR OFFENSE OF ANY STATE OR OF THE UNITED STATES. 720 ILCS 5/33 E-3, E-4, E-11

Yes

26. VENDOR CERTIFIES IT COMPLIES WITH THE ILLINOIS DEPARTMENT OF HUMAN RIGHTS ACT AND RULES APPLICABLE TO PUBLIC CONTRACTS, WHICH INCLUDE PROVIDING EQUAL EMPLOYMENT OPPORTUNITY, REFRAINING FROM UNLAWFUL DISCRIMINATION, AND HAVING WRITTEN SEXUAL HARASSMENT POLICIES. 775 ILCS 5/2-105

Yes

27. VENDOR CERTIFIES IT DOES NOT PAY DUES TO OR REIMBURSE OR SUBSIDIZE PAYMENTS BY ITS EMPLOYEES FOR ANY DUES OR FEES TO ANY "DISCRIMINATORY CLUB." 775 ILCS 25/2

Yes

28. VENDOR WARRANTS AND CERTIFIES THAT IT AND, TO THE BEST OF ITS KNOWLEDGE, ITS SUBCONTRACTORS HAVE AND WILL COMPLY WITH EXECUTIVE ORDER NO. 1 (2007). THE ORDER GENERALLY PROHIBITS VENDORS AND SUBCONTRACTORS FROM HIRING THE THEN-SERVING GOVERNOR'S FAMILY MEMBERS TO LOBBY PROCUREMENT ACTIVITIES OF THE STATE, OR ANY OTHER GOVERNMENT IN ILLINOIS INCLUDING LOCAL GOVERNMENTS IF THAT PROCUREMENT MAY RESULT IN A CONTRACT VALUED AT OVER \$25,000. THIS PROHIBITION ALSO APPLIES TO HIRING FOR THAT SAME PURPOSE ANY FORMER STATE EMPLOYEE WHOSE PROCUREMENT AUTHORITY AT ANY TIME DURING THE ONE-YEAR PERIOD PRECEDING THE PROCUREMENT LOBBYING ACTIVITY.

Yes

29. VENDOR CERTIFIES THAT IT HAS READ, UNDERSTANDS AND IS IN COMPLIANCE WITH THE REGISTRATION REQUIREMENTS OF THE ILLINOIS ELECTIONS CODE (10 ILCS 5/9-35) AND THE RESTRICTIONS ON MAKING POLITICAL CONTRIBUTIONS AND RELATED REQUIREMENTS OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/20-160 AND 50-37 VENDOR WILL NOT MAKE A POLITICAL

CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

30. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES THAT HE/SHE HAS NOT RECEIVED AN EARLY RETIREMENT INCENTIVE PRIOR TO 1993 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE OR AN EARLY RETIREMENT INCENTIVE ON OR AFTER 2002 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE. (30 ILCS 105/15A; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133)

Yes

G. Board of Elections (BOE)

1. IS YOUR BUSINESS REGISTERED WITH THE BOARD OF ELECTIONS (BOE)?

Yes, I certify my business is registered with BOE.

12855

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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Vendor Registration: View Form

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Lake County Grading Company, LLC, DBA Lake County Grading Company, LLC

System Vendor Number: 20351186

[Return to Main Form](#)

Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	12/7/2017
STATUS	Accepted
BUSINESS NAME	Lake County Grading Company, LLC dba Lake County Grading Company, LLC
POINT OF CONTACT	Dave Meservey
FLAG FORM	Add Flag

H. Iran Disclosure

1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED?

No business operations to disclose.

Additional Information

STAFF ATTACHED FILE(S)

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STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22041838 Procurement/Contract #: I-17-4688

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has a valid IPG Registration Number.

If a vendor does not have a valid IPG registration number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Forms B must be completed in full and submitted along with the vendor's response.

1. Certification of Illinois Procurement Gateway Registration

My business has a valid Illinois Procurement Gateway (IPG) registration. The State of Illinois Chief Procurement Office approved the registration and provided the IPG registration number and expiration date disclosed in this Forms B.

To ensure that you have a valid registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have a valid IPG registration.

IPG Registration #: 20351186 IPG Expiration Date: December 7, 2018

2. Certification Timely to this Solicitation or Contract

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Public Act No. 97-0895 (August 3, 2012). ☒ Yes ☐ No

3. Replacement Certification to IPG Certification #6 (supersedes response in IPG)

If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10. ☒ Yes ☐ No

4. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below. ☐ Yes ☒ No

If yes, please identify each lobbyist and agent, including the name and address below. If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information. Additional rows may be inserted into the table or an attachment may be provided if needed.

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

Name	Address	Relationship to Disclosing Entity
N/A	Click here to enter text.	Click here to enter text.

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract: Click here to enter text.

5. Disclosure of Current and Pending Contracts

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over \$50,000. Do not complete if you are a not-for-profit entity.

☒ Yes ☐ No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment in the same format may be provided if needed.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
MWRD	Buffalo Creek Reservoir Expansion	Low Bidder / Not Awarded	\$9,678,900	13-370-3F
Tollway	I-15-4649 Building Removal, Elgin O'Hare Western Access Tollway, Various Locations	Contract	\$3,945,420	22035750

6. Signature

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name: Lake County Grading Company, LLC

Phone: 847-362-2590

Street Address: P.O. Box 1

Email: d_meservey@lccg.com

City, State, Zip: Libertyville, IL 60048

Vendor Contact: Dave Meservey

Signature: _____

Date: February 14, 2018

Printed Name: Dave Meservey

Title: Member

Vendor Registration: View

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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Lake County Grading Company, LLC, DBA Lake County Grading Company, LLC

System Vendor Number: 20351186


Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	12/7/2017
STATUS	Accepted
REVIEWER	Jason Perry
DATE REVIEWED	12/7/2017
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	12/7/2018
FLAG FORM	Add Flag

Settings

SMALL BUSINESS SET-ASIDE PROGRAM (SBSP) REGISTERED	No
REGISTERING AS A	Prime & Subcontractor

Entity Information

BUSINESS NAME	Lake County Grading Company, LLC DBA Lake County Grading Company, LLC
CONTACT FOR THIS SUBMISSION	Dave Meservey (change contact)
PRIMARY CONTACT EMAIL	d_meservey@lcgc.com
PHONE	847-362-2590
FAX	847-362-9460
COMPANY EMAIL	d_meservey@lcgc.com
TAX ID NUMBER	
COMPANY TYPE	LLC
ADDRESS	32901 N. Highway 21 PO Box L Libertyville, IL 60048 [edit address]

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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Lake County Grading Company, LLC, DBA Lake County Grading Company, LLC

System Vendor Number: 20351186

[Return to Main Form](#)

Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	12/7/2017
STATUS	Accepted
BUSINESS NAME	Lake County Grading Company, LLC DBA Lake County Grading Company, LLC
POINT OF CONTACT	Dave Meservy
FLAG FORM	Add Flag

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE.

Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 or fewer shareholders, or other entity type not clearly identified in another option)

B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS?

No

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST

Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Partnership)

1. IS THERE ANY INDIVIDUAL OR ENTITY WHO MEETS ANY OF THE FOLLOWING THRESHOLDS: (A) OWNS MORE THAN 5% OF THE BUSINESS, (B) HOLDS OWNERSHIP SHARE OF THE BUSINESS VALUED IN EXCESS OF \$106,447.20, (C) IS ENTITLED TO MORE THAN 5% OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.20 OF THE BUSINESS' DISTRIBUTIVE INCOME?

Yes, the information is not publicly available (If any individuals are listed, answer Yes or No to questions 5-8 and 11-20.)

Document	Status
List of Individuals or entities meeting one or more of the listed thresholds. IPG Percentage of Ownership and Distributive Income Form(3).docx (DOCX)	Attached by Dave Meservy on 12/7/2017

2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

3. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT WERE ENTITLED TO RECEIVE DISTRIBUTIVE INCOME IN AN AMOUNT GREATER THAN \$106,447.20 OR GREATER THAN 5% OF THE TOTAL DISTRIBUTIVE INCOME

OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

4. DISCLOSURE OF BOARD OF DIRECTORS FOR NOT-FOR-PROFIT ENTITIES.

Not applicable - For-Profit Entity

5. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM A PERSON WHO HOLDS AN ELECTIVE OFFICE IN THE STATE OF ILLINOIS OR HOLDS A SEAT IN THE GENERAL ASSEMBLY, OR ARE THEY THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

6. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED TO OR EMPLOYED IN ANY OFFICES OR AGENCIES OF STATE GOVERNMENT AND RECEIVE COMPENSATION FOR SUCH EMPLOYMENT IN EXCESS OF 60% (\$106,447.20) OF THE SALARY OF THE GOVERNOR, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

7. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM AN OFFICER OR EMPLOYEE OF THE CAPITAL DEVELOPMENT BOARD OR THE ILLINOIS TOLL HIGHWAY AUTHORITY, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

8. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED AS A MEMBER OF A BOARD, COMMISSION, AUTHORITY, OR TASK FORCE AUTHORIZED OR CREATED BY STATE LAW OR BY EXECUTIVE ORDER OF THE GOVERNOR, OR ARE THEY THE SPOUSE OR AN IMMEDIATE FAMILY MEMBER WHO CURRENTLY RESIDES OR RESIDED WITH SUCH PERSON WITHIN THE LAST 12 MONTHS?

No

9. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: DO ANY OF THE INDIVIDUALS IDENTIFIED, THEIR SPOUSE, OR MINOR CHILD RECEIVE FROM THE ENTITY MORE THAN 7.5% OF THE ENTITY'S TOTAL DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF THE SALARY OF THE GOVERNOR (\$177,412.00)?

Not applicable - I answered No in Questions 5-8

10. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: IS THERE A COMBINED INTEREST OF ANY INDIVIDUAL IDENTIFIED ALONG WITH THEIR SPOUSE OR MINOR CHILD OF MORE THAN 15% IN THE AGGREGATE OF THE ENTITY'S DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF TWO TIMES THE SALARY OF THE GOVERNOR (\$354,824.00)?

Not applicable - I answered No in Questions 5-8

11. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE, OR IN THE PREVIOUS 3 YEARS HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT OF SERVICES? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

No

12. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, HAVE THEIR SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER, HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT FOR SERVICES, IN THE PREVIOUS 2 YEARS? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

No

13. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ELECTIVE OFFICE OF THE STATE OF ILLINOIS, THE GOVERNMENT OF THE UNITED STATES, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS?

No

14. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING ELECTIVE OFFICE CURRENTLY OR IN

THE PREVIOUS 2 YEARS?

No

15. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ANY APPOINTIVE GOVERNMENT OFFICE OF THE STATE OF ILLINOIS, THE UNITED STATES OF AMERICA, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS, WHICH OFFICE ENTITLES THE HOLDER TO COMPENSATION IN EXCESS OF EXPENSES INCURRED IN THE DISCHARGE OF THAT?

No

16. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING APPOINTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

No

17. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD EMPLOYMENT AS OR BY ANY REGISTERED LOBBYIST OF THE STATE GOVERNMENT?

No

18. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) THAT IS OR WAS A REGISTERED LOBBYIST?

No

19. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD COMPENSATED EMPLOYMENT BY ANY REGISTERED ELECTION OR RE-ELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

No

20. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) WHO IS OR WAS A COMPENSATED EMPLOYEE OF ANY REGISTERED ELECTION OR REELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

No

21. HAS THERE BEEN ANY DEBARMENT FROM CONTRACTING WITH ANY GOVERNMENTAL ENTITY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

22. HAS THERE BEEN ANY PROFESSIONAL LICENSURE DISCIPLINE WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

23. HAS THERE BEEN ANY BANKRUPTCY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

24. HAVE THERE BEEN ANY ADVERSE CIVIL JUDGMENTS AND/OR ADMINISTRATIVE FINDINGS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

25. HAVE THERE BEEN ANY CRIMINAL FELONY CONVICTIONS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

**ILLINOIS PROCUREMENT GATEWAY
PERCENTAGE OF OWNERSHIP AND DISTRIBUTIVE INCOME FORM**

Vendor Name: Lake County Grading Company, LLC

DBA: Lake County Grading Company, LLC

INSTRUCTIONS:

1. Ownership Share – Provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.
2. Distributive Income – Provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.
3. Additional rows may be inserted into the tables or an attachment in a substantially similar format may be provided if needed.

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
Michael Wolff		24.9	717000	10.3	Click here to enter text.
Richard Keller		44.7	3088000	53.4	Click here to enter text.
Stephan Phillips		16.5	904000	19.7	Click here to enter text.
Dave Meservey		13.9	354000	16.6	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

IPB Reference Number 22041838

Date Created January 5, 2018

Print Form

SPO Determination
Reference Number

Date Created

SPO DETERMINATION FORM**STEP #1 AGENCY PROCUREMENT METHOD REVIEW AND APPROVAL**

Agency Name

THA - Toll Highway Authority

Estimated Cost of Procurement 20,468,357

Project Title

THA: I-17-4688 - Elgin O'Hare Western Access Tollway
Advanced Earthwork Grading Phase II, Western Access I-490
Supreme Drive to Old Higgins Rd M.P. 36. to 5.5

Procurement Method IFB

Small Business Set-Aside (Y/N?) No

Brief Description (Include Special Conditions and existing Contract # if any action against an existing contract)

The work under this Contract shall consist of: earthwork, drainage improvements, tree removal, haul road construction, installation of precast concrete box culverts, installation of CCTV cameras, protection of aviation operational equipment, maintenance of traffic and other miscellaneous work. The work is to be performed on: Western Access Tollway (I-490) between south of Supreme Drive and Old Higgins Road, at Mile Post 3.6 to Mile Post 5.5 in DuPage and Cook Counties, Illinois.

Critical Contract Dates

April 23, 2018 and December 14, 2020

APO Signature verifying submission

Date January 8, 2018

SPO Signature verifying receipt

Date

SPO Signature denying approval

Date

(APO should attach any additional documentation that may assist the SPO in this determination)

SPO's Comments/Recommendations regarding Approval/Disapproval of Procurement Method

SPO Signature approving method

Date January 8, 2018

STEP #2 SOLICITATION REVIEW AND APPROVAL

IPB Reference Number

22041838

2.1. Agency's Submission of Draft Solicitation Document to SPO

APO Signature verifying submission

Date January 8, 2018

SPO Signature verifying receipt

Date

SPO Signature denying approval

Date

SPO's Comments/Recommendations regarding Approval/Disapproval of Draft Solicitation

2.2. Agency's Re-Submission if Necessary

APO Signature verifying re-submission

Date

SPO Signature verifying receipt

Date

2.3. SPO's Publishing of Solicitation on Illinois Procurement Bulletin

SPO Signature approving Draft Solicitation

Date January 8, 2018

Date Published January 5, 2018

Date Opening February 6, 2018

STEP #3 AWARD REVIEW AND APPROVAL

IPB Reference Number

22041838

3.1. Agency's Request to Award

Award Type Contract Award Notice

Date Created February 14, 2018

APO Signature verifying submission

Date February 15, 2018

SPO Signature verifying receipt

Date

SPO Signature denying approval

Date

(APO shall attach additional documentation that assists the SPO in this determination)

SPO's Comments/Recommendations regarding Approval/Disapproval of Request to Award

February 2018 Board Item: Lake County Grading Company, LLC

Award Amount: \$13,907,770.96

Disclosures Approved: 2/13/18

Pending Board Approval

3.2. Agency's Re-Submission if Necessary

APO Signature verifying re-submission

Date

SPO Signature verifying receipt

Date

3.3. SPO's Approval of Award

SPO's Signature approving Award

Date February 15, 2018

Date Published February 14, 2018

Date Closing February 28, 2018

3.4. SPO's Reasons for Contract Award Decision

The SPO sets forth the reasoning for the contract award decision by checking the appropriate box below.

☐ The rationale described by the purchasing agency in the recommendation to award seems reasonable, and serves as the basis for the contract decision.☒ The contract was procured through the Invitation for Bid process, and the contract has been awarded to the lowest priced responsive and responsible bidder.☐ The contract is a change order where the circumstances that necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or the change is germane to the original contract and reasonable in size and scope, or the change is in the best interest of the State. The change order is based on the purchasing agency's justification.☐ The contract is an amendment germane to the original contract, reasonable in size and scope, and in the best interest of the State. The award decision is based on the purchasing agency's justification.☐ The contract is a renewal in accordance with the terms of the existing contract. The award decision is based on justification presented by the purchasing agency's justification.☐ Other (Description here)

STEP #4 CONTRACT REVIEW AND APPROVAL

IPB Reference Number

22041838

4.1. Agency's Provision of Contract to SPO

Contract Number

I-17-4688

APO Signature verifying submission

Date

March 23, 2018

SPO Signature verifying receipt

Date

SPO Signature denying approval

Date

SPO's Comments/Recommendations regarding Approval/Disapproval of Contract:

4.2. Agency's Re-Submission if Necessary

APO Signature verifying re-submission

Date

SPO Signature verifying receipt

Date

4.3. SPO's Approval for Contract Execution

SPO's Signature approving Contract

Date

April 2, 2018

Waiver Request



Identification

Reference Number:	22041838
Agency Reference Number:	THA - I-17-4688
Agency:	THA - Toll Highway Authority
Title:	THA - 4688 - EOWA - (I-490) Advance Earthwork Grading Phase II
Status:	Granted
Notice Type:	Contract Award Notice
Notice Expiration Date:	02/28/2018

Comments

History

Waiver Request document created on 2/14/2018 4:13:27 PM for Notice of type: Contract Award Notice.
Waiver granted by Mark Hardy on 2/20/2018 12:55:21 PM



**Illinois Department
of Transportation**

Certificate of Eligibility

Lake County Grading Company, LLC
P.O. Box L Libertyville, IL 60048

Contractor No 3345

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$117,746,000.00

001	EARTHWORK	\$26,850,000
012	DRAINAGE	\$16,675,000
017	CONCRETE CONSTRUCTION	\$400,000
032	COLD MILL PLAN. & ROTOMILL	\$475,000
034	DEMOLITION	\$2,125,000
08A	AGGREGATE BASES & SURF. (A)	\$8,475,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 6/7/2017 TO 4/30/2018 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 6/7/2017.

Engineer of Construction

AGREEMENT

CONTRACT NO: I-17-4688

(USE INK ONLY)

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this day of 22nd, February, 2018 by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (hereinafter referred to as the "AUTHORITY"), and Lake County Grading Company, LLC,

- * a corporation organized and existing under the laws of the State of Illinois and authorized to do business in Illinois. (Attach Secretary of State certification)
- * ~~a partnership consisting of~~
- * ~~an individual doing business as~~
- * ~~a joint venture consisting of no more than three (3) members.~~

(* DELETE ALL LINES THAT DO NOT APPLY)

with principal office in the City of Libertyville, in the State of Illinois (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

In consideration of the premises and of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

DESCRIPTION AND SCOPE OF WORK

The CONTRACTOR shall perform all of the services and furnish all of the transportation, labor, materials, equipment and any other incidentals necessary or required to construct and complete the project described in this contract, also called The Work.

CONTRACT

The following documents, taken as a whole, constitute the Contract:

1. This executed Agreement and any supplement thereto.
2. The Contract Bonds.
3. The Addenda.
4. The Special Provisions.
5. The Plans.
6. The Tollway Supplemental Specifications.
7. The IDOT Standard Specifications.
8. The Bid.
9. The Instructions to Bidders.
10. The Advertisement for Sealed Bids.

The terms and provisions of each and every one of the above documents are a part of this contract. In the event that any provision in any of the foregoing documents conflicts with any provisions in any other of the contract documents, the provisions in the contract document first above enumerated shall govern over the provisions of any other contract document which follows it.

AGREEMENT

CONTRACT NO: I-17-4688

(USE INK ONLY)

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this day of _____, 2018 by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (hereinafter referred to as the "AUTHORITY"), and _____

- * a corporation organized and existing under the laws of the State of _____ and authorized to do business in Illinois. (Attach Secretary of State certification)
- * a partnership consisting of _____
- * an individual doing business as _____
- * a joint venture consisting of no more than three (3) members _____

(* DELETE ALL LINES THAT DO NOT APPLY)

with principal office in the City of _____, in the State of _____ (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

In consideration of the premises and of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

DESCRIPTION AND SCOPE OF WORK

The CONTRACTOR shall perform all of the services and furnish all of the transportation, labor, materials, equipment and any other incidentals necessary or required to construct and complete the project described in this contract, also called The Work.

CONTRACT

The following documents, taken as a whole, constitute the Contract:

1. This executed Agreement and any supplement thereto.
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8. The Bid.
9. The Instructions to Bidders.
10. The Advertisement for Sealed Bids.

The terms and provisions of each and every one of the above documents are a part of this contract. In the event that any provision in any of the foregoing documents conflicts with any provisions in any other of the contract documents, the provisions in the contract document first above enumerated shall govern over the provisions of any other contract document which follows it.

CONTRACT NO: I-17-4688

CONTRACT BOND AGREEMENT

The CONTRACTOR shall simultaneously herewith furnish and deliver to the Authority a Performance Bond, agreeing to perform the work in accordance with all of the provisions of the contract, as in said Performance Bond provided, and a Payment Bond, agreeing to pay not less than prevailing wages for the work to be performed in accordance with the contract and the laws of the State of Illinois and agreeing to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery and transportation with respect thereto, as in said Payment Bond provided, each dated the same date as this Agreement, in the forms prescribed by the AUTHORITY, and each in an amount equal to the contract price with a corporate surety or sureties acceptable to the AUTHORITY authorized to do business in the State of Illinois.

The CONTRACTOR agrees that said Bonds shall be maintained in full force and effect until final acceptance of the work by the AUTHORITY and thereafter, as provided in Article 103.05 of the Tollway Supplemental Specifications. The CONTRACTOR agrees and will cause the surety to agree to be bound by each and every provision of all of the contract documents.

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the AUTHORITY, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by the AUTHORITY, the CONTRACTOR shall promptly furnish such additional security as may be required from time to time to protect the interests of the AUTHORITY and all persons supplying labor or materials in the prosecution of the work contemplated by this contract.

In the event the surety shall make any assignment for the benefit of creditors or commit any act of bankruptcy, or if it shall be declared bankrupt, or if it shall file a voluntary petition in bankruptcy, or shall in the opinion of the AUTHORITY be insolvent, the CONTRACTOR agrees forthwith upon request of the AUTHORITY to furnish and maintain other corporate surety with respect to said Bonds satisfactory to the AUTHORITY.

DEFINITIONS

As used in this Agreement, the terms set forth shall have the meanings attributed to them in the Tollway Supplemental Specifications for THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY issued by the AUTHORITY.

TIME OF PERFORMANCE

The duration of this contract shall commence with the Executive Director's signature and shall continue until December 14, 2018, in accordance with the contract book schedule.

CONTRACT END DATE

The contract End Date is two (2) years from the Completion Date. Based on the Completion Date stated in the contract at the time of award the End Date December 14, 2020.

This contract maybe renewed for two (2) additional one (1) year terms or one (1) additional two (2) year term, the length of any renewal is to be determined and agreed upon by the Parties.

LIABILITY OF JOINT VENTURE

In the event the successful bidder (CONTRACTOR) of this Contract is a joint venture, then each individual, partnership, or corporation comprising such joint venture, shall be individually, personally, severally and jointly liable and responsible, financially, legally, and in all other respects, for the full and proper performance of each and every provision and requirement of this Contract, notwithstanding any arrangement, understanding or agreement to the contrary, if any, whether disclosed to the Authority or not, entered into by and between the individual, partnership, joint venture, or corporation comprising such joint venture.

PERFORMANCE OF THE WORK

The CONTRACTOR shall perform all work under the direct supervision, and to the satisfaction of the Construction Manager. The Construction Manager shall decide all questions which arise as to the quality and acceptability of work performed, manner of performance, rate of progress of the work and interpretation of the specifications, and the Construction Manager's decision shall be final.

Any dispute between the Construction Manager and the CONTRACTOR with respect to any matter shall be decided by the Chief Engineering Officer of The Authority and his decision shall be final.

In the event that the quantity of any item of work as given in the Bid shall be greater or less than estimated, payment shall be made by the AUTHORITY on the basis of the actual quantity completed at the unit price for such item named in the Bid, subject to the provisions of the Article 104.02 of the Tollway Supplemental Specifications.

Notwithstanding anything contained in this contract, all payments to be made pursuant to this contract shall be subject to approval by the Chief Engineering Officer.

CONSIDERATION

The Authority shall pay the Contractor for the performance of the work, subject to any additions or deductions therein as provided for in the Specifications, in current funds, at the prices for the respective items of work shown in the Bid. Payments are to be made to the Contractor in accordance with and subject to the provisions of the contract documents.

ASSIGNMENT

This contract may not be assigned, transferred in whole or in part by the Vendor without prior written consent of the Illinois Tollway.

CONTRACT NO: I-17-4688

COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the AUTHORITY shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

TERMINATION / CANCELLATION FOR NON-APPROPRIATION OF FUNDS

This contract is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation (if such an appropriation is required) to make payments under the terms of the contract. Currently, the Authority is not required to obtain a yearly appropriation of its funds. However, the Authority cannot and does not make any representations or warranties concerning future appropriation requirements.

COMPTROLLER REQUIREMENTS FOR CONTRACTS

Contractor and any and all subcontractors under this contract agrees to maintain books and records related to the performance of the contract and necessary to support amounts charged to the State under the contract for a minimum of five (5) years from the last action on the contract. Contractor further agrees to cooperate fully with any audit and to make the books and records available to the Auditor General, Chief Procurement Officer, Internal Auditor, Inspector General, and the Purchasing Agency.

The State requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any Contractor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund.

FREEDOM OF INFORMATION ACT

This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.

GOVERNING LAW; EXCLUSIVE JURISDICTION

This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced only in accordance with the laws of the United States and the State of Illinois (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding relating to this Agreement, including arbitration proceedings, shall be brought only in DuPage County, Illinois. **THE CONTRACTOR CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS LOCATED IN DUPAGE COUNTY, STATE OF ILLINOIS.**

CONTRACT NO: I-17-4688
NOTICE

Notices or documents to be given or delivered shall be deemed given or delivered if delivered personally or by registered or certified mail to the **Lake County Grading Company, LLC** at:

32901 N. Highway 21, P.O. Box L

Libertyville, IL 60048

or to the AUTHORITY at 2700 Ogden Avenue, Downers Grove, Illinois, 60515. Either party may change the place to which notices hereunder may be addressed, by written notice to the other party from time to time or at any time.

Addendum, if any, referred to on Page P-1 hereof, and attached hereto, is a part of this Agreement as if fully set forth hereon.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.*

Agreed By:

[Redacted Signature]

2/14/2018

President Member

Date

Dave Meservey

Printed Name as Signed Above

ATTEST:

[Redacted Signature]

(Seal)

Secretary

[Redacted Signature]

Printed Name as Signed Above

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

APPROVED:

[Redacted Signature]

4/18/18

Robert Schillerstrom, Chairman/Greg Bedalov, Executive Director

Date

Elizabeth Gorman, Executive Director

APPROVED:

[Redacted Signature]

4/13/18

Michael Colsch, Chief Financial Officer

Date

APPROVED:

[Redacted Signature]

4/11/18

Elizabeth Oplawski, General Counsel

Date

Approved as to Form and Constitutionality

[Redacted Signature]

4-11-2018

Robert Lane, Attorney General, State of Illinois

Date

LAKE COUNTY GRADING COMPANY, LLC



We improve the earth for you!

32901 N. Highway 21, P.O. Box L, Libertyville, IL 60048

Phone: (847) 362-2590 Fax: (847) 362-9460

CERTIFIED COPY OF CORPORATE RESOLUTION

At a Member meeting of LAKE COUNTY GRADING COMPANY, LLC, held
August 14, 2011 all Managing Members and Members of the Corporation,
being present, the following resolution was proposed, seconded and unanimously adopted:

RESOLVED that David Meservey, Member of the
Corporation shall have the power on behalf
of the Corporation to execute this document and that
he has not participated, and will not participate, in
any action contrary to that above.

I, Michael Wolff, do hereby certify that I am a duly authorized Managing Member of LAKE
COUNTY GRADING COMPANY, LLC, an Illinois corporation, and that the above resolution is still
in full force and effect as of the date of signing this certified resolution.

Michael Wolff – Managing Member

SEAL

Dated: 2/2/18

NON-CORPORATION SIGNATURE FORM

Dave Meservey, is hereby authorized, directed and
empowered, on behalf of Lake County Grading Company, LLC, to execute
(Name of Contractor)
contract number I - 17 - 4688 and any and all contract modifications or
documentation in connection with The Illinois State Toll Highway Authority's
Contract No. I - 17 - 4688.

Lake County Grading Company, LLC
Name of Contractor

B. 
Michael W. 

Managing Member
Title

2/14/2018
Date

NON-CORPORATION SIGNATURE FORM

Jace Deets, is hereby authorized, directed and
empowered, on behalf of Lake County Grading Company, LLC, to execute
(Name of Contractor)
contract number I - 17 - 4688 and any and all contract modifications or
documentation in connection with The Illinois State Toll Highway Authority's
Contract No. I - 17 - 4688.

Lake County Grading Company, LLC
Name of Contractor

B

Michael Wolff

Managing Member
Title

2/14/2018

Date



Illinois State Toll Highway Authority
State Exemption Number

The undersigned certifies that they are purchasing goods for use by, or to be included in projects of the Illinois State Toll Highway Authority. The Illinois State Toll Highway Authority is exempt from sales and use taxes in the state of Illinois for the following reason:

 X Government Entity

The tax exemption number issued 1/1/15 by the Illinois Department of Revenue is:

Tax Exempt #



Business Name Lake County Grading Company, LLC

Address 32901 N. Highway 21, PO Box L

City Libertyville State IL Zip 60048

Contract Number I-17-4688

Estimated Contract Start Date 04/23/18

Estimated Contract End Date 12/14/18

Other: _____

This form is intended for use by the prime contractor on the above referenced contract number.

The prime contractor may provide a copy of this form to associated subcontractors and suppliers.

Note: Keep copy with vendor file

3/5/15 Ver 2.0

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-17-4688

PERFORMANCE BOND

Bond No. 30034715

KNOW ALL PERSONS BY THESE PRESENTS, That we, Lake County Grading Company, LLC,
(Name of Principal)

- ☒ a corporation organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois,
- ☐ a limited liability company admitted to transact business in the State of Illinois and in good standing with the State of Illinois,
- ☐ a partnership consisting of _____,
- ☐ an individual doing business as _____,
- ☐ a joint venture consisting of _____,

("X" ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and Western Surety Company
(Name of Surety)

a corporation organized and existing under the laws of the State of South Dakota with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto The Illinois State Toll Highway Authority in the penal sum of Thirteen Million Nine Hundred Seven Thousand Seven Hundred Seventy Dollars and Ninety Six Cents (\$13,907,770.96), lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment to which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, Principal has entered into a written contract with The Illinois State Toll Highway Authority for the work designated as

Contract RR-17-4688, Elgin O'Hare Western Access (I-490) Tollway, Advance Earthwork Grading Phase II

(Insert Contract Number and Description)

which contract is by reference made a part hereof and is hereinafter referred to as "the Contract".

NOW, THEREFORE, if Principal promptly and faithfully performs said work in accordance with the provisions of the Contract and any authorized changes in the Contract that are subsequently made during the original term of the Contract and any extensions thereof that may be granted by the Authority, with or without notice to the Surety, and complies with all the provisions, conditions and requirements of the Contract and any authorized changes in the Contract that are subsequently made, with or without notice to the Surety, then this obligation for Surety's performance of the Contract shall be void; otherwise it shall remain in full force and effect.

ACKNOWLEDGEMENT OF SURETY

STATE OF **Connecticut**
COUNTY OF **Hartford**

On this 14th day of **February, 2018**, before me personally came **Joshua Sanford**, to me known, who, by me duly sworn, did depose and say that he/she is the attorney-in-fact of the **Western Surety Company** that he/she knows the seal of the corporation; that the seal affixed to the said instrument is such company seal; that it was so affixed by order of the Board of Directors of said company and that he/she signed his/her name thereto by like order.



Notary Public, Stephani A. Trudeau

STEPHANI A. TRUDEAU
NOTARY PUBLIC-174116
MY COMMISSION EXPIRES MAY 31, 2022

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Stacy Rivera, Aiza Lopez, Aimee R Perondine, Keri Ann Smith, Joshua Sanford, Michelle Anne McMahon, Donna M Planeta, Brian Peters, Danielle D Johnson, Stephani A Trudeau, Individually

of Hartford, CT, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of October, 2017.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha

} ss

On this 23rd day of October, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of February, 2018.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-17-4688

PAYMENT BOND

Bond No. 30034715

KNOW ALL PERSONS BY THESE PRESENTS, That we, Lake County Grading Company, LLC,
(Name of Principal)

- ☒ a corporation organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois,
- ☐ a limited liability company admitted to transact business in the State of Illinois and in good standing with the State of Illinois,
- ☐ a partnership consisting of _____,
- ☐ an individual doing business as _____,
- ☐ a joint venture consisting of _____,

("X" ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and Western Surety Company
(Name of Surety)

a corporation organized and existing under the laws of the State of South Dakota with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto The Illinois State Toll Highway Authority in the penal sum of Thirteen Million Nine Hundred Seven Thousand Seven Hundred Seventy Dollars and Ninety Six Cents (\$13,907,770.96), lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment to which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, Principal has entered into a written contract with The Illinois State Toll Highway Authority for the work designated as

Contract RR-17-4688, Elgin O'Hare Western Access (I-490) Tollway, Advance Earthwork Grading Phase II
(Insert Contract Number and Description)

which contract is by reference made a part hereof and is hereinafter referred to as "the Contract".

NOW, THEREFORE, if Principal promptly pays not less than the prevailing wages for the work to be performed in accordance with the Contract and the laws of the State of Illinois, and promptly pays all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery, and transportation with respect thereto, furnished to said Principal for the purpose of performing said work in accordance with the provisions of the Contract and any authorized changes in the Contract that are subsequently made during the original term of the Contract and any extensions thereof that may be granted by the Authority, with or without notice to the Surety, then this obligation shall be void; otherwise it shall remain in full force and effect.

Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation and affixed our seals
this 14th day of February, 2018.

Surety Western Surety Company

Principal Lake County Grading Company, LLC

Address 333 S. Wabash Ave

Address 32901 N. Highway 21

Chicago, IL 60604

Libertyville, IL 60048-4912

By

By

Attorney in Fact Joshua Sanford

(Signature)

(Seal)

David Meservey, Member
(Name & Title)

Agent for

Surety Willis of Illinois, Inc.

Attest

Address Willis Tower, 233 South Wacker Drive, Suite 2000

Corporate Secretary
Jodi L. Hobbs

Chicago, IL 60606

(Attach Surety's Power of Attorney)

**(Attach Notary Certificate
authenticating Signature of Attorney-In-Fact)**

**(Attach Notary Certificate
authenticating Signature of Representative of Principal
if not attested by Corporate Secretary)**

ACKNOWLEDGEMENT OF SURETY

STATE OF **Connecticut**
COUNTY OF **Hartford**

On this 14th day of **February, 2018**, before me personally came **Joshua Sanford**, to me known, who, by me duly sworn, did depose and say that he/she is the attorney-in-fact of the **Western Surety Company** that he/she knows the seal of the corporation; that the seal affixed to the said instrument is such company seal; that it was so affixed by order of the Board of Directors of said company and that he/she signed his/her name thereto by like order.



Notary Public, **Stephani A. Trudeau**

STEPHANI A. TRUDEAU
NOTARY PUBLIC-174116
MY COMMISSION EXPIRES MAY 31, 2022

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Stacy Rivera, Aiza Lopez, Aimee R Perondine, Keri Ann Smith, Joshua Sanford, Michelle Anne McMahon, Donna M Planeta, Brian Peters, Danielle D Johnson, Stephani A Trudeau, Individually

of Hartford, CT, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of October, 2017.



WESTERN SURETY COMPANY

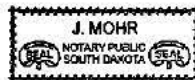
Paul T. Bruflat, Vice President

State of South Dakota } ss
County of Minnehaha }

On this 23rd day of October, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of February, 2018.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

LAKE COUNTY GRADING COMPANY, LLC



We improve the earth for you!

32901 N. Highway 21, P.O. Box L, Libertyville, IL 60048

Phone: (847) 362-2590 Fax: (847) 362-9460

CERTIFIED COPY OF CORPORATE RESOLUTION

At a Member meeting of LAKE COUNTY GRADING COMPANY, LLC, held
August 14, 2011 all Managing Members and Members of the Corporation,
being present, the following resolution was proposed, seconded and unanimously adopted:

RESOLVED that David Meservey, Member of the
Corporation shall have the power on behalf
of the Corporation to execute this document and that
he has not participated, and will not participate, in
any action contrary to that above.

I, Michael Wolff, do hereby certify that I am a duly authorized Managing Member of LAKE
COUNTY GRADING COMPANY, LLC, an Illinois corporation, and that the above resolution is still
in full force and effect as of the date of signing this certified resolution.

Michael Wolff – Managing Member

SEAL

Dated: 2/21/18

NON-CORPORATION SIGNATURE FORM

Dave Meservey, is hereby authorized, directed and
empowered, on behalf of Lake County Grading Company, LLC, to execute
(Name of Contractor)
contract number I - 17 - 4688 and any and all contract modifications or
documentation in connection with The Illinois State Toll Highway Authority's
Contract No. I - 17 - 4688.

Lake County Grading Company, LLC
Name of Contractor

B

Michael W. [Signature]

Managing Member
Title

2/14/2018

Date



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
03/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED Lake County Grading Company, LLC 32901 N. Highway 21 Libertyville, IL 600484912	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER B: Travelers Property Casualty Company of Ame</td><td>25674</td></tr><tr><td>INSURER C: Travelers Indemnity Company of America</td><td>25666</td></tr><tr><td>INSURER D: Standard Fire Insurance Company</td><td>19070</td></tr><tr><td>INSURER E: Indian Harbor Insurance Company</td><td>36940</td></tr><tr><td>INSURER F: Great American Insurance Company</td><td>16691</td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Phoenix Insurance Company	25623	INSURER B: Travelers Property Casualty Company of Ame	25674	INSURER C: Travelers Indemnity Company of America	25666	INSURER D: Standard Fire Insurance Company	19070	INSURER E: Indian Harbor Insurance Company	36940	INSURER F: Great American Insurance Company	16691
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COVERAGES	CERTIFICATE NUMBER: W5517980	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y Y	DT-CO-4G652103-PHX-17	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	DT-810-4G652103-TIL-17	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP 0K962683	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No N/A Y	DTN-UB-4G652103-17	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution Liability	Y	PEC0049571	03/24/2018	03/24/2019	Per Incident \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Illinois State Tollway Project I-17-4688

SEE ATTACHED

CERTIFICATE HOLDER

The Illinois State Toll Highway Authority 2700 Ogden Avenue Maple Park, IL 60151	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Illinois, Inc.		NAMED INSURED Lake County Grading Company, LLC 32901 N. Highway 21 Libertyville, IL 600484912	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Pollution Policy covers Pay Items referenced below:

66900200 - Non-Special Waste Disposal
 66900400 - Special Waste Groundwater Disposal
 X2020410 - Earth Excavation (Special)

The Consulting Engineer, Program Management Office (PMO), Project Manager, Design Section Engineer, Design Corridor Manager, Construction Manager, Construction Corridor Manager are Additional Insured's per CG 2032, as required by written contract.

The Illinois State Toll Highway Authority together with its officials, directors and employees and facilities of the Illinois Department of Transportation (IDOT), the City of Chicago Department of Aviation (CDA), the Federal Aviation Administration (FAA), and the Village of Bensenville are Additional Insured's on a Primary/Non-contributory basis under the General Liability policy, Business Auto and the Contractor's Pollution Liability policy, as required by written contract.

Umbrella follows form of the underlying insurance.

USL & H is included in the Workers Compensation.

Waiver of Subrogation applies in favor of Additional Insured's per written contract or agreement as respect to General Liability, Auto Liability and Workers Compensation as permitted by law.

Pollution Policy does not contain Asbestos or Lead Paint exclusions.

INSURER AFFORDING COVERAGE: Great American Insurance Company

NAIC#: 16691

POLICY NUMBER: TUE 0198064 07 EFF DATE: 12/31/2017 EXP DATE: 12/31/2018

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Liability	Each Occurrence	\$20,000,000
	Aggregate	\$20,000,000

POLICY NUMBER: DT-CO-46652103-PHX-17

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: 03-02-18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

THE ILLINOIS STATE TOLL HIGHWAY
(CONTINUED ON CG T8 00)

(CONTINUED ON CG T8 00)

DOWNERS GROVE

IL 60515

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with

such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: DT-CO-4G652103-PHX-17

COMMERCIAL GENERAL LIABILITY
GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - CONTINUED

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

AMENDING SCHEDULE OF CG 20 10 10 01 "ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION", NAME OF PERSON OR
ORGANIZATION TO INCLUDE:

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S):

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
ILLINOIS STATE TOLLWAY
PROJECT # I-17-4688

POLICY NUMBER: DT-CO-4G652103-PHX-17

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 03-02-18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

THE ILLINOIS STATE TOLL HIGHWAY
(CONTINUED ON CG T8 01)

Location And Description of Completed Operations:

SEE CG T8 01

IL

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

POLICY NUMBER: DT-CO-4G652103-PHX-17

COMMERCIAL GENERAL LIABILITY
GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - CONTINUED

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

AMENDING SCHEDULE OF CG D3 73 11 05 "ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS", NAME OF PERSON OR ORGANIZATION TO
INCLUDE:

NAME OF PERSON OR ORGANIZATION:

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
ILLINOIS STATE TOLLWAY
PROJECT # I-17-4688

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:

ELGIN O'HARE WESTERN ACCESS TOLLWAY, ADVANCE EARTHWORK GRADING PHASE II -
EARTHWORK, DRAINAGE IMPROVEMENTS, TREE REMOVAL, HAUL ROAD CONSTRUCTION,
INSTALLATION OF PRECAST CONCRETE BOX CULVERTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR
SURVEYORS NOT ENGAGED BY THE NAMED INSURED**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:

ILLINOIS TOLLWAY PROJECT #I-17-4688

THE CONSULTING ENGINEER, PROGRAM MANAGEMENT OFFICE (PMO), PROJECT
MANAGER, DESIGN SECTION ENGINEER, DESIGN CORRIDOR MANAGER,
CONSTRUCTION MANAGER AND CONSTRUCTION CORRIDOR MANAGER

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

POLICY NUMBER: DT-CO-4G652103-PHX-17

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: 03-02-18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

THE ILLINOIS STATE TOLL HIGHWAY
(CONTINUED ON CG T8 00)

(CONTINUED ON CG T8 00)

DOWNERS GROVE

IL 60515

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with

such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: DT-CO-4G652103-PHX-17

COMMERCIAL GENERAL LIABILITY
GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - CONTINUED

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

AMENDING SCHEDULE OF CG 20 10 10 01 "ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION", NAME OF PERSON OR
ORGANIZATION TO INCLUDE:

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S):

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
ILLINOIS STATE TOLLWAY
PROJECT # I-17-4688

POLICY NUMBER: DT-CO-4G652103-PHX-17

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 03-02-18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

THE ILLINOIS STATE TOLL HIGHWAY
(CONTINUED ON CG T8 01)

Location And Description of Completed Operations:

SEE CG T8 01

IL

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

POLICY NUMBER: DT-CO-4G652103-PHX-17

COMMERCIAL GENERAL LIABILITY
GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - CONTINUED

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

AMENDING SCHEDULE OF CG D3 73 11 05 "ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS", NAME OF PERSON OR ORGANIZATION TO
INCLUDE:

NAME OF PERSON OR ORGANIZATION:

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
ILLINOIS STATE TOLLWAY
PROJECT # I-17-4688

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:

ELGIN O'HARE WESTERN ACCESS TOLLWAY, ADVANCE EARTHWORK GRADING PHASE II -
EARTHWORK, DRAINAGE IMPROVEMENTS, TREE REMOVAL, HAUL ROAD CONSTRUCTION,
INSTALLATION OF PRECAST CONCRETE BOX CULVERTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that:

- a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

(2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

(b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

COMMERCIAL GENERAL LIABILITY

2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
 - c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid

and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

4. As a condition of coverage provided to the additional insured by this endorsement:
 - a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
5. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-

COMMERCIAL GENERAL LIABILITY

ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

- a. After the signing and execution of the contract or agreement by you; and
- b. While that part of the contract or agreement is in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| A. Aircraft Chartered With Pilot | H. Blanket Additional Insured – Lessors Of Leased Equipment |
| B. Damage To Premises Rented To You | I. Blanket Additional Insured – States Or Political Subdivisions – Permits |
| C. Increased Supplementary Payments | J. Knowledge And Notice Of Occurrence Or Offense |
| D. Incidental Medical Malpractice | K. Unintentional Omission |
| E. Who Is An Insured – Newly Acquired Or Formed Organizations | L. Blanket Waiver Of Subrogation |
| F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries | M. Amended Bodily Injury Definition |
| G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | N. Contractual Liability – Railroads |

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY**

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

COMMERCIAL GENERAL LIABILITY

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
 - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.
4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
5. The following is added to the **DEFINITIONS** Section:
- "Premises damage" means "property damage" to:
- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
 - b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.
6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:
- (b) That is insurance for "premises damage"; or
7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
 - b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
 - c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.
- I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS**
- The following is added to **SECTION II – WHO IS AN INSURED**:
- Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
 - (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company; or
 - (iii) An executive officer or director of any other organization;

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY - RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) -**

POLICY NUMBER: DTN-UB-4G652103-17

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

DATE OF ISSUE: 12-31-17

ST ASSIGN:

POLICY NUMBER: DT-CO-4G652103-PHX-17

ISSUE DATE: 12-31-17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

**PERSON OR
ORGANIZATION:**

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:
1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

POLICY NUMBER: DT-810-4G652103-TIL-17

ISSUE DATE: 12/31/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

PERSON OR
ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:
1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 R3 (00)

POLICY NUMBER: DTN-UB-4G652103-17

**NOTICE OF CANCELLATION
TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to PART SIX - CONDITIONS:

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
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ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:	30
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1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

ENDORSEMENT #011

This endorsement, effective 12:01 a.m., March 24, 2017 forms a part of Policy No. PEC0049571 issued to LAKE COUNTY GRADING COMPANY, LLC by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT – VICARIOUS LIABILITY – JOB SITE, TRANSPORTATION AND NON-OWNED DISPOSAL SITE

This endorsement modifies insurance provided under the following:

CONTRACTOR'S POLLUTION LEGAL LIABILITY POLICY

Section II. Definitions, I. INSURED, is amended to include the following:

With regard to coverage that may be afforded under Section I. Insuring Agreements, Coverage A – JOB SITE – Occurrence, Coverage D – TRANSPORTATION and Coverage E – NON-OWNED DISPOSAL SITE only, any person or organization, other than a CLIENT, as required by a written contract signed by the NAMED INSURED, but only for:

1. a POLLUTION CONDITION caused by CONTRACTING SERVICES; and
2. the vicarious liability of the person or organization that results from the performance of CONTRACTING SERVICES,

provided that such written contract is signed by the NAMED INSURED prior to the commencement of the POLLUTION CONDITION.

Section IV. Exclusions, J. Insured versus Insured, does not apply to a CLAIM by any person or organization that qualifies as an INSURED under this endorsement.

All other terms and conditions remain the same.

WillisTowersWatson LLP

March 16, 2018

The Illinois State Toll Highway Authority
Illinois Tollway PMO
Engineering Contract Services
Attn: Mark R. Thomas
2700 Ogden Avenue
Downers Grove, IL 60515

Re: Tollway I-17-4688 Project – Lake County Grading Company

Mr. Thomas

Please be advised that Willis of Illinois, the broker for Lake County Grading Company, certifies that all provisions of the accepted certificate of insurance and policy binders have been obtained and all endorsements indicated have been secured from the insurance carrier.

Included:
Certificate of Insurance

Should you require further assistance with this or any other insurance matter for our insured, please let me know.

Sincerely,



Gregory A. Field, CPCU

Managing Director

Willis Towers Watson
Willis of Illinois, Inc., 233 S. Wacker Drive, Suite 2000, Chicago, IL 60606

Direct: 312-288-7150
Greg.Field@willistowerswatson.com
www.willistowerswatson.com

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